

11/13/2023

Teresa Deaton-Reese
CPPB, CPPO, Procurement Consultant
Indiana Department of Administration
Procurement Division
402 W. Washington St., Room W468
Indianapolis, Indiana 46204

Dear Ms. Deaton-Reese:

On behalf of Adult & Child Health, I am pleased to commit to working with Sandra Eskenazi Mental Health Center in establishing a Care Coordination agreement that ensures clients receive individualized wraparound care meeting the highest quality standards of Certified Community Behavioral Health Clinics and those service providers with whom they partner. Adult & Child Health will partner with Sandra Eskenazi Mental Health Center in a shared mission to reduce the challenges of navigating transitions of care.

Adult & Child Health is an integrated healthcare provider in Central Indiana. As a Certified Community Behavioral Health Center and a Federally Qualified Health Center Look Alike, we strive to provide the best in healthcare services in primary care, mental health, social services, and addictions treatment. Since the 1990s, Adult & Child Health has focused on delivering evidence-based practices to clients and patients of all ages who experience serious mental illness. Since the inception of our services, Adult & Child Health has expanded to also provide care in addictions and primary care. Our services are delivered by multi-disciplinary treatment teams who are specifically trained to offer the very best person-centered recovery supports in the healthcare industry.



We look forward to continuing to work with Sandra Eskenazi Mental Health Center to provide access to needed mental health and/or substance abuse services to the clients that are served by Sandra Eskenazi Mental Health Center and Adult & Child Health.

Sincerely,

Lauran Canady

Lauran Canady, MSW, LCSW
Vice President of Integrated Health
Adult & Child Health

November 14, 2023

Teresa Deaton-Reese
CPPB, CPPO, Procurement Consultant
Indiana Department of Administration
Procurement Division
402 W. Washington St., Room W468
Indianapolis, Indiana 46204

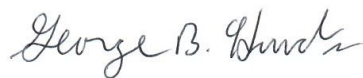
Dear Ms. Deaton-Reese:

On behalf of Community Health Network & Community Fairbanks Behavioral Health, I am pleased to commit to working with Sandra Eskenazi Mental Health Center in establishing a Care Coordination agreement that ensures clients receive individualized wraparound care meeting the highest quality standards of Certified Community Behavioral Health Clinics and those service providers with whom they partner. Community Fairbanks Behavioral Health will partner with Sandra Eskenazi Mental Health Center in a shared mission to reduce the challenges of navigating transitions of care.

Ranked among the nation's most integrated healthcare systems, Indianapolis-based Community Health Network is Central Indiana's leader in providing convenient access to exceptional healthcare services, where and when patients need them—in hospitals, health pavilions and doctor's offices, as well as workplaces, schools, and homes. As a non-profit health system with more than 200 sites of care and affiliates throughout Central Indiana, Community's full continuum of care integrates hundreds of physicians, specialty and acute care hospitals, surgery centers, home care services, MedChecks, behavioral health and employer health services.

We look forward to continuing to work with Sandra Eskenazi Mental Health Center to provide access to needed mental health and/or substance abuse services to the clients that are served by Sandra Eskenazi Mental Health Center and Community Fairbanks Behavioral Health.

Respectfully,



George B. Hurd
Vice President – Behavioral Health, Community Health Network
Community Fairbanks Behavioral Health
ghurd@ecommunity.com



October 27, 2023

Teresa Deaton-Reese
CPPB, CPPO, Procurement Consultant
Indiana Department of Administration
Procurement Division
402 W. Washington St., Room W468
Indianapolis, Indiana 46204

Dear Ms. Deaton-Reese:

As the President and CEO of Damien Center, I am pleased to commit to working with Sandra Eskenazi Mental Health Center in establishing a Care Coordination agreement that ensures clients receive individualized wraparound care meeting the highest quality standards of Certified Community Behavioral Health Clinics and those service providers with whom they partner. Damien Center will partner with Sandra Eskenazi Mental Health Center in a shared mission to reduce the challenges of navigating transitions of care.

Damien Center was founded in 1987 as a coordinated community response to the growing AIDS crisis in Indianapolis. As Indiana's oldest and largest AIDS service organization, Damien Center provides care to thousands of individuals affected by HIV, including their friends and families, and has become a leader in HIV prevention and care. Our Case Management team offers free, comprehensive, specialized case management to help patients navigate their medical needs, from setting up appointments with our Clinic to adhering to HIV medications. Care Coordinator and clients work together to determine barriers to care and identify referrals necessary to help clients reach and maintain viral suppression.

We serve more than 900 HIV+ patients each year of all ages, genders, races, ethnicities, sexual orientations, and backgrounds. Our Care Coordinators have diverse backgrounds and extensive experience in community-based work, including infectious diseases. We work with youth and adults, and are well-equipped to accommodate issues including substance abuse, mental health, cultural barriers, and much more. Our bilingual Care Coordinator can serve those who speak Spanish, and interpreters for other languages can be requested, including ASL.

We look forward to continuing to work with Sandra Eskenazi Mental Health Center to provide access to needed mental health and/or substance abuse services to the clients that are served by Sandra Eskenazi Mental Health Center and the Damien Center.

Sincerely,

Alan Witchy
President & CEO
Damien Center



October 30, 2023

Teresa Deaton-Reese
CPPB, CPPO, Procurement Consultant
Indiana Department of Administration
Procurement Division
402 W. Washington St., Room W468
Indianapolis, Indiana 46204

Dear Ms. Deaton-Reese:

On behalf of Dove Recovery House, I am pleased to commit to working with Sandra Eskenazi Mental Health Center in establishing a Care Coordination agreement that ensures clients receive individualized wraparound care meeting the highest quality standards of Certified Community Behavioral Health Clinics and those service providers with whom they partner. Dove Recovery House will partner with Sandra Eskenazi Mental Health Center in a shared mission to reduce the challenges of navigating transitions of care.

Dove Recovery House opened its Marion County location in 2000 to help the most vulnerable women in our communities—women who have experienced physical, emotional, and sexual abuse; women who have experienced homelessness; and women who are struggling with substance use disorder and have nowhere else to turn. Dove Recovery House is the largest recovery housing program for women in Marion and Dubois counties and is certified as a Level IV Recovery Residence through Indiana Alliance for Recovery Residents. We serve more than 100 women annually by providing free long-term residential care for women struggling with substance use disorder. Our Peer Recovery Case Managers and Specialists work closely with individual clients to find the best approach to their recovery treatment.

We look forward to continuing to work with Sandra Eskenazi Mental Health Center to provide access to needed mental health and/or substance abuse services to the clients that are served by Sandra Eskenazi Mental Health Center and Dove Recovery House.

Sincerely,

A handwritten signature in black ink that reads "Wendy Noe". The signature is written in a cursive, flowing style.

Wendy Noe
CEO
Dove Recovery House



November 14, 2023

Teresa Deaton-Reese
CPPB, CPPO, Procurement Consultant
Indiana Department of Administration
Procurement Division
402 W. Washington St., Room W468
Indianapolis, Indiana 46204

Dear Ms. Deaton-Reese:

On behalf of Eskenazi Health, I am pleased to offer our support for the application submitted by the Health & Hospital Corporation of Marion County (HHC) d/b/a Sandra Eskenazi Mental Health Center to the Indiana Department of Administration in response to the *Certified Community Behavioral Health Clinics (CCBHC) Demonstration Sites* Request for Services #24-77045. Both Eskenazi Health and Sandra Eskenazi Mental Health Center operate under the auspices of HHC, a municipal corporation and political subdivision of the state of Indiana that administers the Division of Public Hospitals d/b/a Eskenazi Health. Eskenazi Health firmly believes and practices CCBHC's focus on and evaluation of healthcare integration between mental health and physical healthcare. This has been an intrinsic part of our healthcare network since Sandra Eskenazi Mental Health Center was founded in 1969. The reciprocity in client service delivery between Sandra Eskenazi Mental Health Center and Eskenazi Health ensures that clients are treated holistically.

As one of America's five largest safety net health systems and featuring the only public, general acute care hospital in Marion County, Eskenazi Health is uniquely positioned to access and serve the most vulnerable, and needy populations of Marion County, Indiana. Eskenazi Health has served the residents of Marion County (Indianapolis) for over 160 years and is one of the most innovative health care systems in the country. Eskenazi Health's mission is to Advocate, Care, Teach and Serve with an emphasis on the social determinants of health (SDOH) of the vulnerable populations of Marion County.

Eskenazi Health is comprised of: Eskenazi Health Center, the State's largest FQHC, with 14 clinic sites serving areas that represent the highest-need regions in Marion County; the Sidney & Lois Eskenazi Hospital, a general acute care facility with 315 staffed beds and more than 200 exam rooms; the Richard M. Fairbanks Burn Center at Eskenazi Health; the Michael & Susan Smith

Emergency Department, which is a designated Level 1 Shock Trauma Center; and Sandra Eskenazi Mental Health Center. Eskenazi Health also serves as a primary teaching health system for the Indiana University School of Medicine (the nation's largest medical school), the prestigious Regenstrief Institute in innovation to enhance health care delivery.

Eskenazi Health is committed to promoting good health throughout the community with the guiding principle that every citizen of Marion County should receive medical treatment and other public health services in a friendly environment, free from access barriers resulting from race, ethnicity, gender, age, sexual orientation, or other cultural and social aspects. Since 1859, Eskenazi Health has stood for health equity. The goal of its SDOH programs is to increase the overall health of Marion County neighborhood residents by creating high-quality, place-based care that addresses systemic barriers to health in addition to traditional medical care. To achieve this goal, Eskenazi is in the process of establishing three Health Equity Zones, expanding screening for SDOH and improving referral and linkage to community resources, integrating medical and mental health care, and amplifying the scope, reach and impact of the Food and Medicine program.

We look forward to continuing to work with Sandra Eskenazi Mental Health Center to ensure that all clients served by the Eskenazi Health system receive high quality and comprehensive integrated health care.

Sincerely,

A handwritten signature in black ink, appearing to read "Lisa Harris MD".

Lisa Harris, MD,
Chief Executive Officer
Eskenazi Health



November 18, 2023

Teresa Deaton-Reese
CPPB, CPPO, Procurement Consultant
Indiana Department of Administration
Procurement Division
402 W. Washington St., Room W468
Indianapolis, Indiana 46204

Dear Ms. Deaton-Reese:

On behalf of Eskenazi Health Center (EHC), I am pleased to offer our support for the application submitted by the Health & Hospital Corporation of Marion County (HHC) d/b/a Sandra Eskenazi Mental Health Center to the Indiana Department of Administration in response to the *Community Behavioral Health Clinics Demonstration Sites* Request for Services #24-77045. Both EHC and Sandra Eskenazi Mental Health Center operate under the auspices of HHC, a municipal corporation and political subdivision of the state of Indiana that administers the Division of Public Hospitals d/b/a Eskenazi Health.

EHC is a division of Eskenazi Health, one of America's five largest safety net health systems and featuring the only public, general acute care hospital in Marion County. Eskenazi Health has served the residents of Marion County (Indianapolis) for over 160 years and is one of the most innovative health care systems in the country. EHC is the State's largest FQHC, with 14 clinic sites serving areas that represent the highest-need regions of the county. Sixty-three census tracts within the service area are designated as Medically Underserved Areas (MUAs) or Medically Underserved Populations. EHC provides comprehensive care across the life cycle (i.e., prenatal, pediatric, teen, adult, and geriatric). All sites are designated Level 3 Patient Centered Medical Homes (PCMH). Services include financial counseling, social work, nutrition, dental, podiatry, optometry, health coaching, and integrated mental health and substance use treatment.

We look forward to continuing to work with Sandra Eskenazi Mental Health Center to provide access to needed mental health and addiction services to the clients that are served by Sandra Eskenazi Mental Health Center and EHC.

Sincerely,

A handwritten signature in black ink that reads "Dawn P. Haut MD".

Dawn Haut, MD
Chief Executive Officer
Eskenazi Health Center

HENDRICKS BEHAVIORAL HOSPITAL

November 7, 2023

Teresa Deaton-Reese
CPPB, CPPO, Procurement Consultant
Indiana Department of Administration
Procurement Division
402 W. Washington St., Room W468
Indianapolis, Indiana 46204

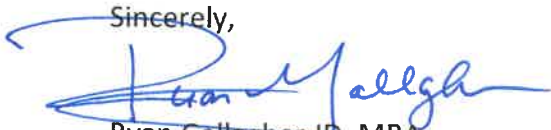
Dear Ms. Deaton-Reese:

As CEO of Hendricks Behavioral Health, I am pleased to commit to working with Sandra Eskenazi Mental Health Center in establishing a Care Coordination agreement that ensures clients receive individualized wraparound care meeting the highest quality standards of Certified Community Behavioral Health Clinics and those service providers with whom they partner. Hendricks Behavioral Health will partner with Sandra Eskenazi Mental Health Center in a shared mission to reduce the challenges of navigating transitions of care.

Hendricks Behavioral Health was established in 2021 to provide a supportive, compassionate, and innovative environment focused on patient centered care. Our knowledge and expertise in the field of behavioral health and chemical dependency care is dedicated to improving life in our community. We provide high-quality, individualized behavioral healthcare services to all patients and utilize a mental health team approach to meet the different behavioral health needs of the patients we serve. In addition to free assessments, inpatient care, and detox treatment services, Hendricks Behavioral Hospital provides an Intensive Outpatient Program (IOP) for adults and adolescents ages 13 to 17.

We look forward to continuing to work with Sandra Eskenazi Mental Health Center to provide access to needed mental health and/or substance abuse services to the clients that are served by Sandra Eskenazi Mental Health Center and Hendricks Behavioral Health.

Sincerely,

A handwritten signature in blue ink, appearing to read "Ryan Gallagher", is written over a horizontal line.

Ryan Gallagher JD, MBA
Chief Executive officer
Hendricks Behavioral Health



October 30, 2023

Teresa Deaton-Reese
CPPB, CPPO, Procurement Consultant
Indiana Department of Administration
Procurement Division
402 W. Washington St., Room W468
Indianapolis, Indiana 46204

Dear Ms. Deaton-Reese:

On behalf of Horizon House, I am pleased to commit to working with Sandra Eskenazi Mental Health Center in establishing a Care Coordination agreement that ensures clients receive individualized wraparound care meeting the highest quality standards of Certified Community Behavioral Health Clinics and those service providers with whom they partner. Horizon House will partner with Sandra Eskenazi Mental Health Center in a shared mission to reduce the challenges of navigating transitions of care.

Horizon House (est. 1987 as the Indianapolis Day Center) seeks to support our neighbors experiencing homelessness with integrated, comprehensive services so they can secure and maintain housing. Horizon House prioritizes connecting our neighbors to permanent housing without preconditions or barriers to entry to support their long-term stability and prevent returns to homelessness. We also prioritize extending hospitality to our neighbors, treating each person individually and holistically with dignity and respect. As part of this holistic approach, Horizon House recognizes the complex needs of our neighbors and take a coordinated approach to provide individually centered, quality services.

We look forward to continuing to work with Sandra Eskenazi Mental Health Center to provide access to needed mental health and/or substance abuse services to the clients that are served by Sandra Eskenazi Mental Health Center and the Horizon House.

Sincerely,

A handwritten signature in blue ink that reads "Teresa D. Wessel".

Teresa D. Wessel
Executive Director
Horizon House

BUILDING THE FOUNDATIONS TO END HOMELESSNESS



1033 E. Washington Street, Indianapolis, IN 46202 P: (317) 423-8909 F: (317) 423-8906 www.horizonhouse.cc



November 8, 2023

Teresa Deaton-Reese
CPPB, CPPO, Procurement Consultant
Indiana Department of Administration
Procurement Division
402 W. Washington St., Room W468
Indianapolis, Indiana 46204

Dear Ms. Deaton-Reese:

As Executive Director of The PourHouse, I am pleased to commit to working with Sandra Eskenazi Mental Health Center in establishing a Care Coordination agreement that ensures clients receive individualized wraparound care meeting the highest quality standards of Certified Community Behavioral Health Clinics and those service providers with whom they partner. The PourHouse will partner with Sandra Eskenazi Mental Health Center in a shared mission to reduce the challenges of navigating transitions of care.

The PourHouse assists individuals experiencing homelessness in overcoming barriers to housing, treatment, and healthcare. Through community-style street outreach and a unique peer advocacy approach, we help people define and achieve their goals. The PourHouse is recognized as an outreach organization that is critical to the overall picture of addressing homelessness. We are collocated with IMPD's Homeless Outreach Unit and specialize in engaging individuals that are considered long term chronically homeless with mental health barriers, as well as individuals with long term incarceration history.

We look forward to continuing to work with Sandra Eskenazi Mental Health Center to provide access to needed mental health and/or substance abuse services to the clients that are served by Sandra Eskenazi Mental Health Center and the [Organization].

Thank you,

A handwritten signature in blue ink, consisting of a series of loops and a long horizontal stroke extending to the right.

Andrea De Mink
Executive Director



November 10, 2023

Teresa Deaton-Reese
CPPB, CPPO, Procurement Consultant
Indiana Department of Administration
Procurement Division
402 W. Washington St., Room W468
Indianapolis, Indiana 46204

Dear Ms. Deaton-Reese:

On behalf of We Bloom, I am pleased to commit to working with Sandra Eskenazi Mental Health Center in establishing a Care Coordination agreement that ensures clients receive individualized wraparound care meeting the highest quality standards of Certified Community Behavioral Health Clinics and those service providers with whom they partner. We Bloom will partner with Sandra Eskenazi Mental Health Center in a shared mission to reduce the challenges of navigating transitions of care.

Recovery Café Indy is an initiative of We Bloom, a nonprofit organization inspired by the belief that every member of a community can thrive when given access to resources and knowledge, adapted to their environment.

The Recovery Café is an inclusive, healing community where we believe we are all in recovery from something. Our recovery challenges may include substance use, mental health, depression, anxiety, loneliness, grief/loss, trauma, overeating, overworking, homelessness, incarceration or anything that keeps us from thriving. We believe we all deserve to be deeply known and loved, and that we all have unique gifts and talents needed by our community. You are in recovery when you say you are, and ALL pathways of recovery are welcomed and supported at Recovery Cafe.

Our goal at Recovery Café Indy is to create a loving community in which our members gain access to resources, peer support, education, and learn to connect with the love of themselves and others. The model's power is generated by its holistic and inclusive approach to recovery, with an emphasis on connection to self, others, identities, and resources. It is a safe, healing refuge for those on a recovery journey. All pathways to recovery are welcomed whether that be faith-based, therapy-focused, 12-step, medical assisted recovery or on an individual, solo journey. Through our work, we prevent individuals from another potentially life-ending crisis, saving taxpayer money in emergency intervention to help them stabilize, and allowing mental health and substance use support professionals to focus on health maintenance and substance use prevention. Our five programs include: Recovery Circles, School for Recovery, Social Saturday Events, Recovery Resources & the Café Space (our Healing Milieu).

We look forward to continuing to work with Sandra Eskenazi Mental Health Center to provide access to needed mental health and/or substance abuse services to the clients that are served by Sandra Eskenazi Mental Health Center and the We Bloom.

Sincerely,

Beth Kreidl

Beth Kreidl
Executive Director
We Bloom



PERRY HINES
PRESIDENT & CEO

November 8, 2023

Teresa Deaton-Reese
CPPB, CPPO, Procurement Consultant
Indiana Department of Administration
Procurement Division
402 W. Washington St., Room W468
Indianapolis, Indiana 46204

Dear Ms. Deaton-Reese:

As Director of Wheeler Mission Shelter for Men, I am pleased to commit to working with Sandra Eskenazi Mental Health Center in establishing a Care Coordination agreement that ensures clients receive individualized wraparound care meeting the highest quality standards of Certified Community Behavioral Health Clinics and those service providers with whom they partner. Wheeler Mission will partner with Sandra Eskenazi Mental Health Center in a shared mission to reduce the challenges of navigating transitions of care.

Founded in 1893, Wheeler Mission is the oldest continuously operating ministry of its kind in the state of Indiana. Wheeler operates 8 locations and cooperates with many different churches concerned about poverty and homelessness in the inner city. It is a non-denominational, Christian, social services organization, which provides critically needed goods and services to individuals experiencing homelessness, poverty, and need in Central and South Central Indiana without regard to race, color, sexual orientation, creed, national origin, or religion.

We look forward to continuing to work with Sandra Eskenazi Mental Health Center to provide access to needed mental health and/or substance abuse services to the clients that are served by Sandra Eskenazi Mental Health Center and the Wheeler Mission.

Sincerely,

William G. Bumphus Ed.D
Director Shelter for Men
Wheeler Mission
Email: WilliamBumphus@WheelerMission.org
Phone: 317.687.6795 ext. 203

AGREEMENT TO PARTICIPATE
in the
BEHAVIORAL HEALTH ACADEMY™

This Agreement to Participate (Agreement”) is entered into January 1, 2022 by and between **Community Health Network, Inc.**, an Indiana nonprofit corporation with offices at 7330 Shadeland Station, Indianapolis, IN 46256 (“Community”) and **the Health & Hospital Corporation of Marion County d/b/a Sandra Eskenazi Mental Health Center**, an Indiana community mental health center located at 720 Eskenazi Avenue, Indianapolis, IN 46202 (“Provider”).

WHEREAS, Community Health Network, Inc. (“Community”) has established the Behavioral Health Academy™ (“Program”) to address the critical shortage of qualified behavioral health professionals required to meet the increasing needs of individuals for treatment of opioid addiction. The Program requires a cooperative effort between Community, providers of behavioral health care focused on the treatment of addiction (“Providers”), and academic institutions (“Schools”) that provide social work students with a curriculum that meets the educational and practicum requirements for Licensed Clinical Social Worker (LCSW) and Licensed Clinical Addiction Counselor (LCAC) licensure through qualified faculty (“Educators”);

WHEREAS, Community has received funding through its foundation that the Indiana Division of Mental Health and Addiction (“DMHA”) received through the Indiana State Opioid Response Carryover (SOR) grant (the “Grant;” award number 1H79TI083279-01), under CFDA 93.788. The Grant seeks to address needs related to the opioid epidemic by increasing the available qualified workforce throughout the state in opioid addiction treatment and available through federally funded Community Mental Health Centers (“CMHC”); and

WHEREAS, the Provider, designated as a contractor under this agreement, supports one or more CMHC centers in Marion County that provide opioid addiction treatment that is consistent with the Program model of innovative, medication assisted treatment models, and evidence-based approaches to comprehensive co-occurring approaches to psychotherapy and desires to participate as a Program Provider that will host social work students enrolled in participating Schools such as Masters of Social Work programs at the University of Indianapolis and Indiana University School of Social Work (“Students”).

NOW THEREFORE, the parties agree as follows:

A. Responsibilities of Provider

1. Supervision. Provider agrees to provide therapists working at its facilities to supervise Students from the participating Schools for their concentration year practicum in the Fall of 2021, Spring and Fall of 2022, in accordance with the Program requirements and the requirements of the SOR Grant.
2. Aligned Philosophy. Provider agrees its philosophy of care for opioid addiction aligns with the Program philosophy of care as outlined in the Program materials and curriculum. Provider supports the intent of the Program and will facilitate efforts to ensure that the students qualify for dual licensure – as a LCSW and a LCAC. Specifically, Provider will provide practicum experiences which address state requirements for certification (currently a 700-hour practicum is required), and support Student eligibility to earn both LCSW and LCAC certification. This requires Provider to intentionally ensure addiction and co-occurring work is part of the practicum focus.

3. Site Director. Provider will designate a site director who will serve as the primary contact for the Program, and who agrees to use best efforts to follow project timeline set by Community, the Program requirements, SOR Grant requirements and the academic curriculum requirements. Any variation from the timelines must be approved in advance by Community. Site Director and all Field Supervisors agree to abide by the terms of the SOR Grant, the curriculum of the Program and of School. Site Director will:
 - a. Participate in planning meetings with Community and/or Educators from School;
 - b. Participate in recruiting, selecting, and communicating with Students, with Community assisting in the process;
 - c. Attend all scheduled Program supervision classes, ensuring consistent and appropriate representation at all supervision classes;
 - d. Be knowledgeable of Provider operations and be able to answer questions relating to the Provider; and
 - e. Regularly report progress to Community's Program Coordinator.
4. Field Instructor. Provider will designate Field Instructors who:
 - a. Meet the School's field instructor requirements and provide individual Student supervision; and
 - b. Attend all required training scheduled by School and/or Community.
5. Trainers. Provider will designate experienced instructors ("Trainers") to provide classroom instruction in evidence-based practices that are consistent with the Program treatment models and will collaborate with Community in the final selection of the Trainers. The Trainers will supervise the students, using the Program curriculum for all classroom content and supervision. Any additions or changes to the Program curriculum must be approved in advance by Community.
6. Affiliation Agreement. Provider must have an affiliation agreement executed with a School that includes screening Students for infectious diseases, providing appropriate orientation and training in patient and caregiver safety, infection prevention and the protection of patient privacy for the placement of Students as part of the Program.
7. Evaluations. The Site Director and/or Field Supervisor will provide a copy of the written evaluation of each Student which will be submitted to Community Program Coordinator when it is submitted to the Educators.

B. Responsibilities of Community

1. Coordinate Program. Community will provide operational oversight for the Program during the Fall 2021 and Spring of 2022 practicum, including administering Grant funding to Provider as described on the attached Exhibit 1. Community's Program Coordinator shall coordinate the Program, serving as the primary contact for Provider and with the Site Director. Program Coordinator in collaboration with Site Director will assign Students to participate in providing patient care services for training purposes at Provider's facilities in accordance with the terms and conditions of the Program and the requirements for the school's curriculum. Only Students in good standing will be assigned to Provider's facility. In any Renewal Term, the operational oversight

will be the responsibility of Provider, and Community will provide periodic oversight only, through periodic meetings with Provider, observation of up to two classes each semester and updates to the Program materials as Community determines appropriate.

2. Behavioral Health Academy Handbook. Community shall provide a copy of the Handbook to Provider.
3. Manage Grant Compliance. Provider shall perform the deliverables as set forth in Exhibit 1 and provide routine progress reports to Community's Program Coordinator. Community shall compensate Provider within thirty days of achievement of the Deliverables as set forth on Exhibit 1.
4. Provide Program Materials. Community will provide guidance to Provider regarding Program management and oversight, and share Behavioral Health Academy timeline, student agreements, template email communications, and other Program related materials, including the Behavioral Health Academy Handbook (collectively "Program Materials"), at no cost to Provider during this Agreement. Any future use of such materials must retain the copyright notice of ownership by Community Health Network, and only be utilized as part of the materials provided to future students of the Behavioral Health Academy program. Provider agrees to allow quality oversight by Community for any future use of the Program and mark "Behavioral Health Academy." Further, Provider agrees that if the Program is repeated by Provider, Community must approve any new educational affiliate.

C. Intellectual Property

1. License to Use Program Materials. Community hereby grants Provider a non-exclusive and non-transferable license to use Program Materials in connection with Provider's responsibilities under the Agreement. Provider may not sublicense or sell the Program Materials or assign its rights under this Agreement to any third party without first obtaining the written consent of Community.
2. License to Use Program Mark. In connection with the promotion of the Program, Community grants Provider a non-exclusive, non-transferable license for the term of the Agreement to use the BEHAVIORAL HEALTH ACADEMY mark (the "Program Mark"). Provider shall: (a) cooperate with Community in exercising its control of the use of its Program Mark; (b) abide by any quality control procedures that are provided by Community; (c) upon request, supply Community with copies of materials displaying the Program Mark for its approval; and (d) upon notice from Community, cease any use of the Program Mark that is inconsistent with the terms of this Agreement, inconsistent with Community's quality control procedures or policies, or is reasonably objected to by Community. All use of the Program Mark and the goodwill associated therewith shall inure to the benefit of Community.
3. Ownership of Program IP. Provider acknowledges and recognizes that the Program Materials and Program Mark, as well as all patent rights, trade secret rights, design rights, copyrights, trademark rights, and other property rights related thereto (collectively, the "Program IP"), including any Program IP created and/or modifications done to the Program IP at the suggestion of Provider, shall at all times remain the sole property of Community. Provider will not acquire any right, title, or interest in or to the Program IP by reason of this Agreement, except for the non-exclusive right to use the Program IP as permitted herein. To the extent that Provider obtains any interest in the Program IP, Provider hereby assigns all rights, title, and interest in the Program IP to Community.

D. Term and Termination

1. Term. The term of this Agreement shall begin on the Effective Date and shall remain in effect until June 30, 2023 (“Initial Term”). Upon the end of this Initial Term, the Agreement shall automatically renew for successive one-year terms (each a “Renewal Term”) unless a party provides the other party with notice of its intent to terminate the Agreement at least thirty (30) days prior to the end of the then-current term. During the Renewal Term, Provider shall have the ability to continue to use the Program IP in accordance with Section C of this Agreement, and Community shall provide periodic oversight as outlined in Section B (1). However, Grant funding shall only be provided as set forth in Exhibit I of the Agreement. Upon termination or expiration of this Agreement, Provider shall cease all use of the Program IP.
2. Termination for Breach. Either party may terminate this Agreement for cause, if written notice of a material breach of this Agreement is given to the breaching party, and the breaching party is allowed at least thirty (30) days after receipt of the notice of breach to cure the breach, after which, if the breach has not been cured, the notifying party may terminate this Agreement immediately, with written notice of the date of termination given to the breaching party in advance of the date of termination.
3. Force Majeure Events. In the event that any party is rendered unable, wholly or in part, due to a force majeure event (defined below) to carry out its obligations under this Agreement, then such party shall give the other party prompt notice of the force majeure; thereafter, the obligations of the party giving notice, so far as they may be affected by the force majeure, shall be suspended. The affected party shall use all reasonable diligence to resume its obligations as quickly as possible to the extent the same is within such party’s reasonable control. Either party may terminate the Agreement if the affected party is unable or unwilling to resume its obligations within sixty (60) days of the Force Majeure Event. The term “force majeure events” include an act of God, strike, lockout, or other industrial disturbance, act of the public enemy, war, blockade, public riot, lightening, fire, storm, flood, explosion, power outage, governmental restraint, equipment malfunction, epidemics/pandemics; Government or military acts or orders and any other cause whether described above or otherwise, which is not reasonably within such party’s control.

E. Mutual Responsibilities

1. Community Professional Liability Insurance Obligation. Community shall maintain professional liability insurance in the limits necessary to qualify itself, its agents, and employees as health care providers under the Indiana Medical Malpractice Act (Ind. Code § 18-34 *et seq.*), as amended from time to time, or any successor legislation (the “Act”). The insurance shall provide coverage for incidents, claims and suits arising from activities performed pursuant to this Agreement during the term of this Agreement, as well as those claims and suits arising pursuant to this Agreement but reported after the Agreement has been terminated. Proof of such insurance will be made available to Provider upon request.
2. Provider Professional Liability Insurance Obligation. Provider agrees to carry professional liability insurance in amounts equal to the minimum requirements of the Act for itself and all of its agents and employees, insuring against any claims for personal injuries or deaths from the acts or failures to act of any or all of any agents or employees under this Agreement. The insurance shall provide coverage from incidents, claims and suits arising from activities performed pursuant to this Agreement during the term of this Agreement as well as those claims and suits arising pursuant to this Agreement but reported after the Agreement has been terminated. Proof of such insurance will be made available to Community upon request.

3. Other Insurance Obligations. Each party agrees to maintain comprehensive general commercial liability insurance in commercially reasonable amounts for its premises and workers compensation insurance for all of its employees.
4. Publicity. Provider acknowledges and agrees that in order to publicize and encourage other healthcare providers within the state of Indiana to adopt the Behavioral Health Academy or similar programs to increase the available workforce of therapists specially trained in addictions counseling and treatment, the parties will engage in active outreach through press releases, interviews, or other communications. While neither party shall use the other party's name or logo in any descriptive or promotional literature or communication of any kind without the other party's prior written approval, the parties will actively work to facilitate such communications and use of trademarks in relation to the Program, and permission for such use shall not be unreasonably withheld. Whenever the Program is promoted by the Provider in press releases and other written communications, Provider will include a statement that the Program is provided in collaboration with Community.

F. Warranties and Disclaimers

1. Mutual Warranties. Each party represents and warrants that: (i) it has the full right and authority to enter into this Agreement, perform its obligations under this Agreement, and that its execution and delivery of this Agreement have been duly authorized; and (ii) it conducts its business in compliance with all applicable federal, state, and local laws, regulations, and ordinances.
2. Community Warranties. Community warrants that it owns or otherwise has sufficient rights to the Program IP to grant the rights and licenses granted in this Agreement.
3. Disclaimer of Warranties. Except as expressly set forth above, Community disclaims any and all warranties with respect to the Program IP, including, without limitation, the warranties of fitness for a particular purpose, quiet enjoyment, accuracy, non-infringement, title, merchantability, and those that may arise from any course of dealing or performance. Community does not warrant that the Program IP will be error free or will meet Provider's requirements. There are no representations, promises, understandings or warranties relied upon by Provider which are not contained in this Agreement.

G. Indemnification

1. By Provider. Any claims by students and other third parties related to any services that are provided by Provider related to the Program shall be solely between Provider and such third parties. In that regard, Provider shall indemnify and hold Community harmless from any liability, damages, losses, costs, and expenses (including attorneys' fees and expenses), related to any claim by any third party related to Provider's services and other activities related to the Program.
2. By Community. Community shall indemnify and hold Provider harmless from any liability, damages, losses, costs, and expenses (including attorneys' fees and expenses), related to any claim from a third-party that the uses of the Program IP as contemplated by this Agreement infringe that third party's intellectual property rights.

H. General Provisions

1. Amendment. Any amendment to this Agreement must be in writing signed by both parties to this Agreement.
2. Notices. Any notice required to be given under this Agreement shall be addressed to the appropriate party as provided below and shall be effective: (a) on the date of delivery if given in writing and hand delivered; (b) on the date received, if sent by overnight courier with written proof of receipt; or (c) five (5) business days after posting in the United States mail and sent by First Class United States Mail with postage prepaid and return receipt requested:

Community: Community Health Network, Inc.
7330 Shadeland Station
Indianapolis, IN 46256
Attn: Chief Operating Officer

Provider: The Health & Hospital Corporation of Marion County
d/b/a Sandra Eskenazi Mental Health Center
3838 North Rural Street
Indianapolis, IN 46205
Attn: Jennifer Morehead Farmer, VP of Grants
Email: HHCGrants@hhcorp.org

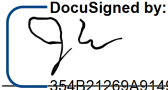
3. Third-Party Beneficiary. This Agreement is intended solely for the benefit of the parties hereto and is not intended to create any rights or benefits, whether expressed, or implied, or incidental, in any other person or entity including, without limitation, patients for whom the parties are responsible or such patients' families, representatives, assigns, and/or heirs.
4. Waivers. No part of this Agreement may be waived except by the further written agreement of the parties. Forbearance in any form from demanding the performance of a duty owed under this Agreement is not a waiver of that duty. Until complete performance of a duty owed under this Agreement, the party to which that duty is owed may invoke any remedy under this Agreement, or under law, despite its past forbearance in demanding performance of that duty.
5. Independent Contractors. In performing the services as contemplated hereunder, the parties agree that Community is acting as independent contractors and not as the agent or employee of Provider. No Community employee providing services hereunder shall be deemed to be an employee of Provider, nor will Provider be liable for the payment of any wage, salary, or compensation of any kind for services provided by Community employees.
6. Non-Discrimination. In accordance with the parties' practices of being good corporate citizens, each agrees to not discriminate against any Student, patient, faculty member or other persons in the performance of this Agreement on any basis which violates any state or federal anti-discrimination law or regulation or on the basis of race, religion, ethnic or national origin, gender, sexual orientation, marital status, age, disability, or veteran status. The parties agree to comply with the nondiscrimination requirements of applicable law.
7. Assignment. This Agreement may not be assigned by either party without the prior written consent of the other party.

8. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana without regard to conflict of laws provisions.
9. Entire Agreement. This Agreement and all exhibits hereto supersede any and all prior agreements, oral or otherwise, between the parties with respect to the subject matter hereof and constitute the entire Agreement of the parties regarding the subject matter hereof with respect to the subject hereof.
10. Counterparts, Electronic Signatures. This Agreement may be executed using electronic signatures, and in multiple counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Any photocopy or facsimile of this Agreement or of any counterpart shall be deemed to be the equivalent of an original.

IN WITNESS WHEREOF, the representatives of each party have executed this Agreement to Participate as of the Effective Date.

“Community”

COMMUNITY HEALTH NETWORK, INC.

By:  _____

Printed: Jason Fahrlander

Title: Executive Vice President & Chief Operating Officer

“Provider”

THE HEALTH AND HOSPITAL CORPORATION OF MARION COUNTY
D/B/A SANDRA ESKENAZI MENTAL HEALTH CENTER

By: Paul Babcock

Printed: Paul T. Babcock

Title: President & CEO

EXHIBIT 1

Funding Available for the Initial Term

Deliverable	Amount	Due Date	Submit Claim
Student Stipends	\$2,500 per Student for 42 Students	Claims must be submitted by September 23, 2022.	For each Student Stipend, attach: 1) a signed Student Agreement; and 2) documentation as required by the Grant of completed coursework for the Fall of 2021, Spring of 2022, and/or enrollment for the Fall semester of 2022. Following notification to Community, send claim to KBrannen2@ecomunity.com with subject "Eskenazi Claim".
Field and Task Supervision Stipend	\$2,400 per student for 14 Students	Claims must be submitted by September 23, 2022.	Attach a report documenting each Student supervised during the Spring semester of 2022, at the rate of 1.5 hours per week for the 16-week semester, to a maximum of 240 hours per Student. Send claim to KBrannen2@ecomunity.com with subject "Eskenazi Claim"
Total	\$138,600		

Certificate Of Completion

Envelope Id: 7CE23C3BC7C040299F0A0EEEEB4EBE7DF

Status: Completed

Subject: CW2048207 - CHN BHA Provider Agreement unsigned.pdf

Patient MRN: n

workitemId: a

Source Envelope:

Document Pages: 8

Signatures: 1

Envelope Originator:

Certificate Pages: 1

Initials: 0

Carlita Hobert

AutoNav: Enabled

chobert@hhcorp.org

Enveloped Stamping: Enabled

IP Address: 216.109.110.11

Time Zone: (UTC-05:00) Indiana (East)

Record Tracking

Status: Original

Holder: Carlita Hobert

Location: DocuSign

9/22/2022 2:26:14 PM

chobert@hhcorp.org

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: The Health & Hospital Corp of Marion County Location: DocuSign

Signer Events**Signature****Timestamp**

Paul Babcock

Paul Babcock

Sent: 9/22/2022 2:27:18 PM

PBabcock@HHCorp.org

Resent: 9/23/2022 10:13:55 AM

President

Viewed: 9/23/2022 10:15:33 AM

Health & Hospital Corporation

Signed: 9/23/2022 10:15:37 AM

Security Level: Email, Account Authentication
(None)

Signature Adoption: Pre-selected Style

Using IP Address: 71.145.218.90

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp****Witness Events****Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent

Hashed/Encrypted

9/22/2022 2:27:19 PM

Certified Delivered

Security Checked

9/23/2022 10:15:33 AM

Signing Complete

Security Checked

9/23/2022 10:15:37 AM

Completed

Security Checked

9/23/2022 10:15:37 AM

Payment Events**Status****Timestamps**

**AMENDMENT NO. 1 to the
AGREEMENT TO PARTICIPATE in the
BEHAVIORAL HEALTH ACADEMY™**

THIS AMENDMENT NO. 1 TO THE AGREEMENT TO PARTICIPATE in the BEHAVIORAL HEALTH ACADEMY (this “Amendment”) is entered into between **Community Health Network, Inc.** (“Community”) and **the Health & Hospital Corporation of Marion County d/b/a Sandra Eskenazi Mental Health Center** (“Provider” or “SEMHC”) as of September 29, 2023 (the “Effective Date”).

RECITALS

WHEREAS, Community and Provider entered into the Agreement to Participate in the Behavioral Health Academy (the “Agreement”) dated January 1, 2022;

WHEREAS, The Agreement included funding under a grant for activities of the Behavioral Health Academy (the “Program”) aimed at supporting increasing the available qualified workforce available to treat opioid addiction;

WHEREAS, The scope of the Program has been expanded to provide access to additional trainings and additional grant funding to Community under Professional Services Contract #0000000000000000000068348 from the Indiana Family and Social Services Administration, Division of Mental Health and Addiction through the State Opioid Response (SOR) grant entitled Indiana SOR State Opioid Response 3, award number 1H79TI085779-01, under CFDA 93.788 (“the Grant”);

WHEREAS, the Grant term is September 30, 2022, through September 29, 2023; and

WHEREAS, Community and Provider desire to amend said Agreement as provided herein.

NOW THEREFORE, in consideration of the mutual agreements and conditions contained herein and intending to be legally bound, the parties agree as follows:

- 1. Available Funding.** Additional Grant funds are available during the Grant term as set forth below.


Deliverable	Amount	Due Date	Submit Claim
Student Stipends	\$2,500 Student for up to 16 Students	Claims must be submitted by September 29, 2023.	For each Student Stipend, attach: 1) a signed Student Agreement; and 2) documentation as required by the Grant of completed coursework for the Spring of 2023. Following notification to Community, send claim to

Deliverable	Amount	Due Date	Submit Claim
			KBrannen2@ecommunity.com with subject "SEMHC Claim".
Total Possible	\$40,000		

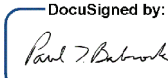
2. **Recitals.** The Recitals set forth above are incorporated into and made a part of the Agreement.
3. **No Further Modification.** Except as and to the extent expressly modified by this Amendment or as otherwise required to effectuate the intent of this Amendment, the Agreement remains in full force and effect. A term not otherwise defined herein shall have the meaning set forth in the Agreement.
4. **Effective Date.** Unless otherwise specified herein, this Amendment No. 1 is effective as of the Effective Date.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the Effective Date.

COMMUNITY HEALTH NETWORK, INC.

By:  DocuSigned by:
354B21269A9149F...
Jason Fahrlander
Executive Vice President & COO

**THE HEALTH AND HOSPITAL CORPORATION OF MARION COUNTY
D/B/A SANDRA ESKENAZI MENTAL HEALTH CETNER**

By:  DocuSigned by:
D930B4E6DD10416...
Paul I. Babcock
President & CEO

AGREEMENT TO PARTICIPATE
in the
BEHAVIORAL HEALTH ACADEMY™

This Agreement to Participate (Agreement”) is entered into January 1, 2022 by and between **Community Health Network, Inc.**, an Indiana nonprofit corporation with offices at 7330 Shadeland Station, Indianapolis, IN 46256 (“Community”) and **the Health & Hospital Corporation of Marion County d/b/a Sandra Eskenazi Mental Health Center**, an Indiana community mental health center located at 720 Eskenazi Avenue, Indianapolis, IN 46202 (“Provider”).

WHEREAS, Community Health Network, Inc. (“Community”) has established the Behavioral Health Academy™ (“Program”) to address the critical shortage of qualified behavioral health professionals required to meet the increasing needs of individuals for treatment of opioid addiction. The Program requires a cooperative effort between Community, providers of behavioral health care focused on the treatment of addiction (“Providers”), and academic institutions (“Schools”) that provide social work students with a curriculum that meets the educational and practicum requirements for Licensed Clinical Social Worker (LCSW) and Licensed Clinical Addiction Counselor (LCAC) licensure through qualified faculty (“Educators”);

WHEREAS, Community has received funding through its foundation that the Indiana Division of Mental Health and Addiction (“DMHA”) received through the Indiana State Opioid Response Carryover (SOR) grant (the “Grant;” award number 1H79TI083279-01), under CFDA 93.788. The Grant seeks to address needs related to the opioid epidemic by increasing the available qualified workforce throughout the state in opioid addiction treatment and available through federally funded Community Mental Health Centers (“CMHC”); and

WHEREAS, the Provider, designated as a contractor under this agreement, supports one or more CMHC centers in Marion County that provide opioid addiction treatment that is consistent with the Program model of innovative, medication assisted treatment models, and evidence-based approaches to comprehensive co-occurring approaches to psychotherapy and desires to participate as a Program Provider that will host social work students enrolled in participating Schools such as Masters of Social Work programs at the University of Indianapolis and Indiana University School of Social Work (“Students”).

NOW THEREFORE, the parties agree as follows:

A. Responsibilities of Provider

1. Supervision. Provider agrees to provide therapists working at its facilities to supervise Students from the participating Schools for their concentration year practicum in the Fall of 2021, Spring and Fall of 2022, in accordance with the Program requirements and the requirements of the SOR Grant.
2. Aligned Philosophy. Provider agrees its philosophy of care for opioid addiction aligns with the Program philosophy of care as outlined in the Program materials and curriculum. Provider supports the intent of the Program and will facilitate efforts to ensure that the students qualify for dual licensure – as a LCSW and a LCAC. Specifically, Provider will provide practicum experiences which address state requirements for certification (currently a 700-hour practicum is required), and support Student eligibility to earn both LCSW and LCAC certification. This requires Provider to intentionally ensure addiction and co-occurring work is part of the practicum focus.

3. Site Director. Provider will designate a site director who will serve as the primary contact for the Program, and who agrees to use best efforts to follow project timeline set by Community, the Program requirements, SOR Grant requirements and the academic curriculum requirements. Any variation from the timelines must be approved in advance by Community. Site Director and all Field Supervisors agree to abide by the terms of the SOR Grant, the curriculum of the Program and of School. Site Director will:
 - a. Participate in planning meetings with Community and/or Educators from School;
 - b. Participate in recruiting, selecting, and communicating with Students, with Community assisting in the process;
 - c. Attend all scheduled Program supervision classes, ensuring consistent and appropriate representation at all supervision classes;
 - d. Be knowledgeable of Provider operations and be able to answer questions relating to the Provider; and
 - e. Regularly report progress to Community's Program Coordinator.
4. Field Instructor. Provider will designate Field Instructors who:
 - a. Meet the School's field instructor requirements and provide individual Student supervision; and
 - b. Attend all required training scheduled by School and/or Community.
5. Trainers. Provider will designate experienced instructors ("Trainers") to provide classroom instruction in evidence-based practices that are consistent with the Program treatment models and will collaborate with Community in the final selection of the Trainers. The Trainers will supervise the students, using the Program curriculum for all classroom content and supervision. Any additions or changes to the Program curriculum must be approved in advance by Community.
6. Affiliation Agreement. Provider must have an affiliation agreement executed with a School that includes screening Students for infectious diseases, providing appropriate orientation and training in patient and caregiver safety, infection prevention and the protection of patient privacy for the placement of Students as part of the Program.
7. Evaluations. The Site Director and/or Field Supervisor will provide a copy of the written evaluation of each Student which will be submitted to Community Program Coordinator when it is submitted to the Educators.

B. Responsibilities of Community

1. Coordinate Program. Community will provide operational oversight for the Program during the Fall 2021 and Spring of 2022 practicum, including administering Grant funding to Provider as described on the attached Exhibit 1. Community's Program Coordinator shall coordinate the Program, serving as the primary contact for Provider and with the Site Director. Program Coordinator in collaboration with Site Director will assign Students to participate in providing patient care services for training purposes at Provider's facilities in accordance with the terms and conditions of the Program and the requirements for the school's curriculum. Only Students in good standing will be assigned to Provider's facility. In any Renewal Term, the operational oversight

will be the responsibility of Provider, and Community will provide periodic oversight only, through periodic meetings with Provider, observation of up to two classes each semester and updates to the Program materials as Community determines appropriate.

2. Behavioral Health Academy Handbook. Community shall provide a copy of the Handbook to Provider.
3. Manage Grant Compliance. Provider shall perform the deliverables as set forth in Exhibit 1 and provide routine progress reports to Community's Program Coordinator. Community shall compensate Provider within thirty days of achievement of the Deliverables as set forth on Exhibit 1.
4. Provide Program Materials. Community will provide guidance to Provider regarding Program management and oversight, and share Behavioral Health Academy timeline, student agreements, template email communications, and other Program related materials, including the Behavioral Health Academy Handbook (collectively "Program Materials"), at no cost to Provider during this Agreement. Any future use of such materials must retain the copyright notice of ownership by Community Health Network, and only be utilized as part of the materials provided to future students of the Behavioral Health Academy program. Provider agrees to allow quality oversight by Community for any future use of the Program and mark "Behavioral Health Academy." Further, Provider agrees that if the Program is repeated by Provider, Community must approve any new educational affiliate.

C. Intellectual Property

1. License to Use Program Materials. Community hereby grants Provider a non-exclusive and non-transferable license to use Program Materials in connection with Provider's responsibilities under the Agreement. Provider may not sublicense or sell the Program Materials or assign its rights under this Agreement to any third party without first obtaining the written consent of Community.
2. License to Use Program Mark. In connection with the promotion of the Program, Community grants Provider a non-exclusive, non-transferable license for the term of the Agreement to use the BEHAVIORAL HEALTH ACADEMY mark (the "Program Mark"). Provider shall: (a) cooperate with Community in exercising its control of the use of its Program Mark; (b) abide by any quality control procedures that are provided by Community; (c) upon request, supply Community with copies of materials displaying the Program Mark for its approval; and (d) upon notice from Community, cease any use of the Program Mark that is inconsistent with the terms of this Agreement, inconsistent with Community's quality control procedures or policies, or is reasonably objected to by Community. All use of the Program Mark and the goodwill associated therewith shall inure to the benefit of Community.
3. Ownership of Program IP. Provider acknowledges and recognizes that the Program Materials and Program Mark, as well as all patent rights, trade secret rights, design rights, copyrights, trademark rights, and other property rights related thereto (collectively, the "Program IP"), including any Program IP created and/or modifications done to the Program IP at the suggestion of Provider, shall at all times remain the sole property of Community. Provider will not acquire any right, title, or interest in or to the Program IP by reason of this Agreement, except for the non-exclusive right to use the Program IP as permitted herein. To the extent that Provider obtains any interest in the Program IP, Provider hereby assigns all rights, title, and interest in the Program IP to Community.

D. Term and Termination

1. Term. The term of this Agreement shall begin on the Effective Date and shall remain in effect until June 30, 2023 (“Initial Term”). Upon the end of this Initial Term, the Agreement shall automatically renew for successive one-year terms (each a “Renewal Term”) unless a party provides the other party with notice of its intent to terminate the Agreement at least thirty (30) days prior to the end of the then-current term. During the Renewal Term, Provider shall have the ability to continue to use the Program IP in accordance with Section C of this Agreement, and Community shall provide periodic oversight as outlined in Section B (1). However, Grant funding shall only be provided as set forth in Exhibit I of the Agreement. Upon termination or expiration of this Agreement, Provider shall cease all use of the Program IP.
2. Termination for Breach. Either party may terminate this Agreement for cause, if written notice of a material breach of this Agreement is given to the breaching party, and the breaching party is allowed at least thirty (30) days after receipt of the notice of breach to cure the breach, after which, if the breach has not been cured, the notifying party may terminate this Agreement immediately, with written notice of the date of termination given to the breaching party in advance of the date of termination.
3. Force Majeure Events. In the event that any party is rendered unable, wholly or in part, due to a force majeure event (defined below) to carry out its obligations under this Agreement, then such party shall give the other party prompt notice of the force majeure; thereafter, the obligations of the party giving notice, so far as they may be affected by the force majeure, shall be suspended. The affected party shall use all reasonable diligence to resume its obligations as quickly as possible to the extent the same is within such party’s reasonable control. Either party may terminate the Agreement if the affected party is unable or unwilling to resume its obligations within sixty (60) days of the Force Majeure Event. The term “force majeure events” include an act of God, strike, lockout, or other industrial disturbance, act of the public enemy, war, blockade, public riot, lightening, fire, storm, flood, explosion, power outage, governmental restraint, equipment malfunction, epidemics/pandemics; Government or military acts or orders and any other cause whether described above or otherwise, which is not reasonably within such party’s control.

E. Mutual Responsibilities

1. Community Professional Liability Insurance Obligation. Community shall maintain professional liability insurance in the limits necessary to qualify itself, its agents, and employees as health care providers under the Indiana Medical Malpractice Act (Ind. Code § 18-34 *et seq.*), as amended from time to time, or any successor legislation (the “Act”). The insurance shall provide coverage for incidents, claims and suits arising from activities performed pursuant to this Agreement during the term of this Agreement, as well as those claims and suits arising pursuant to this Agreement but reported after the Agreement has been terminated. Proof of such insurance will be made available to Provider upon request.
2. Provider Professional Liability Insurance Obligation. Provider agrees to carry professional liability insurance in amounts equal to the minimum requirements of the Act for itself and all of its agents and employees, insuring against any claims for personal injuries or deaths from the acts or failures to act of any or all of any agents or employees under this Agreement. The insurance shall provide coverage from incidents, claims and suits arising from activities performed pursuant to this Agreement during the term of this Agreement as well as those claims and suits arising pursuant to this Agreement but reported after the Agreement has been terminated. Proof of such insurance will be made available to Community upon request.

3. Other Insurance Obligations. Each party agrees to maintain comprehensive general commercial liability insurance in commercially reasonable amounts for its premises and workers compensation insurance for all of its employees.
4. Publicity. Provider acknowledges and agrees that in order to publicize and encourage other healthcare providers within the state of Indiana to adopt the Behavioral Health Academy or similar programs to increase the available workforce of therapists specially trained in addictions counseling and treatment, the parties will engage in active outreach through press releases, interviews, or other communications. While neither party shall use the other party's name or logo in any descriptive or promotional literature or communication of any kind without the other party's prior written approval, the parties will actively work to facilitate such communications and use of trademarks in relation to the Program, and permission for such use shall not be unreasonably withheld. Whenever the Program is promoted by the Provider in press releases and other written communications, Provider will include a statement that the Program is provided in collaboration with Community.

F. Warranties and Disclaimers

1. Mutual Warranties. Each party represents and warrants that: (i) it has the full right and authority to enter into this Agreement, perform its obligations under this Agreement, and that its execution and delivery of this Agreement have been duly authorized; and (ii) it conducts its business in compliance with all applicable federal, state, and local laws, regulations, and ordinances.
2. Community Warranties. Community warrants that it owns or otherwise has sufficient rights to the Program IP to grant the rights and licenses granted in this Agreement.
3. Disclaimer of Warranties. Except as expressly set forth above, Community disclaims any and all warranties with respect to the Program IP, including, without limitation, the warranties of fitness for a particular purpose, quiet enjoyment, accuracy, non-infringement, title, merchantability, and those that may arise from any course of dealing or performance. Community does not warrant that the Program IP will be error free or will meet Provider's requirements. There are no representations, promises, understandings or warranties relied upon by Provider which are not contained in this Agreement.

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1. By Provider. Any claims by students and other third parties related to any services that are provided by Provider related to the Program shall be solely between Provider and such third parties. In that regard, Provider shall indemnify and hold Community harmless from any liability, damages, losses, costs, and expenses (including attorneys' fees and expenses), related to any claim by any third party related to Provider's services and other activities related to the Program.
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Community: Community Health Network, Inc.
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Indianapolis, IN 46256
Attn: Chief Operating Officer

Provider: The Health & Hospital Corporation of Marion County
d/b/a Sandra Eskenazi Mental Health Center
3838 North Rural Street
Indianapolis, IN 46205
Attn: Jennifer Morehead Farmer, VP of Grants
Email: HHCGrants@hhcorp.org

3. Third-Party Beneficiary. This Agreement is intended solely for the benefit of the parties hereto and is not intended to create any rights or benefits, whether expressed, or implied, or incidental, in any other person or entity including, without limitation, patients for whom the parties are responsible or such patients' families, representatives, assigns, and/or heirs.
4. Waivers. No part of this Agreement may be waived except by the further written agreement of the parties. Forbearance in any form from demanding the performance of a duty owed under this Agreement is not a waiver of that duty. Until complete performance of a duty owed under this Agreement, the party to which that duty is owed may invoke any remedy under this Agreement, or under law, despite its past forbearance in demanding performance of that duty.
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6. Non-Discrimination. In accordance with the parties' practices of being good corporate citizens, each agrees to not discriminate against any Student, patient, faculty member or other persons in the performance of this Agreement on any basis which violates any state or federal anti-discrimination law or regulation or on the basis of race, religion, ethnic or national origin, gender, sexual orientation, marital status, age, disability, or veteran status. The parties agree to comply with the nondiscrimination requirements of applicable law.
7. Assignment. This Agreement may not be assigned by either party without the prior written consent of the other party.

8. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana without regard to conflict of laws provisions.
9. Entire Agreement. This Agreement and all exhibits hereto supersede any and all prior agreements, oral or otherwise, between the parties with respect to the subject matter hereof and constitute the entire Agreement of the parties regarding the subject matter hereof with respect to the subject hereof.
10. Counterparts, Electronic Signatures. This Agreement may be executed using electronic signatures, and in multiple counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Any photocopy or facsimile of this Agreement or of any counterpart shall be deemed to be the equivalent of an original.

IN WITNESS WHEREOF, the representatives of each party have executed this Agreement to Participate as of the Effective Date.

“Community”

COMMUNITY HEALTH NETWORK, INC.

By:  _____

Printed: Jason Fahrlander

Title: Executive Vice President & Chief Operating Officer

“Provider”

THE HEALTH AND HOSPITAL CORPORATION OF MARION COUNTY
D/B/A SANDRA ESKENAZI MENTAL HEALTH CENTER

By: Paul Babcock _____

Printed: Paul T. Babcock

Title: President & CEO

EXHIBIT 1

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Total	\$138,600		

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Patient MRN: n		
workitemId: a		
Source Envelope:		
Document Pages: 8	Signatures: 1	Envelope Originator:
Certificate Pages: 1	Initials: 0	Carlita Hobert
AutoNav: Enabled		chobert@hhcorp.org
EnvelopeId Stamping: Enabled		IP Address: 216.109.110.11
Time Zone: (UTC-05:00) Indiana (East)		

Status: Original	Holder: Carlita Hobert	Location: DocuSign
9/22/2022 2:26:14 PM	chobert@hhcorp.org	
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Paul Babcock		Sent: 9/22/2022 2:27:18 PM
PBabcock@HHCorp.org	<i>Paul Babcock</i>	Resent: 9/23/2022 10:13:55 AM
President		Viewed: 9/23/2022 10:15:33 AM
Health & Hospital Corporation		Signed: 9/23/2022 10:15:37 AM
Security Level: Email, Account Authentication (None)	Signature Adoption: Pre-selected Style	
	Using IP Address: 71.145.218.90	

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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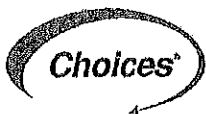
Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Certified Delivered	Security Checked	9/23/2022 10:15:33 AM
Signing Complete	Security Checked	9/23/2022 10:15:37 AM
Completed	Security Checked	9/23/2022 10:15:37 AM

Payment Events	Status	Timestamps
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**MASTER PROVIDER AGREEMENT
BY AND BETWEEN
CHOICES, INC.
AND
HEALTH AND HOSPITAL CORPORATION OF MARION COUNTY D/B/A
ESKENAZI HEALTH MIDTOWN MENTAL HEALTH**

THIS PROVIDER AGREEMENT (this "Agreement") is entered into and effective as of the 1st day of January, 2015, by Choices, Inc., an Indiana nonprofit corporation located at 4701 North Keystone Avenue, Suite 150, Indianapolis, IN 46205 ("Choices"), and Health and Hospital Corporation of Marion County d/b/a Eskenazi Health Midtown Mental Health located at 850 N. Meridian St., 2nd floor, Indianapolis, IN 46204 ("Direct Service Provider").

WITNESSETH:

WHEREAS, Choices is a Indiana nonprofit corporation established to offer expertise and operational support to managed systems of community-based services for families and special needs populations; and

WHEREAS, Choices fulfills its exempt purposes by providing, among other activities, oversight to certain managed family service programs (each, a "Program") to assist youth and families in crisis who enroll in such Programs (each, a "Participant"); and

WHEREAS, Choices operates and provides its services in cooperation with funding from certain federal, state and local governmental entities, including but not limited to, Departments of Education, Child Welfare Agencies, Juvenile Justice Departments, Family and Social Services Administrations and Divisions of Mental Health (collectively, the "Governmental Entities"); and

WHEREAS, from time-to-time, Choices enters into arrangements with Governmental Entities to obtain funding for developing and administering Programs in accordance with and in adherence to the standards that are set forth by the respective jurisdictions of such Governmental Entities; and

WHEREAS, in order to accomplish certain objectives of the Programs, Choices enters into arrangements with direct service providers, who are duly licensed and/or otherwise qualified to deliver Covered Services to Participants; and

WHEREAS, Choices does not provide any Covered Service to a Participant but rather contracts with direct service providers to provide such services; and

WHEREAS, Choices desires to engage Direct Service Provider, and Direct Service Provider desires to accept such engagement on a nonexclusive basis, to provide Covered Services to Participants in the Program under the terms and conditions set forth in this Agreement; and



4701 N. Keystone Ave. Ste 150 Indianapolis, IN 46205
P: 317.726.2121 F: 317.726.2130



www.ChoicesTeam.org/Connect

WHEREAS, Choices and Direct Service Provider agree that the delivery of Covered Services under the Programs requires identification and delineation of the respective roles of the parties. Accordingly, the parties agree to cooperate in good faith together and among other service providers in the overall coordination of Covered Services to Participants, as reasonably determined by Choices.

NOW, THEREFORE, in consideration of the mutual promises herein stated, it is agreed by and between the parties as follows:

ARTICLE I DEFINITIONS

As used in this Agreement, the following terms shall have the meanings set forth herein, except where the context is clear that such meanings are not intended:

-
- A. "Agreement" means this Provider Agreement and all addenda, exhibits, attachments, schedules, and amendments, which are expressly incorporated herein and deemed to be a single agreement.
- B. "Care Coordinator" means an individual who is a Choices employee responsible on behalf of Choices for organizing child and family teams, conducting team meetings, preparing the Plan of Care, and coordinating all services specified in the Plan of Care.
- C. "Case Record" means the collective documentation about a Participant, other than the Clinical Record, maintained by Choices and including, without limitation, case management, social service, Care Plan, Individual Treatment Plan, diagnosis, and other records about a Participant and utilized for the coordination of Covered Services for a Participant.
- D. "Clinical Record" means the collective clinical documentation maintained by Direct Service Provider, including, without limitation, any medical or psychological clinical information relating to the medical diagnosis, assessment, treatment, or other provision of Covered Services to a Participant.
- E. "Conflict of Interest" means a situation in which a person has a financial or personal interest in a matter sufficient to appear to a reasonable person to influence the objective exercise of such person's professional duties.
- F. "Covered Services" means medical, behavioral health, mentor services, placement services, psychiatric services, respite services, supervision services or family support services covered under the Program, which are to be provided by Direct Service Provider to Participants under this Agreement, as set forth in greater detail in Exhibit B, attached hereto and incorporated herein by reference.

G. "Direct Service Provider" means the entity identified herein and any employees, contractors, or agents providing Covered Services to Participants within the scope of their professional competency and upon referral by a Care Coordinator.

H. "Emergency" means a medical condition that manifests itself by symptoms of sufficient severity, such that the absence of immediate medical or psychiatric attention could reasonably be expected by a prudent layperson that possesses an average knowledge of health and medicine to result in serious risk to the mental or physical health of the individual.

I. "Grievance" means a written or verbal statement by a Participant of the Participant's dissatisfaction with a service of Choices and/or Direct Service Provider that is included in the Participant's Plan of Care.

J. "Participant" means an individual who has enrolled or been enrolled with Choices in the Program for the provision of services defined in the Plan of Care.

K. "Plan of Care" means a written document developed by a Choices Care Coordinator describing the type, frequency and duration of the Covered Services that are to be provided to the Participant or Participant's family by Direct Service Provider.

L. "Program" means the managed family services and behavioral health and social services program established by Choices.

M. "Quality Assurance/Utilization Management Program" means a system that provides ongoing monitoring activities related to the quality, appropriateness, effectiveness, cost, and utilization of the services provided to Participants by Direct Service Provider and the implementation of corrective actions determined by Choices to be appropriate under the circumstances.

ARTICLE II ROLE OF CHOICES

A. The duties and obligations of Choices are limited to the act of care coordination and facilitation of the delivery of Covered Services to Participants, and no Covered Services will be provided directly by Choices under this Agreement.

B. Choices agrees to fulfill the following obligations throughout the term of this Agreement in accordance with applicable law.

1. Plan of Care. Choices shall be responsible for coordinating the delivery of Covered Services for Participants under this Agreement. Choices shall coordinate with any Governmental Entity in this process and shall fulfill its obligations under the Program. Choices shall identify one or more Care Coordinators to work with each Participant and will cause to be developed a Plan of Care for each Participant with

respect to the appropriate coordination of Covered Services. A Direct Service Provider shall not be paid by Choices for any services (with the exception of the coordination of or provision of Emergency Services) unless those services are approved as Covered Services in Exhibit B to this Agreement, specifically authorized in the Participant's Plan of Care, approved in writing by the designated Care Coordinator, and supported by appropriate documentation by Direct Service Provider.

2. Administrative Services. Choices shall provide or arrange for the provision of the appropriate internal administrative services to fulfill its obligations under this Agreement, including claims processing, accounting, coordination with Governmental Entities and Direct Service Providers, and case management services.

3. Quality and Utilization. Choices will develop and supervise a Quality Assurance/Utilization Management program ("Quality Management Program") and monitor the utilization of Covered Services provided to Participants by Direct Service Provider. ~~Choices will provide continued assistance to Direct Service Provider in the development and management of:~~ (1) referral protocols for Covered Services; and (2) a claims-review procedure linked to the Quality Management Program established by Choices. Direct Service Provider shall participate in the Quality Management Program for Covered Services provided to Participants, as requested by Choices. Direct Service Provider shall be an active participant in each Participant's child and family team to implement the Participant's Plan of Care. Direct Service Provider shall timely provide Choices with all required reports, as outlined in Exhibit C to this Agreement, and agrees that all reports shall be in a form which: (1) complies with the established guidelines of the applicable clinical organization governing the practice of Direct Service Provider, or is agreed upon by Choices and the Direct Service Provider; and (2) contains sufficient information to justify the nature, amount, and frequency of services billed by Direct Service Provider. Direct Service Provider further acknowledges that additional information or reports may be needed to comply with applicable service standards of Choices and/or Governmental Entities, and agrees to timely provide said information and reports as requested.

4. Participant Eligibility. Choices will provide Direct Service Provider with information, periodically updated from time to time as determined by Choices, about each Participant's eligibility for Covered Services, utilization data applicable to Direct Service Provider, and the policies and procedures of Choices.

5. Grievance Procedures. Choices will develop and manage a system for Grievances for Participants and Direct Service Providers and will provide or arrange for the provision of information to Participants and Direct Service Provider about Choices' rules and procedures relating to Grievances. Choices will, when necessary, act as intermediary between a Participant and Direct Service Provider in attempting to informally resolve Grievances related to the provision of services under this Agreement; provided, however, such affirmative intermediary actions by Choices will not eliminate the responsibility of Direct Service Provider to provide Covered Services hereunder. Such action may include forwarding the Participant's Grievance to the Direct Service Provider for action and

resolution. Direct Service Provider, upon receipt of any formal complaint, Grievance or other notice relating to Covered Services provided pursuant to this Agreement, whether from a Participant, a family member of a Participant, by any governmental agency or entity, or by a regulatory authority, shall promptly forward such notice to Choices.

6. Independent Medical Judgment. Choices agrees that it will not interfere with the independent medical or clinical judgment of the Direct Service Provider as it relates to the direct provision of Covered Services by the Direct Service Provider as outlined in each Participant's Plan of Care. Further, Direct Service Provider and its employed or contracted health care professionals are responsible for all aspects relating to quality of patient care rendered by Direct Service Provider, and accordingly Direct Service Provider and its employed or contracted professionals agree to accept full authority and responsibility for any legal matters that arise within and in relation to the delivery of Covered Services. Direct Service Provider agrees that it and all employed or contracted professionals will comply with all applicable service standards and professional standards of care in providing services to Participants under this Agreement.

7. Compliance with or Review by Governmental Entity. Direct Service Provider understands and acknowledges that the requirements and standards of any Governmental Entity with respect to a Participant may require additional review of, and identification of the respective roles of the parties, including responsibilities for maintaining information in Clinical Records and Case Records, and agrees to cooperate with Choices in good faith, when necessary to assist Choices in meeting the standards of a Governmental Entity.

ARTICLE III ROLE OF DIRECT SERVICE PROVIDER

A. The duties and obligations of Direct Service Provider are limited to the provision of Covered Services outlined in each Participant's Plan of Care, Placement Agreement (if applicable), and Individualized Treatment Plan, each as approved by Choices. The Direct Service Provider will not provide care coordination to Participants.

B. Direct Service Provider hereby agrees to fulfill the following obligations throughout the term of this Agreement in accordance with applicable law:

1. Provision of Covered Services. Direct Service Provider agrees to provide or arrange for the direct provision of all Covered Services which are described in Exhibit B and approved by Choices pursuant to a Participant's Plan of Care. Direct Service Provider shall render the Covered Services at a location that is mutually agreed upon by Choices and Direct Service Provider and reflected in the Plan of Care. Direct Service Provider agrees that it shall only provide services to a Participant that are reasonable and necessary.

2. Licensure, Certification, Credentialing and Qualifications. Direct Service Provider represents and warrants that the Covered Services are within the scope of licensure, certification, credentialing and/or qualifications of Direct Service Provider, and that it and any employed and subcontracted providers will provide only those Covered Services which are within the scope of each individual or entity's licensure, certification, credentialing, and qualifications, and in accordance with any applicable service standards of Choices or Governmental Entities. Direct Service Provider represents and warrants that its licensure, certification, credentialing and/or qualifications will remain uninterrupted during the term of this Agreement, in conformity with the conditions of this Agreement and any standards, requirements or other policies of Governmental Entities or such other funding sources applicable to the Program. Direct Service Provider certifies that it and any employed and subcontracted providers hold all required certifications and licenses to provide Covered Services required by the jurisdiction in which services are rendered and are otherwise qualified to provide Covered Services to Participants. Direct Service Provider agrees to provide Choices with all documentation necessary to establish its licensure, certification, credentialing, and qualifications, and to update that documentation on an annual basis and upon request by Choices.

3. Non-Discrimination. Direct Service Provider agrees to provide Covered Services to Participants without discrimination or differentiation in the treatment of, or availability to, Participants on the basis of race, gender, age, religion, marital status, national origin, sexual orientation, health status or source of payment and any other status which is protected by applicable law. Such requirements are further outlined in Exhibit A.

4. Plan of Care and Individualized Treatment Plan. Direct Service Provider shall be reimbursed for approved Covered Services provided to Participants in accordance with, and as outlined in, an individual Plan of Care for each Participant as documented by the Choices Care Coordinator and approved by Choices. The Direct Service Provider shall also be responsible for developing an Individualized Treatment Plan for each Participant, which shall discuss the provision of Covered Services by Direct Service Provider, and shall provide the Individualized Treatment Plan to Choices within the timelines set forth in Exhibit C. The Plan of Care and the Individualized Treatment Plan will be updated or recertified on a periodic basis as required by applicable service standards, a change in the Participant's status, a request by Choices, applicable law, or other appropriate circumstances. Direct Service Provider shall not make any additions or changes to the Covered Services without prior written approval from the Care Coordinator. Direct Service Provider will submit to the Care Coordinator data regarding Covered Services provided to Participants and will submit claims for reimbursement in accordance with Choices' policies and procedures for billing.

5. Direct Service Provider Records. The Direct Service Provider and its subcontractors, if any, shall maintain all books, documents, papers, accounting records, and other evidence pertaining to all Covered Services provided and all costs incurred under this Agreement. Direct Service Provider shall make such materials available at his/her/its respective office at all reasonable times during this Agreement and for seven (7) years from the date of final payment under this Agreement, for inspection by Choices, by the State or its authorized designees. Copies shall be furnished at no cost to Choices or the State if requested.

6. Exclusion from Health Program. Direct Service Provider shall notify Choices immediately if Direct Service Provider is excluded, receives notice that it is under investigation for exclusion, or otherwise receives notice that it may be excluded from participation in any state or federal health care program, including Medicare or Medicaid, or is listed or otherwise identified by any local, state, federal, or other list of excluded providers.

7. Audits. Direct Service Provider shall assist and support Choices with any internal or external audit process for billing, compliance, or credentialing purposes that are connected to Covered Services provided under this Agreement, including, but not limited to, allowing Choices or its designee to engage in an on-site review of Provider Records and related documents at the Direct Service Provider's place of business and/or where Covered Services were provided to Participants.

8. Provision of Emergency Treatment. Direct Service Provider warrants that should an Emergency occur, Direct Service Provider shall refer a Participant to the nearest appropriate facility for the treatment of the Emergency, regardless of whether the provider is listed in the Plan of Care for that Participant. Notwithstanding the foregoing, Direct Service Provider agrees whenever possible in the case of an Emergency, to refer the affected Participant to such providers identified in the Plan of Care or otherwise affiliated with or under an arrangement with Choices, whenever possible and medically appropriate for the purposes of coordinating care of such Participant.

9. Non-emergency Hospital Admissions. Direct Service Provider warrants that, except in cases of an Emergency (as defined in this Agreement), all inpatient or outpatient hospital admissions of each Participant shall be to such hospital(s) designated in writing by the Care Coordinator or by the Plan of Care.

10. Prior Approval. Direct Service Provider shall not refer a Participant to a social services provider, counselor, physician, hospital, health professional or health provider outside the Participant's Plan of Care, and shall not admit any Participant to a hospital without prior notice and approval of the Care Coordinator and/or Choices other than for the provision of Emergency Care as outlined in Article III, B(8). Upon such referral, Direct Service Provider shall request the Care Coordinator to amend the Participant's Plan of Care. Such request is subject to the approval of the Care Coordinator.

11. Utilization. It is the intent of both Parties to limit unnecessary costs and coordinate the utilization of Covered Services to Participants. Accordingly, Direct Service Provider and its subcontractors shall cooperate and comply with all relevant Choices' administrative procedures and policies, including any credentialing, utilization review and claims procedures, and prompt provision of information to be included in Participants' Case Records. Direct Service Provider may address concerns regarding credentialing, utilization review and claims procedures, or related matters through Choices' Grievance process. Direct Service Provider agrees to abide by any and all decisions resulting from such procedures and to waive any and all claims it may have against Choices and the Participants in such procedures arising out of or relating to any recommendation made or actions taken with

respect to the Direct Service Provider. Such waiver shall survive the termination of this Agreement.

12. Amendment to Change in Status of Law. Direct Service Provider acknowledges and agrees that Choices is subject to various local, state and federal laws, regulations, and service standards that affect the provision of services by Direct Service Provider under this Agreement (hereinafter referred to as "Legal Requirements"). Direct Service Provider agrees to comply with all such Legal Requirements, as enacted or amended by the state or federal government from time-to-time. All relevant statutory and regulatory enactments and amendments affecting the provision of services hereunder shall be binding on the Direct Service Provider, with or without express notice of such enactments or amendments by Choices. All enactments and amendments to any Legal Requirements shall be deemed to constitute an amendment to this Agreement. Such amendment shall be deemed accepted by Direct Service Provider unless Direct Service Provider, within five (5) business days of the ratification of any enactments or amendments, gives written notice of Direct Service Provider's objection thereto. In the event that Direct Service Provider so objects to amending this Agreement to confirm with Legal Requirements, Choices shall have the right, but not the obligation, to terminate this Agreement pursuant to Article VIII.B.

13. Provider Handbook. Direct Service Provider acknowledges and agrees that Choices maintains a Provider Handbook which sets forth processes and procedures relating to the provision of and billing for Covered Services under this Agreement, and that Choices makes said Provider Handbook available to Providers in its network. Direct Service Provider agrees to comply with the terms set forth in the Provider Handbook. Direct Service Provider acknowledges that Choices may revise the terms set forth in the Provider Handbook from time to time without notice to Direct Service Provider, and that such amendments will be deemed accepted by Direct Service Provider unless Direct Service Provider, within five (5) business days of publication of such revisions, gives written notice of Direct Service Provider's objection thereto. Choices agrees that in revising its Provider Handbook, it shall not make revisions which would remove items from Direct Service Provider's list of approved Covered Services in Exhibit B, amend the rates payable to Direct Service Provider under this Agreement, or amend the terms set forth in Article IV of this Agreement, without a written amendment to this Agreement signed by both parties.

14. Publication of Direct Service Provider Information. Direct Service Provider agrees that Choices may include the name, address and telephone number of Direct Service Provider and a description of the Covered Services provided hereunder in its educational and marketing materials, in any roster of providers, and in other brochures related to the provision of services under this Agreement.

15. Assignment. Direct Service Provider shall not subcontract or assign any of its rights or obligations under this Agreement without the prior written consent of Choices.

16. Compliance with Agreement. Direct Service Provider warrants and agrees that it and its employees, subcontractors and agents will comply with all the obligations, terms and conditions relating to Direct Service Provider under this Agreement.

17. Conflict of Interest. Direct Service Provider agrees that no Conflict of Interest is present within the scope of its business relationship with Choices, and that any potential Conflict of Interest will be disclosed to Choices promptly prior to taking action upon such matter. Direct Service Provider shall not take action or provide Services hereunder until it has received approval from Choices relating to the Conflict of Interest. Direct Service Provider further agrees that it will not enter into a subcontractor relationship with any employee or family member of an employee, officer, director or other representative of Direct Service Provider relating to the provision of Covered Services hereunder without disclosing such relationship to Choices and obtaining Choices' prior written consent.

18. Transportation of Participant. Direct Service Provider agrees that in cases when Direct Service Provider or its agent is transporting a Participant or Participant's family member(s), it will be in compliance with all legal requirements and other safety requirements including, but not limited to, local and state traffic regulations; use of age-appropriate passenger restraint systems; proper maintenance of vehicles; current registration and inspection of vehicles, as required by law; validation of licenses and driving records; and commercially appropriate insurance for vehicles and passengers. Upon request, Direct Service Provider shall provide Choices with documentation of compliance with the aforementioned requirements listed.

ARTICLE IV COMPENSATION

A. Compensation Schedule. Subject to Section IV.B below, Choices shall pay Direct Service Provider for Covered Services authorized by Choices and rendered to each Participant in accordance with the Plan of Care approved by Choices and the compensation schedule described in Exhibit D. Any proposed change, amendment, or addition to such compensation schedule by either the Direct Service Provider or Choices shall require thirty (30) days prior written notice and approval by the other party.

B. Payer of Last Resort and Balance Billing. Notwithstanding compensation set forth in Section IV.A, for any Covered Services covered by Medicaid, private insurance or other third party payors, Direct Service Provider agrees to bill and accept payment from said third party payor as payment in full for such services, and shall not seek compensation under Section IV.A. In the event Covered Services are covered by a third party payor, under no circumstances, including termination of this Agreement for any reason, shall Direct Service Provider bill, charge, collect deposit from, seek remuneration or compensation from or have recourse against Choices, any Participant, or any person acting on behalf of a Participant, for Covered Services. Notwithstanding the foregoing, Direct Service Provider may separately bill a Participant for any co-pay or deductible or Medicaid "spend down" amounts. Direct Service Provider shall also ensure that any separate billing for services rendered to a Participant is in accordance with any Choices' policies, as well as any governmental and third party payor requirements.

C. Submission of Invoice and Excluded Invoices. As a condition precedent to payment, within the timeframes specified below, Direct Service Provider shall submit to Choices a complete invoice for payment of eligible Covered Services provided to each Participant. Each invoice shall include data concerning utilization of Covered Services by each Participant, including those services paid for by any third party payor, in the format established by Choices. Invoices shall be submitted by Direct Service Provider to Choices within sixty (60) calendar days of the end of the calendar month in which the Covered Services were provided. If the Direct Service Provider elects to submit an invoice for the Covered Services to a third party payor for payment, the Direct Service Provider must provide written notice to Choices of that election within sixty (60) calendar days of the end of the calendar month in which the Covered Services were provided. If the Direct Service Provider has provided Choices with written notice and the invoice is denied by the third party payor because of a lack of coverage, the Direct Service Provider may submit an invoice to Choices for payment for any eligible Covered Services within sixty (60) calendar days of the date of the denial, along with a copy of the denial notice. Invoices that have not been submitted within these time frames, or invoices not properly submitted, ~~including, but not limited to, absence of utilization data or failure to submit the~~ written notice or provide a copy of the denial notice, shall be deemed ineligible for payment. The parties expressly agree that Choices shall have the right to write off any invoice or reject for payment any invoice that does not meet the requirements set forth herein.

D. Payment of Invoices. Choices shall pay properly submitted, uncontested invoices within sixty (60) days after receipt from Direct Service Provider. This provision shall not apply to excluded invoices described in subsection IV.B of this Agreement.

E. Conditions of Payment. Direct Service Provider understands and acknowledges that Choices has entered into arrangements with Governmental Entities and other payors to manage a network of services for the Participants in the Choices Programs. As a material condition to entering into this Agreement, Direct Service Provider agrees that the receipt of funding from such Governmental Entities and other payors by Choices is an express condition to the compensation to be paid to Direct Service Provider hereunder. Further, Direct Service Provider agrees to hold Choices harmless should Choices not be paid under any underlying agreement with any Governmental Entity or other payor, and to reimburse Choices for monies paid to Direct Service Provider for Covered Services provided under this Agreement if Choices is required to repay those monies to the Governmental Entities or other payor due to an issue with the services provided to Participant by Direct Service Provider. Choices shall not be deemed to be an insurer, guarantor or underwriter of the responsibility or liability of Direct Service Provider to provide Covered Services to the Participants. Direct Service Provider acknowledges that acceptance of this hold harmless provision is an express condition of this Agreement. Direct Service Provider further agrees that the hold harmless provision shall survive the termination of this Agreement for Covered Services rendered prior to the termination date of this Agreement, regardless of the cause giving rise to termination, and shall be construed to be for the benefit of Participants.

ARTICLE V
CONFIDENTIALITY OF INFORMATION / OWNERSHIP OF RECORDS

A. **Confidentiality.** Choices and Direct Service Provider both acknowledge their respective responsibilities for maintaining confidentiality of information obtained about Participants and each other, including complying with privacy and security requirements under state and federal law. Further, as the parties perform their obligations hereunder, each party acknowledges that certain information that it may acquire from the other party is of a special and unique character and constitutes "Confidential Information." Confidential Information includes: (a) all documents and other materials relating to the Programs, Choices' billing methods, and Choices' business records including but not limited to, all memoranda, clinical manuals, handbooks, accounting files, employee materials, recordings, or other documents that contain information relating to the operation of the Programs; and (b) all methods, techniques and procedures utilized in providing services to Participants not readily available through sources in the public domain. Having acknowledged the foregoing, each party agrees: (a) to exercise the same degree of care and protection with respect to the other Party's Confidential Information that it exercises with respect to its own Confidential Information; and (b) not to directly or indirectly disclose, copy, distribute, republish or allow any third party to have access to any Confidential Information of the other party. Notwithstanding the above: (a) either party may disclose Confidential Information to their respective employees and authorized agents who have a need to know; and (b) either Party may disclose Confidential Information if so authorized or required by law (including court order or subpoena), provided that the owner of the Confidential Information may require the disclosing party to request the appropriate court or governmental body to seal the record that shall contain such Confidential Information.

B. **HIPAA.** Each party agrees that it will comply in all material respects with all federal and state mandated regulations, rules or orders applicable to privacy, security and electronic transactions, including without limitation, regulations promulgated under Title II Subtitle F of the Health Insurance Portability and Accountability Act (Public Law 104-191) ("HIPAA"), to the extent applicable.

C. **Records Of Choices.** The parties acknowledge that all Case Records, documents, policies, procedures or other materials prepared by Choices in connection with the Programs shall be treated as confidential pursuant to applicable federal and state law and in accordance with this Article V, provided, however, that to the extent permissible under applicable law, Direct Service Provider shall be permitted reasonable access to such records to enable Direct Service Provider to perform its duties hereunder and for reasonable business and legal purposes. All records shall remain on file by Choices for not less than seven (7) years.

D. **Records Of Direct Service Provider.** The parties acknowledge that all Clinical Records, medical documentation, clinical protocols, business records and other materials of Direct Service Provider shall be treated as confidential pursuant to applicable federal and state law and in accordance with this Article V, provided, however, that Choices shall have the right, for treatment, payment or other business purposes, upon request and to the extent not inconsistent

with the applicable provisions of state and federal laws and regulations relating to the confidentiality of Clinical Records, to inspect at all reasonable times, Clinical Records, medical and other records maintained by Direct Service Provider related to Covered Services provided under this Agreement. In the event an examination of Covered Services rendered under this Agreement is conducted by appropriate state or federal officials, Direct Service Provider shall submit any required books and records to facilitate such examination. Direct Service Provider agrees to provide Direct Service Provider Records to the extent such information is reasonably requested by Choices for care coordination or other reasonable business or legal purposes. Except as provided herein, Direct Service Provider shall not be required to disclose medical records for any Participant under this Agreement except upon request of Choices and as otherwise required or permitted by law.

E. Breach of Confidentiality. The parties acknowledge and agree that any breach of the terms of this Article V will result in irreparable harm to the other party, that such party cannot be reasonably or adequately compensated in damages for such breach and that such party shall therefore be entitled, in addition to any other remedies that may be available to such party, to seek any and all equitable remedies including, without limitation, injunctive relief, to prevent such breach and to secure the enforcement thereof. The terms of this Article V shall survive the termination of this Agreement.

ARTICLE VI

RELATIONSHIP BETWEEN CHOICES AND DIRECT SERVICE PROVIDER

A. Independent Entities. This Agreement and any and all provisions of this Agreement, are not intended to create, nor shall they be deemed or construed to create, any relationship between Direct Service Provider and Choices other than that of independently owned entities contracting with each other solely to effectuate the purposes and provisions of this Agreement. Nothing in this Agreement shall be construed to create the relationship of employer and employee, principal and agent, joint venture, partnership, or any relationship other than that of independent contractors. In this respect, Choices shall have no direct control over the performance of Covered Services provided to Participants by Direct Service Provider or Direct Service Provider's employees or contractors. Direct Service Provider acknowledges that it is solely responsible to ensure that the Covered Services provided by Direct Service Provider and personnel acting under the direction of Direct Service Provider meet the applicable quality standards for such Covered Services.

B. Cooperation. Direct Service Provider and Choices shall maintain an effective liaison and close cooperation with each other to provide benefits to each Participant at reasonable cost, consistent with applicable quality standards for such Covered Services.

C. Trademark and Advertising. Both parties agree not to use the other party's trademark, or symbol in any form of advertising without the other party's prior written approval unless otherwise agreed to in this Agreement.

D. Non-exclusive Agreement. The parties understand and agree that this Agreement is a nonexclusive arrangement with respect to Covered Services for Participants, and that the parties

have entered into this arrangement without any assurance of any volume or specific requirements.

ARTICLE VII INSURANCE AND INDEMNIFICATION

A. Sole Responsibility. The parties to this Agreement agree that each party hereto is and shall be solely responsible for its own negligence, acts or omissions.

B. Indemnification. Direct Service Provider agrees to indemnify, defend, and hold harmless the Governmental Entities and each of their agents, officials, and employees from all claims and law suits, including court costs, attorney's fees and other expenses caused by any act or omission of the Direct Service Provider, its employees, its agents, and its subcontractors, if any, in the performance of this Agreement. Governmental Entities shall not provide such indemnification to Direct Service Provider.

C. Insurance. Direct Service Provider, at its sole cost and expense, shall maintain policies of insurance or self-insurance in such amounts and under such terms as set forth in Exhibit A to insure Direct Service Provider and its employees and agents against any claim or claims for damages arising by reason of injury to person or property or death occasioned directly or indirectly in connection with the performance of Covered Services, professional services or other actions taken hereunder, or the use of any property, facilities or equipment by Direct Service Provider in connection with this Agreement. Direct Service Provider may satisfy any of its insurance obligations set forth herein through a program of self-insurance which meets the requirements set forth in Exhibit A.

D. Claim for Negligence. Direct Service Provider shall promptly advise Choices in the event that it has submitted notice to its professional or general liability carrier that a potential claim of negligence may be made against Direct Service Provider or an employee or agent of Direct Service Provider relating to any Covered Services provided to a Participant or relating to this Agreement in any manner. Direct Service Provider will immediately forward to Choices any claim that is made and will provide notice in the manner set forth in Section II.B.5 of this Agreement of any Grievance that is sent to Direct Service Provider regarding a Participant.

E. Maintenance of Insurance. Maintenance of the proper insurance for the duration of the Agreement is a material element of this Agreement. Material changes in the required coverage or cancellation of the coverage shall constitute a material breach of the Agreement.

F. Insurance Coverage for Subcontractors. If any of the work or services contemplated by this Agreement is subcontracted, Direct Service Provider shall ensure that any and all subcontractors maintain insurance equivalent to the insurance requirements contained herein and the insurance requirements contained in Exhibit A.

ARTICLE VIII

TERM AND TERMINATION

A. Initial Term. The initial term of this Agreement shall take effect as of the day and year first above written. The Agreement shall be for a two-year term, and shall renew automatically for one-year periods unless terminated by one of the parties as set forth in VIII.B. or VIII.C.

B. Unilateral Termination. Either party may terminate this Agreement with or without cause at any time upon no less than thirty (30) days prior written notice to the other party.

C. Immediate Termination. Choices may immediately terminate this Agreement if Choices, at its sole discretion, has concerns for the health and safety of any Participant, if Direct Service Provider no longer maintains proper licensure, certification, credentialing or other necessary qualification to provide Covered Services, or if Direct Service Provider has been excluded from any state or federal health care program.

D. Continuing Obligations. Termination of the Agreement shall not release Direct Service Provider of its obligation to complete treatment of any Participant then receiving treatment for sixty (60) days or until transfer of care can be accomplished, whichever is shorter, unless the Direct Service Provider no longer maintains proper licensure, certification, credentialing or other necessary qualification to provide Covered Services; has been excluded from any state or federal health care program; or Choices determines, in its discretion, that the provision of further care would pose concerns for the health and safety of any Participant. Termination shall not release Choices from its obligation to reimburse Direct Service Provider for care so provided until transfer of care occurs, or from any payments accrued to Direct Service Provider in connection with the compensation schedule described in Exhibit D. Choices will pay Direct Service Provider for such Covered Services rendered to a Participant after termination in accordance with this Agreement.

E. Transfer of Records and Participant. Direct Service Provider warrants that, in the event this Agreement is terminated, Direct Service Provider, its employees and agents, shall cooperate with Choices in the orderly transfer, including Direct Service Provider Records of Participants associated with Direct Service Provider, to another Direct Service Provider designated by Choices.

ARTICLE IX MISCELLANEOUS

A. Headings. The headings of the various Articles of the Agreement are inserted merely for the purpose of convenience and do not, expressly or by implication, limit, define or extend the specific terms of the Article so designated.

B. Dispute Resolution. In the event any dispute arises which cannot be resolved with regard to the performance or interpretation of any of the terms of this Agreement, a senior officer of each party with authority to act on behalf of such party shall meet via teleconference or in person within ten (10) days of the receipt of notice of such problem or dispute, to discuss and negotiate

in good faith a mutually satisfactory resolution to the problem or dispute. The parties further agree that any dispute arising from or relating to this Agreement not resolved through informal negotiations pursuant to the foregoing sentence or otherwise shall be subject to jurisdiction in Marion County, Indiana. In the event that Choices has entered into a contract with a Governmental Entity which governs the Covered Services provided under this Agreement and that Contract requires another method of dispute resolution between Choices and its subcontracting providers, that other method shall control the resolution of disputes.

C. **Governing Law.** The validity, enforceability and interpretation of any of the clauses of this Agreement shall be determined and governed by Indiana law, without regard to the conflict of law principles thereof, and where applicable, federal law.

D. **Entire Agreement.** This Agreement contains all the terms and conditions agreed upon by the parties hereto regarding the subject matter of this Agreement; provided, however, that Choices is bound by the terms of its agreements with the Governmental Entities and other payers, and certain terms of those agreements may be incorporated herein by virtue of the covenants contained in those agreements. Any prior agreements, promises, negotiations or representations, either oral or written, relating to the subject matter of this Agreement not expressly set forth in or incorporated by reference into this Agreement are of no force or effect.

E. **Conflict of Terms.** The Addenda referenced in this Agreement shall supplement and be incorporated by reference into this Agreement. The parties acknowledge that the Eskenazi Addendum is made part of this Agreement. To the extent that the terms of the Agreement and Addenda conflict, the following hierarchy shall be followed to determine which terms control: (1) the Eskenazi Addendum; (2) Exhibit A; (3) the Master Provider Agreement; (4) all other Exhibits/Addenda referenced in this Agreement. The parties further agree that the terms of this Agreement shall control over the terms of any Placement Agreements entered into by the parties with regard to an individual Participant.

F. **Modifications.** This Agreement may be amended at any time by mutual agreement of the parties, provided that before any amendment shall be operative and valid, it shall be reduced to writing and signed by Choices and Direct Service Provider.

G. **Nonassignability.** This agreement shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, successors and assigns, but may not be assigned, subcontracted or transferred by either party without the prior written consent of the other party. Neither Direct Service Provider nor Choices shall, in a manner inconsistent with this Agreement, subcontract or otherwise delegate its duties under this Agreement unless the other party shall so approve by prior written consent.

H. **Invalidity or Unenforceability.** The invalidity or unenforceability of any terms or provisions hereof shall in no way affect the validity or enforceability of any other term or provision.

I. **Gender References.** The use of any gender herein is for convenience only, and shall be deemed to include the other gender.

J. Notice. Any notice, consent, approval, request or other communication required or permitted to be given pursuant to the terms and provisions hereof shall be in writing and shall be either personally delivered or sent by Registered or Certified United States mail, return receipt request, postage prepaid; or sent by a recognized overnight carrier such as Fed Ex or UPS with the ability to track delivery; at the addresses listed below, or at such other addresses as either Direct Service Provider or Choices may hereafter designate to the other:

DIRECT SERVICE PROVIDER:

John Kuhn
Midtown Chief Financial Officer
Midtown Community Mental Health
850 N. Meridian St., 2nd floor
Indianapolis, IN 46204
Phone: (317) 554-2704

CHOICES:

Katrina Tillman, Provider Relations Director/Designee
Choices, Inc.
4701 N. Keystone, Suite 150
Indianapolis, IN 46205
Phone: (317) 726-2121

K. Waivers. The waiver by either party of any breach of any provision of this Agreement of any warranty or representation herein set forth shall be in writing and shall not be construed as a waiver of any subsequent breach of the same or any other provision. The failure to exercise any right hereunder shall not operate as a waiver of such right. All rights and remedies provided herein are cumulative.

L. Cost on Enforcement. In any action brought by either party to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to recover all reasonable attorney's fees and costs of the action.

M. Authority. Each signatory to this Agreement represents and warrants that he or she has full authority to enter into this Agreement on behalf of the respective parties hereto.

IN WITNESS WHEREOF, the parties hereto, by their authorized representatives, have executed this Agreement, effective as of the date first above written:

CHOICES, INC.

By: *Katrina Tillman*
Printed Name: *Katrina Tillman*
Title: Provider Relations Director/Designee
Date: *12-31-14*

DIRECT SERVICE PROVIDER

By: *Lawrence Gorman*
Printed Name: *Lawrence Gorman*
Title: *Associate Vice President*
Date: *12/1/14*

Exhibits Attached:

- A. State Specific Addendum
 - B. Description of Covered Services
 - C. Required Reporting Deadlines
 - D. Compensation Schedule
-

Eskenazi
ADDENDUM

Contracting Party: Choices, Inc. Contract Title: Master Provider Agreement

The Health and Hospital Corporation of Marion County d/b/a Eskenazi Health ("Eskenazi Health") and Contracting Party ("CP"), collectively the Parties, expressly incorporate the following provisions into the attached Contract:

1. Any references to "Wishard Health Services" or "Wishard" in an existing Agreement or Contract are hereby changed to "Eskenazi Health" to reflect the organization's name change from Wishard Health Services to Eskenazi Health.
2. This Addendum is coterminous with the Contract between the Parties. The terms of this Addendum shall not be superseded by the terms of a document renewing the Contract unless specifically stated in such document. In the event of conflict between or among the provisions in the attached Contract, along with its attachments, and one or more of the provisions of this Addendum, the provisions contained in this Addendum control.
3. Indiana laws govern this Contract, including its interpretation, construction, performance, and enforcement. Any legal action or proceeding arising out of or related to this Contract shall be brought exclusively in either the United States District Court for the Southern District of Indiana, or, if that court lacks subject matter jurisdiction, in Marion County Superior Court of Marion County, Indiana. The Parties consent to personal jurisdiction of these courts and waive any objections to the selected forum.

4. CP will at all times comply with and observe all federal, state and local laws, ordinances, and regulations in effect during the term of this Contract. Services furnished under this Contract shall meet all applicable standards of the Joint Commission, *by Eskenazi Health*

5. Pursuant to federal, state and local law, CP agrees that it and its subcontractors, if any, will not discriminate against any employee or applicant for employment to be employed in the performance of this Contract with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, religion, color, sex, disability, national origin, ancestry, age, sexual orientation, gender identity or United States military service veteran's status. CP affirms that it is an equal opportunity employer and will comply with all applicable federal, state, and local laws, regulations, and applicable executive orders. Nothing in this section shall be construed to imply or establish an employment relationship between Eskenazi Health and any applicant or employee of CP or any subcontractor.

6. Eskenazi Health may terminate this Contract for any reason upon thirty (30) days' written notice.

7. Eskenazi Health, as a political subdivision of the State of Indiana, is exempt from taxes. CP agrees that Eskenazi Health is not obligated to pay or reimburse any taxes in connection with this Contract.

8. If this is a contract for services, CP shall enroll in and verify the work eligibility status of all newly hired employees through the E-Verify program ("E-Verify"), unless the E-Verify program no longer exists. CP affirms, under the penalties of perjury, that, CP does not knowingly employ an unauthorized alien. CP shall not retain an employee or contract with a person that CP subsequently learns is an unauthorized alien. To the extent that it applies, CP's subcontractors shall certify to CP, as is consistent with federal law, that subcontractors are enrolled and participating in E-Verify and do not knowingly employ or contract with an unauthorized alien. CP shall maintain certification of these requirements for the duration of the contract with subcontractor.

Eskenazi Health may terminate this Contract if CP knowingly employs or contracts with an unauthorized alien, or retains an employee or contract with a person that CP subsequently learns is an unauthorized alien. To avoid termination, CP must remedy the violation within thirty (30) days of Eskenazi Health notifying CP of the violation. Eskenazi Health reserves the right to allow this Contract to remain in effect until Eskenazi Health procures a new contractor if termination of this Contract would be detrimental to public property or the public interest. In the event of termination under this section CP may be liable for actual damages.

9. The following provisions apply if CP provides personnel to Eskenazi Health who: (a) provide, or assist in providing, direct patient care services; (b) regularly work in patient care areas; or (c) provide services (not limited to patient care services) in Eskenazi Health's facilities on a frequent or ongoing basis (as determined by Eskenazi Health). Subsection (c) would apply to situations, for example, where CP's personnel provide on-going services in Eskenazi Health's facilities that are typically performed by Eskenazi Health employees, but may not necessarily involve patient care. With regard to personnel in (a)-(c) above, CP agrees to: (i) provide proof of compliance with OSHA requirements for TB tests and Hepatitis immunizations; (ii) provide (a) documentation of vaccination with >1 dose of Measles, Mumps, and Rubella (MMR) and Varicella

The parties agree that paragraph 8 is not applicable.

The parties agree that paragraph 9 is not applicable.

(chickenpox); (b) have laboratory evidence of immunity; (c) a physician documented history of illness and proof of an initial and second step tuberculin skin test within the last year. If CP cannot provide these items, CP agrees to require its personnel to undergo appropriate screening for these diseases, and to provide proof of screening; (iii) provide proof of pre-employment drug screening; (iv) if applicable, provide proof of professional liability insurance; (v) if requested, furnish criminal history checks; (vi) provide verification that personnel have completed appropriate Eskenazi Health orientation, and if requested, direct personnel to complete any additional orientation and/or education requirements, and to provide Eskenazi Health with information necessary to enroll personnel in Eskenazi Health's E-Learning system; and (vii) evaluate personnel on an annual basis and, if requested, provide the evaluation to Eskenazi Health.

10. CP represents and warrants that neither it, nor any of its employees or other contracted staff (collectively referred to in this paragraph as "employees") has been or is about to be excluded from participation in any Federal Health Care Program (as defined herein). CP agrees to notify Eskenazi Health within five (5) business days of CP's receipt of notice of intent to exclude or actual notice of exclusion from any such program. The listing of CP or any of its employees on the Office of Inspector General's exclusion list (OIG website), the General Services Administration's Lists of Parties Excluded from Federal Procurement and Nonprocurement Programs (GSA website) for excluded individuals or entities, any state Medicaid exclusion list, or the Office of Foreign Assets Control's (OFAC's) blocked list shall constitute "exclusion" for purposes of this paragraph. In the event that CP or any of its employees is excluded from any Federal Health Care Program or placed on the OFAC's blocked list, it shall be a material breach and this Addendum shall immediately terminate without penalty to Eskenazi Health, unless Eskenazi Health elects in writing to continue this Addendum. For the purpose of this paragraph, the term "Federal Health Care Program" means the Medicare program, the Medicaid program, TRICARE, any health care program of the Department of Veterans Affairs, the Maternal and Child Health Services Block Grant program, any state social services block grant program, any state children's health insurance program, or any similar program. If CP is excluded from any Federal Health Care Program and fails to notify Eskenazi Health within five (5) business days of receipt of notice of exclusion by CP, CP agrees to indemnify Eskenazi Health for any sanctions, penalties, or fines incurred under the federal Civil Monetary Penalty Law (Section 1128A of the Social Security Act), the Health Insurance Portability and Accountability Act of 1996 or the Balanced Budget Act of 1997, as a result of Eskenazi Health entering this Addendum with CP.

- The parties agree that paragraph 11 is not applicable.*
11. If CP is deemed a subcontractor subject to the disclosure requirements of 42 U.S.C. 1395x(v)(1)(I), CP will, until the expiration of four (4) years after the furnishing of services pursuant to this Contract, make available, upon written request by the Secretary of Health and Human Services, the Comptroller General, or any of their duly authorized representatives, a copy of this Contract, and the books, documents and records of the CP that are necessary to verify the nature and extent of the costs incurred under this Contract. If CP carries out any of the duties of this Contract through a subcontract with a value or cost of \$10,000 or more over a twelve (12) month period with an organization related by common control or ownership as established by the applicable governing law, such subcontract will contain a clause to the effect that until the expiration of four (4) years after the furnishing of such services pursuant to such subcontract, the related organization will make available, upon request by the Secretary of Health and Human Services, the Comptroller General, or any of their duly authorized representatives, a copy of the subcontract and the books, documents, and records of such organization that are necessary to verify the nature and extent of such costs.

- The parties agree that paragraph 12 is not applicable.*
12. If CP is deemed a subcontractor or subgrantee of a federal grant or contract, the PIOT Program for Enhancement of Employee Whistleblower Protection ("Whistleblower Protection Program") shall apply, and CP shall inform its employees working on any federal award that they are subject to whistleblower rights and remedies of the Whistleblower Protection Program. Employee notification of whistleblower protections, as provided in 41 U.S.C. § 4712 (including, but not limited to, the protection that an employee of a subcontractor or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for whistleblowing), must be provided by CP to CP's employees in writing and in the predominant native language of the workforce. Whistleblower protections cannot be waived by any agreement, policy, form or condition of employment.

- The parties agree that paragraph 13 is not applicable.*
13. If applicable, CP agrees to sign Eskenazi Health's Business Associates Agreement (BAA), which sets forth the terms and conditions by which Protected Health Information (PHI) shall be handled in compliance with the Health Insurance Portability and Accountability Act of 1996 and other legal security and information privacy requirements. The confidentiality obligations agreed to in the BAA shall survive this Contract and remain in full force and effect after the expiration or termination of this Contract.

- The parties agree that paragraph 14 is not applicable.*
14. CP agrees to direct personnel to follow Eskenazi Health's policies and procedures that do not materially affect or alter any provision of this Contract, including but not limited to Eskenazi Health's Compliance Program's policies and procedures, which are provided to CP as part of the vendor registration process, and Eskenazi Health's campus-wide Tobacco-Free Policy.

The parties agree that paragraph 15 is not applicable.

15. CP shall register in Eskenazi Health's Vendor Registration System, VendorMate, and pay the assessed fee prior to the commencement of business with Eskenazi Health. Thereafter, the annual fee shall be paid for as long as CP provides goods or services to Eskenazi Health. The Registration website may be accessed at <https://eskenazihealth.vendormate.com>.

Yes

The Health and Hospital Corporation of
Marion County d/b/a Eskenazi Health

Matthew R. Gutwein
President and CEO
Health and Hospital Corporation of Marion County

Date:

3/24/14

Contracting Party

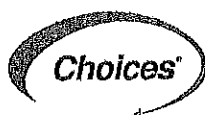
Melissa Norman

Melissa Norman

Printed Name and Title

Date:

1/1/2015



**EXHIBIT A
INDIANA ADDENDUM BY AND BETWEEN
CHOICES, INC.
AND
DIRECT SERVICE PROVIDER**

THIS INDIANA ADDENDUM (this "ADDENDUM") is entered into and effective as of the date of execution of the **MASTER PROVIDER AGREEMENT** (together with all addenda, exhibits, attachments, schedules, and this and all other amendments, the "Agreement") entered into by Choices, Inc., an Indiana nonprofit corporation ("Choices") and Direct Service Provider.

WITNESSETH:

~~WHEREAS, Choices and Direct Service Provider have entered into a Master Provider Agreement for Direct Service Provider to provide Covered Services to Program Participants;~~
and;

WHEREAS, the Indiana Department of Child Services (hereinafter referred to as "State" or "DCS"), has required that each Provider providing services to a Choices Participant agree to the following terms and conditions in addition to the terms and conditions of the Master Provider Agreement between Choices and Direct Service Provider and;

WHEREAS, this Addendum will supplement the current Master Provider Agreement between Choices and Direct Service Provider.

NOW, THEREFORE, in consideration of the mutual promises herein stated, it is agreed by and between the parties as follows:

- I. **MONITORING PROVIDERS.** Choices shall monitor the performance of Direct Service Provider pursuant to its responsibility to the State for the performance of Direct Service Provider under the Agreement. Choices shall provide the State upon request with a copy of the Agreement and related Exhibits with Direct Service Provider. Choices shall notify the State of a breach of the Agreement and related Exhibits and reserves the right to discontinue any such Agreement with Direct Service Provider in the event of such a breach.
- II. **PERMITS, LICENSES, REGISTRATIONS AND APPROVALS.** Direct Service Provider shall obtain and maintain any and all permits, licenses, registrations and approvals (if applicable) to provide Covered Services to Participants under the Agreement. Direct Service Provider shall provide a copy of such permits, licenses, registrations and approvals to Choices upon execution of the Agreement. Direct Service Provider shall provide immediate notice to Choices of any change in the status of such permits, licenses, registrations and approvals, including, but not limited to, renewal, revocation, suspension,



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exclusion or related disciplinary action. Direct Service Provider shall provide copies of such permits, licenses, registrations and approvals to Choices annually (in addition to the immediate notice of any change in status). Failure to do so may be deemed a material breach of the Agreement and grounds for immediate termination and denial of further work with Choices.

III. HEALTH, SAFETY AND ENVIRONMENTAL COMPLIANCE. Direct Service Provider shall comply with all health, safety, and environmental statutes, rules or regulations in the performance of work activities for Choices. Failure to do so may be deemed a material breach of the Agreement and grounds for immediate termination and denial of further work with Choices.

IV. DRUG-FREE WORKPLACE CERTIFICATION. Direct Service Provider hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. Direct Service Provider shall give written notice to Choices within five (5) days after receiving actual notice that the Direct Service Provider or an employee of Direct Service Provider has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of this certification may result in sanctions including, but not limited to, suspension of Agreement payments, termination of this Agreement and/or debarment of contracting opportunities with Choices and/or the State for up to three (3) years.

1. In addition to the provisions of the above paragraph, if the total agreement amount set forth in the Agreement is in excess of \$25,000.00, the Direct Service Provider hereby further agrees that the Agreement is expressly subject to the terms, conditions, and representations of the following certification imposed by the State:
 - a. This certification is required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana. No award of a contract shall be made, and no contract, purchase order or agreement, the total amount of which exceeds \$25,000.00, shall be valid, unless and until this certification has been fully executed by the Contractor and made a part of the contract or agreement as part of the contract documents.
 - b. The Contractor certifies and agrees that it will provide a drug-free workplace by:
 1. Publishing and providing to all of its employees a statement notifying them that unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
 2. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) the Contractor's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation and employee assistance programs; and (4) the penalties that may

be imposed upon an employee for drug abuse violations occurring in the workplace;

3. Notifying all employees in the statement required by subparagraph A above that as a condition of continued employment, the employee will (1) abide by the terms of the statement; and (2) notify the Contractor of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
4. Notify the State in writing within (10) days after receiving notice from an employee under subdivision C(2) above; or otherwise receiving actual notice of such conviction;
5. Within thirty (30) days after receiving notice under subdivision C(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) taking appropriate personnel action against the employee, up to and including termination; or (2) requiring each employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and
6. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs A through B above.

V. INSURANCE.

- A. Direct Service Provider shall secure and keep in force during the term of the Agreement the following insurance coverage, covering the Direct Service Provider for any and all claims of any nature which may in the manner arise out of or result from Direct Service Provider's performance under the Agreement:
 1. Commercial general liability, including contractual coverage, and products or completed operations coverage (if applicable), with minimum liability limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate unless additional coverage is required by the State. Choices is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly under or in connection with the Agreement.
 2. Professional liability coverage, including errors and omissions coverage, for all Covered Services provided by a licensed individual pursuant to this Agreement, with either (a) minimum liability limits of \$1,000,000 per occurrence, or (b) minimum liability limits of \$250,000 per occurrence and proof of coverage through the Indiana Patient's Compensation Fund.

3. Automobile liability with minimum liability limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
 4. Property damage insurance in an amount sufficient to provide coverage for any loss of property used by Direct Service Provider in connection with services provided under the Agreement, not less than \$100,000 in the aggregate.
 5. Worker's compensation coverage in the amount required by Indiana law.
- B. Direct Service Provider shall provide proof of insurance coverage by tendering to Choices Provider Relations evidence of insurance upon execution of the Agreement and proof of workers' compensation coverage meeting all of the statutory requirements of Ind. Code §22-3-2. In addition, proof of an "all states endorsement" covering claims occurring outside the state of Indiana is required if any of the services provided under the Agreement involve work outside of Indiana.
-
- C. Direct Service Provider's insurance coverage must meet the following additional requirements:
1. Any deductible or self-insured retention amount or other similar obligation under the insurance policies shall be the sole obligation of the Direct Service Provider.
 2. The State is to be named as an additional insured on a primary, non-contributory basis on all insurance coverage for any liability arising directly or indirectly under or in connection with the Agreement.
 3. The State will be defended, indemnified and held harmless to the full extent of any coverage actually secured by the Direct Service Provider in excess of the minimum requirements set forth above. The duty to indemnify the State under the Agreement shall not be limited by the insurance required in the Agreement.
 4. The insurance required in the Agreement, through a policy or endorsement(s), shall include a provision that the policy and endorsements may not be canceled or modified without thirty (30) days' prior written notice to the undersigned State agency.
- D. Failure to provide insurance as required in the Agreement may be deemed a material breach of contract entitling Choices to immediately terminate this Agreement. Direct Service Provider shall furnish a certificate of insurance and all endorsements to Choices Provider Relations upon execution of the Agreement.

VI. CRIMINAL HISTORY AND BACKGROUND CHECKS.

- A. This Section applies to each employee or volunteer (which includes interns) of Direct Service Provider who has or will have electronic or physical access to child(ren)'s records or direct contact with children on a regular and continuing basis or any contact when a child(ren) is/are alone or only with the Direct Service Provider's staff in

connection with performance of any services or activities pursuant to the Agreement ("Covered Personnel"). To the extent applicable, Direct Service Provider shall conduct all criminal history and background checks required by law, the Agreement and the applicable DCS policies (including 2.10 and 2.11). All required checks must be conducted within the twelve (12) months prior to the date of execution of the Agreement or be completed at the time of execution of the Agreement and a certification of this requirement listing all Covered Personnel must be returned to Choices Provider Relations within thirty (30) days of execution of the Agreement. The checks shall be conducted in the same manner as required for licensed residential child caring institutions, with respect to Ind. Code §31-27-3-3, subsections (e)(1) and (f), and the Direct Service provider shall maintain records of information it gathers and receives on Covered Personnel checked pursuant to this Section. The applicable laws and DCS' policies are updated periodically, and Direct Service Provider shall comply with those current as of the time the Direct Service Provider executes the Agreement, adds Covered Personnel, renews this Agreement, or reaches the anniversary date of commencement of a multi-year agreement. Upon request and when feasible, Choices will furnish the Direct Service Provider with information on updates and any changes in policy or procedure. The current procedure requires the Direct Service Provider to conduct the following checks:

1. For those with direct contact with children on a regular and continuing basis or any contact when a child(ren) is/are alone or only with the Direct Service Provider's staff in connection with performance of any services or activities pursuant to the Agreement:
 - a. *Verify the identity* of all individuals subject to criminal history and background checks;
 - b. *Conduct Child Protection Services (CPS) checks in each county/jurisdiction/state that the employee or volunteer has lived within the past five (5) years;* (for Indiana, send DCS a Request for Child Protection Services History Check; for other states, *see* DCS' website on child welfare policies and contractor policies for web links to CPS records);
 - c. *Conduct Sex and Violent Offender checks* (see DCS' website for web links for Indiana and out-of-state sex and violent offender checks);
 - d. *Conduct Local Law Enforcement checks in each county/jurisdiction/state that the employee or volunteer has lived within the past five (5) years;*
 - e. *Register for Fingerprint-Based National and State Checks;* and
 - f. *Review Results of Criminal History and Background Checks and take appropriate action.*
2. For those with only electronic or physical access to children's records:
 - a. *Verify the identity* of all individuals subject to criminal history and background checks;
 - b. *Conduct Child Protection Services (CPS) checks* (for Indiana, send DCS a Request for Child Protection Services History Check; for other states, *see* DCS'

website on child welfare policies and contractor policies for web links to CPS records);

- c. *Conduct Sex and Violent Offender checks* (see DCS' website for web links for Indiana and out-of-state sex and violent offender checks); and
- d. *Review Results of Criminal History and Background Checks* and take appropriate action.

3. For all Covered Personnel and Subcontractors:

- a. The Direct Service Provider shall require Covered Personnel and subcontractors for the Agreement to immediately notify the Direct Service Provider of any information about them that would have been revealed by the checks above including substantiation for child abuse or neglect or other similar complaints or charges and of any convictions or arrests. The Direct Service Provider shall immediately relay such notice to Choices Provider Relations. The Direct Service Provider shall further collect from each Covered Personnel an annual attestation regarding whether that individual has any history of such substantiation, arrest, conviction and shall include any previously unreported information to Choices Provider Relations. Direct Service Provider shall annually provide Choices with a Certification that all relevant Criminal History and Background Checks noted above have been completed and reviewed by Direct Service Provider and that any necessary appropriate action has been taken (Attachment 1, which is attached hereto and hereby incorporated by reference).
 - b. Except for A(3) above, the required checks must be performed every four (4) years based on the anniversary of the Individual Covered Personnel's initial checks.
- B. The Direct Service Provider shall be responsible for assessing job responsibilities and categorizing Covered Personnel as subject to A(1), A(2), or as not-covered and for performing the appropriate checks. Any Covered Personnel who might serve as a substitute for a covered position, even in emergency circumstances, should undergo the checks required for that covered position.
- C. The Direct Service Provider shall maintain a record of the results of each check conducted pursuant to this Section. The Direct Service Provider shall, if requested by Choices or the State, provide a copy of that record to Choices or DCS or make the record available for inspection by Choices or an authorized representative of DCS.
- D. With respect to any current Covered Personnel, the Direct Service Provider shall submit the form attached hereto as Attachment 1 within thirty (30) days after the effective date of the Agreement and annually upon the anniversary of the effective date of the Agreement or as requested by Choices. Attachment 1 will certify that the requirements under paragraph A of this Section have been completed. The Direct Service Provider shall furnish any other documentation related to the background checks as Choices or the State requests. The Direct Service Provider has an ongoing obligation to assess job responsibilities and to conduct appropriate checks for employees or volunteers who join

the Direct Service Provider after this Agreement begins. Such staff may not provide any services that involve contact with children before the requisite checks have been completed.

E. In order to allow Choices to evaluate the results and to make determinations regarding qualifications of Direct Service Providers, national fingerprint-based criminal history checks relating to Covered Personnel are required to be conducted through DCS' approved fingerprint vendor in accordance with the terms and conditions stated in Ind. Code §10-13-3-38.5, 39. The results of the national fingerprint-based criminal history checks will be returned to DCS and an authorized entity to receive the results. DCS will inform Direct Service Provider whether the report it receives concerning the subject of a check shows any records that would be grounds for denial of Direct Service Provider's ability to perform services and/or perform activities pursuant to this Agreement. If any Covered Personnel receive a response of conditionally disqualified or disqualified, further follow up is required. If the result is disqualified, then the individual may be eligible for a waiver. Direct Service Provider should contact the DCS' background check unit to determine if the individual is eligible and apply for the waiver. DCS will not release to Direct Service Provider any criminal history record information ("CHRI") contained in any report that it receives from the Federal Bureau of Investigation ("FBI") through the Indiana State Police ("ISP"). If Direct Service Provider requests a waiver of criminal history, DCS will inform the Direct Service Provider of the decision on the waiver request. If a waiver request is granted by DCS, the Direct Service Provider shall provide a copy of the waiver approval to Choices Provider Relations in order for the Covered Personnel to continue to work with the Program.

F. In the event a criminal history or background check required herein produces any record concerning the subject of the check that would be a ground for denial of his/her ability to provide services and/or perform activities pursuant to this Agreement and Direct Service Provider chooses to retain such employee or volunteer, that decision may be considered a material breach of the Agreement.

G. Direct Service Provider (or the Provider's individual employees) will be responsible for payment of all fees required to be paid for conducting any check required under this Section, whether the check is conducted by the Direct Service Provider or by DCS. Any fees paid by DCS on behalf of the Direct Service Provider may be offset against any claim for payment submitted by the Direct Service Provider under the Agreement.

H. Upon request, Choices will assist the Direct Service Provider in clarifying the requirements of this Section.

VII. **FEES.** Direct Service Provider and its subcontractors shall not impose upon the recipients of any services provided through the Agreement except as explicitly authorized by the State. Such prohibited fees include, but are not limited to, co-pays, deductibles, or Medicaid spend-down amounts.

VIII. **ENVIRONMENTAL TOBACCO SMOKE.** Direct Service Provider agrees to comply with all provisions of 20 U.S.C. § 6081 *et seq.*, and any regulations promulgated thereunder. In particular, Direct Service Provider agrees that it will require that smoking be prohibited in any portion of an indoor facility, other than a private resident, regularly used for the provision of services to children under the age of eighteen (18), and that it will comply with all applicable requirements of the statute and regulations. Direct Service Provider further agrees that it will require the language of this condition to be included in any subcontracts which contain provisions for services to children.

IX. **NONDISCRIMINATION.** This covenant is enacted pursuant to the Indiana Civil Rights Law, specifically Ind. Code §22-9-1-10, and in keeping with the purposes of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act. Breach of this covenant may be regarded as a material breach of this Agreement, but nothing in this covenant shall be construed to imply or establish an employment relationship between Choices, the State and any applicant or employee of Direct Service Provider or any subcontractor.

A. Pursuant to Indiana Civil Rights Law, specifically including Ind. Code §22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, and except as permitted by 28 CFR Part 38 "Equal Treatment for Faith-Based Organizations," Direct Service Provider covenants that it shall not discriminate against any employee or applicant for employment relating to the Agreement with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee'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"). Further, Direct Service Provider certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services.

B. Provider further agrees to comply with all applicable provisions of Ind. Code § 22-9; Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d; Title II of the Americans with Disabilities Act, 42 U.S.C. 12134; and all other non-discrimination laws and regulations of the United States and all other non-discrimination laws and regulations of the United States and the State of Indiana. In particular, Direct Service Provider will ensure that no person shall, on the grounds of race, age, color, religion, sex, disability, national origin, ancestry, or status as a veteran, be excluded from participating in or be denied the benefit of the Direct Service Provider's services, or otherwise be subjected to discrimination under any program or activity for which the Direct Service Provider or its subcontractors receive, directly or indirectly, state or federal funds.

C. Direct Service Provider understands that the State is a recipient of federal funds, and therefore, where applicable, Direct Service Provider and any subcontractors agree to comply with requisite affirmative action requirements, including reporting pursuant to 41 CFR Chapter 60, as amended, and Section 202 of Executive Order 11246.

- D. Direct Service Provider agrees that any publicity release or other public reference, including media releases, information pamphlets, etc., relative to the services provided under this Agreement, will clearly state that all services are provided without regard to race, age, color, religion, sex, disability, national origin, ancestry, or status as a veteran.

X. COMPLIANCE WITH LAWS.

- A. Direct Service Provider shall comply with all applicable federal, state and local laws, rules, regulations, and ordinances.
- B. Direct Service Provider certifies by entering into the Agreement that neither it nor its principal(s) is presently in arrears in payment of taxes, permit fees or other statutory, regulatory or judicially required payments to the state of Indiana.

- C. As required by Ind. Code § 5-22-3-7, Direct Service Provider certifies that Direct Service Provider, except for de minimus and nonsystematic violations, has not violated the terms of:

1. Ind. Code § 24-7 [Telephone Solicitation of Consumers];
 2. Ind. Code § 24-5-12 [Telephone Solicitations]; or
 3. Ind. Code § 24-5-14 [Regulation of Automatic Dialing Machines];
- a. in the previous three hundred sixty-five (365) days, even if Ind. Code § 24-4.7 is preempted by federal law; and that the Direct Service Provider will not violate the terms of these provisions for the duration of the Agreement.

- D. Pursuant to 31 U.S.C. § 1352, and any regulations promulgated thereunder, Direct Service Provider hereby assures and certifies, to the best of its knowledge and belief, that no federally appropriated funds have been paid, or will be paid, by or on behalf of Direct Service Provider, to any person for influencing or attempting to influence an offer 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 a 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.

- XI. PAYMENT.** Paragraph IV.C. of the Master Provider Agreement is hereby amended to provide that invoices shall be submitted by Direct Service Provider to Choices within ninety (90) calendar days of the end of the calendar month in which the Covered Services were provided. If the Direct Service Provider elects to submit an invoice for the Covered Services to a third party payor for payment, the Direct Service Provider must provide written notice to Choices of that election within ninety (90) calendar days of the end of the calendar month in which the Covered Services were provided.

XII. **CONFLICT OF TERMS.** This Addendum shall supplement the current Master Provider Agreement and be incorporated by reference into the Master Provider Agreement. To the extent that the terms of the Addendum conflict with any term of the Master Provider Agreement, the Addendum term will control.

XIII. **AUTHORITY.** Each signatory to this Addendum represents and warrants that he or she has the full authority to enter into this Addendum on behalf of the respective parties hereto.

IN WITNESS WHEREOF, the parties hereto, by their authorized representative, have executed this Addendum, effective as of the date first above written:

CHOICES, INC.

By: Katrina Tillman
Printed Name: Katrina Tillman

Title: Provider Relations Director/Designee

Date: 12-31-14

DIRECT SERVICE PROVIDER

By: Lawrence Gossman
Printed Name: Lawrence Gossman

Title: Associate Vice President

Date: 12/1/14

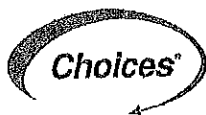


EXHIBIT B
SERVICE CODE DESCRIPTIONS

CODE	SERVICE DESCRIPTION	BILLING UNIT
BEHAVIORAL HEALTH SERVICES		
5240	Behavior Management Services Services which include the development and implementation of a strengths based, individualized, behavioral plan that is designed to meet a specific Service Coordination Plan outcome. Services may be delivered in the home, school or community. Providers are Bachelor or Master level clinicians. Documentation will include plan description and progress toward identified outcomes.	Per hour
5140	Crisis Intervention An immediate on-site (home, school, community) therapeutic response, which includes face-to-face contact with children and families for the purpose of stabilizing a situation or alleviating symptoms to the extent that there is no immediate risk of danger to self or others. Services are available 24 hours a day. Providers are Master level clinicians and documentation will include crisis assessment, clinical intervention and progress toward identified outcome.	Per hour
5172	Day Reporting Services include intensive supervision, educational planning assistance, and community/recreational activities. Treatment is individualized and comprehensive. Documentation will include clinical interventions and progress toward identified outcomes.	Per day
5171	Day Treatment – Daily Services include individual or group activities and therapies, are outcome based and occur in a structured environment. Treatment is individualized and comprehensive. Documentation will include diagnostic impressions, clinical interventions and progress toward identified outcomes.	Per day
5170	Day Treatment – Hourly Services include individual or group activities and therapies, are outcome based and occur in a structured environment. Treatment is individualized and comprehensive. Documentation will include diagnostic impressions, clinical interventions and progress toward identified outcomes.	Per hour
5165	Drug/Alcohol Assessment	Per unit
5166	Drug/Alcohol Screens	Per unit



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CODE	SERVICE DESCRIPTION	BILLING UNIT
5180	Evaluation / Testing Services Services which are necessary to complete a comprehensive assessment for the purpose of developing an individualized treatment plan. Services may include Psychological, Neuropsychological, and Psychosexual evaluations as well as educational or academic testing. Providers will most often be PhD level with associated expertise and certification. Documentation will include clinical impressions and recommendations for treatment planning.	Per hour
5161	Family Assessment Services may be identified as Parenting or Bonding Assessments and will include face-to-face contact for the purpose of assessing the family's strengths and needs. Documentation will include information regarding the current living situation, family functioning, treatment recommendations, permanency needs, and any safety concerns. Assessments should be completed in the family home whenever possible and support the cultural context of the family. Providers will be Master level clinicians with appropriate certification.	Per hour
5125	Family Preservation Outcome based, flexible, community based services provided to families at risk of having a child removed from the home. Services are strength based, family centered, intensive and time-limited. Services may include parent skill training, behavior management, family therapy, and crisis intervention. Providers will be Bachelor or Master level clinicians. Documentation will include progress toward identified Service Coordination Plan outcomes.	Per day
5110	Family Therapy Outcome based, therapeutic intervention with a minimum of two family members. Services may be provided in the community or in an outpatient setting and will be time limited, strength based and family centered. Providers will be Master level clinicians with appropriate certification. Documentation will include diagnostic impressions and progress toward identified outcomes.	Per hour
5120	Group Therapy Outcome based face-to-face therapeutic intervention with two or more individuals who are treated at the same time. Providers will be Master level clinicians with appropriate certification. Documentation will include diagnostic impressions and progress toward identified outcomes.	Per hour

CODE	SERVICE DESCRIPTION	BILLING UNIT
5100	Individual Therapy Outcome based therapeutic intervention with a child or family member. Services may be provided in the community or an outpatient setting and will be time limited and strength based. Providers will be Master level clinicians with appropriate certification. Documentation will include diagnostic impressions and progress toward identified outcomes.	Per hour
5321	Medical Detox	Per day
5060	Nursing Services	Per day
5528	Parenting/Family Skills Training Groups Parenting classes or other structured group activities designed to enhance the parent-child relationship. Training normally involves a curriculum or defined set of experiences which will promote usable learning and skill development. Providers will be Bachelor or Master level clinicians. Documentation will include progress toward identified outcomes and completion of curricula.	Per hour
5130	Special Therapy Nontraditional therapies including art, movement, and music provided to individuals or groups. Providers will possess related educational experience and certification. Documentation will include diagnostic impressions and progress toward identified outcomes.	Per hour
5121	Substance Abuse Therapy – Group Substance Abuse therapy provided in a group setting.	Per hour
5101	Substance Abuse Therapy - Individual Substance Abuse therapy provided to individuals.	Per hour
MENTOR SERVICES		
5533	Case Management Services are outcome focused, needs based activities which assist families and children by locating, coordinating and monitoring care and services. Services may be provided by Master or Bachelor level clinicians. Documentation will include progress toward identified Service Coordination Plan outcomes.	Per hour
5524	Clinical Mentor Clinical Mentoring refers to a structured, consistent, one-to-one relationship with a client for the purpose of meeting specific emotional or behavioral needs. Activities and strategies are time limited, individualized, strength based, culturally competent and family focused. Providers are highly trained and clinically supervised. Documentation will reflect progress toward identified Service Coordination Plan outcomes.	Per hour

CODE	SERVICE DESCRIPTION	BILLING UNIT
5521	Educational Mentor Educational Mentoring refers to a structured, one-to-one relationship with a client for the purpose of addressing identified needs in an educational setting. Services are implemented to achieve outcomes identified in the Service Coordination Plan. Behavioral plans are individualized, strength based and implemented to improve educational/social functioning and/or assist transition to a less restrictive educational setting. Educational Mentors will have completed a criminal history check and possess picture identification while in school buildings. Mentors will coordinate with building administrators prior to service delivery. Mentors will interface with Care Coordinators, parents, teachers, principals, and special education liaisons to achieve desired outcomes. Mentors will be highly trained and clinically supervised. Documentation will include progress toward identified outcomes.	Per hour
5534	Group Mentor (3 to 4 Clients)	Per day
5526	Life Coach / Independent Living Skills Mentor Life Coach or Independent Living Skills Mentoring refers to a structured, one-to-one relationship with a client for the purpose of addressing daily living needs. Services will be strength based, outcome focused, culturally competent and individualized for the older adolescent and may include personal care, living arrangements and vocational skills. Mentors will be highly trained and clinically supervised. Documentation will include progress toward identified Service Coordination Plan outcomes.	Per hour
5522	Parent and Family Mentor Parent and Family Mentoring refers to a structured, one-to-one relationship with a parent(s) for the purpose of addressing specific parenting or family relationship needs. Services will be strength based, outcome focused culturally competent and individualized and may include education, support and training for the parent(s) of the enrolled child. Areas of need may include domestic skills, parent training or development and implementation of behavioral plans. Parent and Family mentors will be highly trained and clinically supervised. Documentation will include progress toward identified Service Coordination Plan outcomes.	Per hour

CODE	SERVICE DESCRIPTION	BILLING UNIT
5525	Recreational / Social Mentor Recreational or Social mentoring refers to a consistent, structured, one-to-one relationship for the purpose of addressing emotional or behavioral needs in a recreational or social setting. Services will be strength based, outcome focused, culturally competent and may include the enrolled child and siblings to promote social skill development. Recreational/Social mentors will be trained and clinically supervised. Documentation will include progress toward identified Service Coordination Plan outcomes.	Per hour
5560	Supported Work Environment Services are one-to-one activities with the client or collateral contacts, which may include on-the-job interventions, career planning and job placement. Services are strength based, culturally competent, and individualized building upon the unique skills and abilities of the client. Documentation will include progress toward identified Service Coordination Plan outcomes.	Per hour
5523	Tutor Tutoring in academic subject areas or organizational skills to address identified educational needs. Providers will possess expertise in the specific subject or skill area. Documentation will include progress toward identified Service Coordination Plan or IEP outcomes.	Per hour
OTHER SERVICES		
5201	Camp All varieties of camp; special interest and general; resident and day.	Per unit
5220	Consultation with Other Professionals Consultation by a clinician, MD, PhD, or other professional concerning specific information needed by the Child and Family Team to develop a comprehensive, individualized treatment plan. Consultation will always involve contact among the consultant, case manager, and/or other treatment team member.	Per hour
5480	Interpretive Services	Per hour
5185	Polygraph	Per unit
5515	Team Meetings Attendance at Child and Family Team meetings or Educational Case Conferences.	Per hour
5516	Court Hearing Attendance	Per appearance
5570	Transportation – Contracted	Per trip
5571	Transportation – Reimbursement	Per trip

CODE	SERVICE DESCRIPTION	BILLING UNIT
PLACEMENT SERVICES		
5350	Acute Psychiatric Hospitalization Intensive, secure, short term treatment for children and adolescents experiencing an emotional or behavioral crisis which cannot be stabilized in the community. The focus of treatment is on psychiatric assessment and crisis stabilization. Services include individual, family and group therapy, transition planning and parent education.	Per day
5390	Foster Care – Non-therapeutic Alternative family living situation for children unable to live with their biological family. Foster home care provides a home environment with a daily living routine and supervision. Providers will possess appropriate license.	Per day
5310	Foster Care- Maintenance Payment Alternative family living situation for SED youth who are unable to live with biological family. Therapeutic foster parents are likely to be either mental health or special education professionals or individuals so highly skilled in their interventions that they perform a therapeutic function in addition to supervision services. Supportive services will include consultation, support and ongoing training, as well as crisis response and respite care. The level of need is determined by the CANS score.	Per day
5311	Foster Care – with Services Alternative family living situation for SED youth who are unable to live with biological family. Therapeutic foster parents are likely to be either mental health or special education professionals or individuals so highly skilled in their interventions that they perform a therapeutic function in addition to supervision services. Supportive services will include consultation, support and ongoing training, as well as crisis response and respite care. The level of need is determined by the CANS score.	Per day
5312	Foster Care – Therapeutic Alternative family living situation for SED youth who are unable to live with biological family. Therapeutic foster parents are likely to be either mental health or special education professionals or individuals so highly skilled in their interventions that they perform a therapeutic function in addition to supervision services. Supportive services will include consultation, support and ongoing training, as well as crisis response and respite care. The level of need is determined by the CANS score.	Per day

CODE	SERVICE DESCRIPTION	BILLING UNIT
5313	Foster Care – Therapeutic Plus Alternative family living situation for SED youth who are unable to live with biological family. Therapeutic foster parents are likely to be either mental health or special education professionals or individuals so highly skilled in their interventions that they perform a therapeutic function in addition to supervision services. Supportive services will include consultation, support and ongoing training, as well as crisis response and respite care. The level of need is determined by the CANS score.	Per day
5314	Foster Care- Non-Ward Baby	Per day
5400	Group Home Care Alternative living situation for children/youth who require a more structured setting than family, but who are able to be successful in the community. Group homes traditionally house 8-10 youth and have transitional staff that provide supervision.	Per day
5395	Relative Placement Placement with extended family members.	Per day
5340	Residential Treatment Placement facility for youth (usually ages 12 and older) who require intensive supervision and treatment. Treatment is individualized to the needs of the client and promotes full client and family involvement in all stages of planning and implementation.	Per day
5380	Shelter Care Short-term placement for youth transitioning from one living situation into another.	Per day
5550	Supported Independent Living Provides supported living arrangements for youth who require community intervention and supervision. Also includes teaching independent living skills.	Per day
PSYCHIATRIC SERVICES		
5000	Assessments Outpatient Face-to-face clinical assessment of client or family member by Psychiatrist (MD) or Clinical Nurse Specialist (CNS). Documentation will include clinical impressions, V Axis Diagnosis, and recommendations for treatment planning.	Per hour
5050	Medication Follow-up / Psychiatric Review Brief services provided by a Psychiatrist (MD) or Clinical Nurse Specialist (CNS) for the purpose of evaluating psychotropic medications, side effects, and treatment planning.	Per hour

CODE	SERVICE DESCRIPTION	BILLING UNIT
5155	MR/DD Behavioral Intervention Outcome based therapeutic intervention with a child or family member. Services must include 24 hour crisis intake, intervention, and consultation seven days a week and must be provided primarily in the family's home. Limited services may be provided in a community setting. Services must include ongoing risk assessment and monitoring progress. Services will be time limited and strength based. Services must include development of short and long term goals with measureable outcomes. Services may include intensive in-home skill building and must include after-care linkage. Provider will be a licensed professional or qualified behavioral health professional (QBHP). Documentation will include monthly progress reports, requested supportive documentation (case notes, social summaries, etc.); requested testimony and/or court appearances; case conferences/staffing.	Per hour
RESPIRE SERVICES		
5300	Crisis Respite – Daily Temporary care which is either unplanned or necessary to stabilize a crisis situation. Providers may be extended family or an outside (neighborhood or agency) source.	Per day
5302	Crisis Respite – Hourly Temporary care which is either unplanned or necessary to stabilize a crisis situation. Providers may be extended family or an outside (neighborhood or agency) source. The cost of hourly care will not exceed the daily crisis respite rate.	Per hour
5410	Planned Respite – Daily Temporary care which is provided by the extended family network or by an outside (neighborhood or agency) source, in order to sustain the family structure or to meet the planned needs of the child.	Per day
5411	Planned Respite – Hourly Temporary care which is provided by the extended family network or by an outside (neighborhood or agency) source, in order to sustain the family structure or to meet the planned needs of the child. The cost of hourly care will not exceed the daily respite rate.	Per hour
5303	Respite – Residential or Hospital 23 Hour Temporary care for the purpose of crisis stabilization which is provided in a residential or hospital setting for less than 24 hours.	Per day

CODE	SERVICE DESCRIPTION	BILLING UNIT
SUPERVISION SERVICES		
5530	Community Supervision Contact by a trained professional designed to monitor specific behavioral objectives or performance, particularly delinquent behaviors, on at least a weekly basis. The service should include specific behavioral objectives, time periods and any crisis response capability, which are negotiated on a case-by-case basis. Monitoring of objectives and provision of short-term counseling and assistance may vary depending on the client's performance and the level of monitoring required; reports may also vary in frequency. It is anticipated that contact will range from 4-20 hours per month.	Per hour
5539	Supervised Visitation The visitation provider is to protect the integrity of the visit and provide a positive atmosphere where parents and children may interact in a safe, structured environment. Visitation may be held in the home or community as deemed appropriate for child's physical safety and emotional well being. Documentation will include visitation date, location, and level of supervision of visit; attendance; arrival and departure time; greeting and departure interaction between parent and child; positive interactions between parent and child; planned activities by the parent; interventions required and parent's response if any; ability and willingness of parent to meet child's needs; tasks given to parent to be completed prior to or at next visit; pertinent information/issues/concerns regarding the child's placement. Providers will possess a HS diploma and five years experience providing visitation supervision or Bachelor's degree in a directly related human service field. Supervision by Master's level in a directly related human service field or a Bachelor's degree in a directly related human service field with five years child welfare experience.	Per hour
5540	Intensive Supervision A multi-faceted service generally including monitoring of curfew, school attendance and behavior, community behavior and conditions of a court order for a distinct time period by a trained professional. Intensive supervision begins with a specific behavioral contract, negotiated with case manager, parents, client and any other interested parties. Contact with the client shall both monitor these expectations and provide informal counseling or other assistance, either by phone or in person. The service must include a 24-hour/7 day per week crisis response. Regular (at least monthly) written reports and weekly or post-crisis verbal reports on progress are made. It is expected that contact of 5 hours or more per week will be required to meet these goals.	Per day

CODE	SERVICE DESCRIPTION	BILLING UNIT
INTERNAL USE ONLY		
5500	Service Coordination (Progress Notes) Intensive Service Coordination includes assessing, reassessing, monitoring, facilitating, linking, and advocating for needed services for children and families. Through the process of Strength Based Discovery across 12 life domain areas, Care Coordinators assist in developing comprehensive, family centered, individualized Service Coordination Plans. Care Coordinators assemble Child and Family Teams and facilitate team meetings on a regular basis. Care Coordinators manage fiscal resources by identifying, authorizing and monitoring services and providers. Care Coordinators facilitate collaborative communication and decision-making across Child Welfare, Juvenile Justice, Mental Health, Corrections, and Educational Systems. Services are community based and may be face-to-face or by telephone with the client, client's family, significant others, service providers or systems representatives. Providers will be Bachelor or Master level clinicians.	Per unit



Exhibit C

Provider Documentation Timeline

1. Court Report: 14 days prior to the scheduled Court Hearing
 2. Discharge Summary: 30 days after the client is discharged
 3. Monthly Report (Clinical and Behavior Management Services): On or before the 5th day of each month for the previous month
 4. Monthly Summary (Mentoring and Case Management Services): On or before the 5th day of each month for the previous month.
-
5. Master Treatment Plan (Clinical Service Providers): Within 21 days of initial contact with the client
 6. Behavior Plan (Behavior Management Providers): Within 10-14 days of initial contact with the client

Revised 2/17/14



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Helping You Change Lives

EXHIBIT D - COMPENSATION SCHEDULE ADDENDUM SERVICE CODE LISTING AND RATES

Name of Agency: Health and Hospital Corporation of Marion County d/b/a Eskenazi Health Midtown

Code	Service	Type	Contracted Rate
BEHAVIORAL HEALTH SERVICES			
5240	Behavior Management Services	Per hour	
5140	Crisis Intervention	Per hour	
5172	Day Reporting	Per day	
5171	Day Treatment – Daily	Per day	\$43.74 IOT
5170	Day Treatment – Hourly	Per hour	
5165	Drug/Alcohol Assessment	Per unit	\$87.30
5166	Drug/Alcohol Screens	Per unit	At Cost
5180	Evaluation/Testing Services (Psychological, Neuropsychological, Academic, Psychosexual)	Per hour	\$87.30
5161	Family Assessment (Parenting, Bonding)	Per hour	
5125	Family Preservation	Per day	
5110	Family Therapy	Per hour	\$78.66 (HB) \$63.90 (OB)
5120	Group Therapy	Per hour	\$36.00 (OB)
5100	Individual Therapy	Per hour	\$78.66 (HB) \$63.90 (OB)
5321	Medical Detox	Per day	
5155	MR/DD Behavioral Intervention	Per hour	
5060	Nursing Services	Per day	
5528	Parenting/Family Skills Training Groups	Per hour	\$78.66
5130	Special Therapy	Per hour	
5121	Substance Abuse Therapy – Group	Per hour	\$22.00
5101	Substance Abuse Therapy – Individual	Per hour	\$63.90
MENTOR SERVICES			
5533	Case Management	Per hour	\$67.79
5524	Clinical Mentor	Per hour	
5521	Educational Mentor	Per hour	
5534	Group Mentor (3 to 4 Clients)	Per day	
5526	Life Coach / Independent Living Skills Mentor	Per hour	
5522	Parent & Family Mentor	Per hour	\$46.46
5525	Recreational / Social Mentor	Per hour	
5560	Supported Work Environment	Per hour	
5523	Tutor	Per hour	



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Code	Service	Type	Contracted Rate
OTHER SERVICES			
5201	Camp	Per unit	
5220	Consultation with Other Professionals	Per hour	
5480	Interpretive Services	Per hour	
5185	Polygraph	Per unit	
5515	Team Meeting	Per hour	\$174.60 Diagnostic and Evaluation \$135.59 Home Based Case Work \$92.92 Homemaker and Parent Aid \$136.80 Parent Education \$174.60 Substance Disorder and Assessment \$127.80 Substance Abuse Outpatient Tx \$127.80 Counseling
5516	Court Hearing Attendance	Per appearance	\$174.60 Diagnostic and Evaluation \$135.59 Home Based Case Work \$92.92 Homemaker and Parent Aid \$136.80 Parent Education \$174.60 Substance Disorder and Assessment \$127.80 Substance Abuse Outpatient Tx \$127.80 Counseling
5570	Transportation – Contracted	Per trip	
PLACEMENT SERVICES			
5350	Acute Psychiatric Hospitalization	Per day	
5390	Foster Care – Non-therapeutic	Per day	
5310	Foster Care – Maintenance Payment	Per day	
5311	Foster Care – with Services	Per day	
5312	Foster Care – Therapeutic	Per day	
5313	Foster Care – Therapeutic Plus	Per day	
5314	Foster Care – Non-Ward Baby	Per day	
5400	Group Home Care	Per day	
5395	Relative Placement	Per day	
5340	Residential Treatment	Per day	
5380	Shelter Care	Per day	
5550	Supported Independent Living	Per day	
PSYCHIATRIC SERVICES			
5000	Assessments Outpatient (MD or CNS)	Per hour	
5050	Medication Follow-up / Psychiatric Review	Per hour	
RESPIRE SERVICES			
5300	Crisis Respite – Daily	Per day	
5302	Crisis Respite – Hourly	Per hour	
5410	Planned Respite– Daily	Per day	
5411	Planned Respite – Hourly	Per hour	

Code	Service	Type	Contracted Rate
5303	Respite – Residential or Hospital 23 Hour	Per day	
SUPERVISION SERVICES			
5530	Community Supervision	Per hour	
5540	Intensive Supervision	Per day	
5539	Supervised Visitation	Per hour	Case Manager \$67.79 Home Maker \$46.46 Office Based \$63.90 Home Based \$78.66

Effective Date: _____

Direct Service Provider

Organization: THE HEALTH AND HOSPITAL COOPERATION OF CHOICES
MARION COUNTY D/B/A ESKEAZI HEALTH CHOICES, INC.

Signature: Lawrence Gossman

Printed Name: Lawrence Gossman

Title: Associate Vice President

Choices, Inc.

Melissa Norman

Katrina Tillman Melissa Norman

Provider Relations Director

executive
director

AGREEMENT TO DISTRIBUTE
CONTINUUM OF CARE FUNDS
CFDA# 14.267
Housing and Urban Development
HUD Grant Agreement Date: June 23, 2023
Project Number: 13FG-N015000023

2023 Grant »

THIS AGREEMENT TO DISTRIBUTE **CONTINUUM OF CARE** PROGRAM FUNDS (the "Agreement") is effective **June 1, 2023 – May 31, 2024** between **The Health & Hospital Corporation of Marion County d/b/a Sandra Eskenazi Mental Health Center (UEI: K2E1CFMQNJ78)**, as a municipal corporation and political subdivision ("Subrecipient") and the Consolidated City of Indianapolis ("City") acting by and through its Department of Metropolitan Development ("DMD") for Continuum of Care Program Assistance project number **13FG-N015000023** and HUD grant number **IN0081L5H032215**.

RECITALS

1. The Continuum of Care Program assistance, which is the subject of this Grant Agreement, is governed by Title IV of the McKinney-Vento Homeless Assistance Act, 42 U.S.C. 11301 et. seq. (the "Act") and the Continuum of Care Program regulation, 24 CFR 578, (the Regulations).
2. This Agreement will be governed by the Act and the HUD Continuum of Care Program final rule codified at 24 CFR 578 ("the Rule") and the Notice of Funding Availability (NOFA) that was published in two parts. The first part is the General Section of the NOFA, which is published annually at FR 33323. The second part is the Continuum of Care Homeless Assistance Programs section of the NOFA.
3. Pursuant to the Act, the DMD has received Continuum of Care funds ("C of C Funds") from the United States Department of Housing and Urban Development ("HUD").
4. The DMD has approved subrecipient's application (the "Application") to use a portion of the C of C Funds to accomplish purposes consistent with the Act and the Regulations, as described herein (the "Project").
5. The DMD is willing to make a grant of C of C Funds (the "Grant") to the subrecipient for the intended uses and purposes of the Project, subject to compliance with and satisfaction of the terms and conditions set forth or incorporated by reference in this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual obligations, covenants and promises of the parties herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the subrecipient and the DMD hereby agree as follows:

ARTICLE I. DEFINITIONS AND INCORPORATIONS

1.01 All of the provisions of 24 CFR 578, including definitions, are incorporated herein by reference. A copy of 24 CFR 578 is available on the Internet at: hudexchange.info

1.02 All of the applicable provisions of the DMD's Community Economic Development Grants Management Policies ("Continuum of Care Policies and Procedures"), including definitions, are incorporated herein by reference. A copy of the Continuum of Care Policies is provided electronically to all subrecipients.

1.03 "Homeless Person" as described in 42 U.S.C. § 11302: (a) In general
(a) For purposes of this chapter, the terms "homeless", "homeless individual", and "homeless person" means--

(1) an individual or family who lacks a fixed, regular, and adequate nighttime residence;

(2) an individual or family with a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train station, airport, or camping ground;

(3) an individual or family living in a supervised publicly or privately operated shelter designated to provide temporary living arrangements (including hotels and motels paid for by Federal, State, or local government programs for low-income individuals or by charitable organizations, congregate shelters, and transitional housing);

(4) an individual who resided in a shelter or place not meant for human habitation and who is exiting an institution where he or she temporarily resided;

(5) an individual or family who--

(A) will imminently lose their housing, including housing they own, rent, or live in without paying rent, are sharing with others, and rooms in hotels or motels not paid for by Federal, State, or local government programs for low-income individuals or by charitable organizations, as evidenced by--

(i) a court order resulting from an eviction action that notifies the individual or family that they must leave within 14 days;

(ii) the individual or family having a primary nighttime residence that is a room in a hotel or motel and where they lack the resources necessary to reside there for more than 14 days; or

(iii) credible evidence indicating that the owner or renter of the housing will not allow the individual or family to stay for more than 14 days, and any oral statement from an individual or family seeking homeless assistance that is found to be credible shall be considered credible evidence for purposes of this clause;

(B) has no subsequent residence identified; and

(C) lacks the resources or support networks needed to obtain other permanent housing; and

(6) unaccompanied youth and homeless families with children and youth defined as homeless under other Federal statutes who--

(A) have experienced a long term period without living independently in permanent housing,

(B) have experienced persistent instability as measured by frequent moves over such period, and

(C) can be expected to continue in such status for an extended period of time because of chronic disabilities, chronic physical health or mental health conditions, substance addiction, histories of domestic violence or childhood abuse, the presence of a child or youth with a disability, or multiple barriers to employment.

(b) Domestic violence and other dangerous or life-threatening conditions

Notwithstanding any other provision of this section, the Secretary shall consider to be homeless any individual or family who is fleeing, or is attempting to flee, domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening conditions in the individual's or family's current housing situation, including where the health and safety of children are jeopardized, and who have no other residence and lack the resources or support networks to obtain other permanent housing.

(c) Income eligibility

(1) In general

A homeless individual shall be eligible for assistance under any program provided by this chapter, only if the individual complies with the income eligibility requirements otherwise applicable to such program.

(2) Exception

Notwithstanding paragraph (1), a homeless individual shall be eligible for assistance under title I of the Workforce Investment Act of 1998 [29 U.S.C.A. § 2801 et seq.].

(d) Exclusion

For purposes of this chapter, the term “homeless” or “homeless individual” does not include any individual imprisoned or otherwise detained pursuant to an Act of the Congress or a State law.

(e) Persons experiencing homelessness

Any references in this chapter to homeless individuals (including homeless persons) or homeless groups (including homeless persons) shall be considered to include, and to refer to, individuals experiencing homelessness or groups experiencing homelessness, respectively.

1.04 “Reimbursement” means any periodic distribution by DMD of Grant proceeds to the subrecipient to pay Eligible Costs incurred and paid for by the subrecipient.

1.05 “Eligible Activities” means those activities meeting the purposes of the Act, as enumerated at 24 CFR 578.71.

1.06 “Eligible Costs” means the costs identified in the budget attached hereto and incorporated herein as **Schedule II** and more specifically described in those documents required to be submitted for each Reimbursement, and incurred for completion of the Project; provided, however, that all such costs must be in compliance with the terms of the Act, the Regulations, and the requirements established by the Office of Management and Budget (OMB) concerning Dunn and Bradstreet Universal Numbering System (DUNS), the Central Contractor Registration (CCR) database, and the Federal Funding Accountability and Transparency Act, including Appendix A to Part 25 of the Financial Assistance Use of Universal Identifier and Central Contractor Registration, 75 Fed. Reg. 55671 (Sept. 14, 2010)(to be at 2 CFR part 25) and Appendix A to Part 170 of Requirements for Federal Funding Accountability and Transparency Act Implementation, 75 Fed Reg. 55663 (Sept. 14, 2010) (to be codified at 2 CFR part 170). Generally, costs must be necessary, reasonable, and directly related to the Grant. In addition, they must be legal, proper, and consistent with the policies that govern the Grantee’s other expenditures. The Grant shall not be used for any prohibited activities or in violation of any limitations or standards governing Eligible Activities. If any Grant funds shall be determined to have been used for something other than an Eligible Cost, an equal amount from non-public funds shall become immediately due and payable to the DMD, provided, however, that the subrecipient shall, subject to its full cooperation with the DMD, be entitled to an opportunity to remedy, contest or appeal such determination.

1.07 “Grant” means the portion of C of C Funds to be distributed to the subrecipient in Section 2.1 below, for the purpose of financing the Project.

1.08 “Project” means the specific Eligible Activities to be assisted with the Grant, as described in Section 2.02 below.

1.09 “Project Completion Date” means the date the DMD shall have determined that the Project has reached completion in accordance with the plans and specifications approved by the DMD and is in compliance with this Agreement.

1.10 “Annual Progress Report” (APR) tracks program progress and accomplishments and must be submitted to the City within 45 days after the end of each operating year as shown in **Schedule II**. Failure to submit an APR may lead to a delay in reimbursements and in receiving future Grant funds.

ARTICLE II

ARTICLE II. TERMS OF GRANT AND SCOPE OF PROJECT

2.01 Agreement to Make Grant. On the basis of and in reliance upon the representations, warranties and covenants of the subrecipient in the Application, this Agreement and the other documents related hereto, and subject to compliance with and full satisfaction of each of the terms and conditions of this Agreement, the DMD agrees to make a grant of C of C Funds to the subrecipient in an amount not to exceed **Four Hundred Eighty-Two Thousand One Hundred Fifteen and 00/100 (\$482,115.00) Dollars.** (the “Grant”). The Grant shall be used to assist with the financing of the Eligible Costs incurred in completing the Project.

2.02 Description of Project. The Project shall, and the subrecipient certifies that the activities carried out with the C of C Funds shall, meet the objectives of the Act and the Regulations. A detailed description of the Project including, without limitation, the Eligible Activities and tasks to be performed for completing the Project, is attached hereto and incorporated herein as **Schedule I.**

2.03 Schedule for Completing Project. The schedule for completing the Project is as specified in 2.04 herein. The Project shall be timely completed in compliance with the schedule; provided, however, that if the Project is not completed by the specified deadline, the DMD may, in its sole discretion, extend the deadline by giving written notice of the extension to the subrecipient.

2.04 Budget for Project. A budget for the Eligible Costs to be incurred in completing the Project is attached hereto and incorporated herein as **Schedule II.**

2.05 Term of this Agreement. The term of the grant shall be **June 1, 2023 – May 31, 2024** with all final claims due within 30 days of the end of the term. Unless terminated earlier as provided in Article VI below, this Agreement shall remain in effect until the expiration of the latter of (a) the Use Restrictions, as specified in section 5.04 hereof; or (b) the period during which C of C Funds are provided for the Project, as specified herein.

2.06 Project Income. Program income earned during the project period shall be retained by the recipient in accordance with HUD regulations or the terms and conditions of the award and shall be used in one or more of the ways noted in accordance with 24 CFR 578.97

2.07 Reimbursements. When requesting a Reimbursement of Grant funds, the subrecipient shall comply with the applicable claims procedure set forth in the Indianapolis Continuum of Care Policies and Procedures. The subrecipient may not request a Reimbursement of funds until the funds are needed to pay Eligible Costs, and the Reimbursements will be made only in accordance with the benchmarks in Schedule II hereto. A program operating year must be established, as described in **Schedule I. General** – The Annual Performance Report (APR) must

be submitted to the City no later than that the 45 days following the end of each operating year. If not received, future draws will be suspended.

2.08 The DMD shall use reasonable efforts to process such Reimbursement requests within thirty (30) days from the receipt of the request, but the subrecipient acknowledges that such requests must proceed through several and various departments within the City. Subrecipient must submit claims at least quarterly in accordance with Federal Requirements. Each request for a Reimbursement will be processed upon compliance with all of the terms, conditions and covenants of this Agreement. Any Reimbursement shall be contingent on satisfactory work progress and sufficient quantity and quality of the work in accordance with the plans and specifications approved by the DMD. The DMD shall not be obligated to make Reimbursements unless the DMD is satisfied, in its reasonable discretion, that the conditions precedent to the making of such advances have been satisfied by the subrecipient. The subrecipient irrevocably authorizes the DMD, at DMD's option (without any obligation to do so), to make Reimbursements for work performed or materials furnished directly to any contractor of the subrecipient entitled to payment by check payable to such person to which a Reimbursement is to be made. No further direction or authorization from the subrecipient shall be necessary or required for such direct Reimbursements. Additional payment procedures are specified in the Indianapolis Continuum of Care Policies and Procedures and/or **Schedule III**.

ARTICLE III. CONDITIONS PRECEDENT

3.01 The DMD shall be under no obligation to make a Reimbursement of Grant funds to the subrecipient unless all of the conditions precedent specified below have been fulfilled and evidence shall have been delivered to the DMD of the satisfaction of such conditions precedent, which satisfaction shall be in the DMD's sole and absolute discretion:

- A. The funds are needed and will be used solely to pay Eligible Costs actually incurred or paid by the subrecipient in accordance with this Agreement;
- B. The representations and warranties of the subrecipient contained in or incorporated by reference in Article IV of this Agreement continue to be true, complete and accurate;
- C. The subrecipient has carried out all of its obligations and is in compliance with all the covenants specified in Article V of this Agreement, to the extent that such obligations or covenants are required to have been carried out or are applicable at the time of the request for the Reimbursement;
- D. The subrecipient has not committed or suffered an act, event, occurrence or circumstance, which constitutes an Event of Default as defined in section 6.2 or which with the passage of time or giving of notice or both would constitute an Event of Default under Article VI of this Agreement;

- E. The required Reports, including but not limited to DMD's Quarterly Report meeting (as defined below) and HUD's Annual Progress Report ("APR"), are complete and submitted by the 15th of the month following the end of each quarter and operating year;
- F. The Reimbursements previously made, if any, have been used solely to pay or reimburse Eligible Costs actually incurred or paid by the subrecipient in accordance with this Agreement; and
- G. Such additional conditions, if any, specified on **Schedule III** and/or in the Indianapolis Continuum of Care Policies have been satisfied.

ARTICLE IV. REPRESENTATIONS AND WARRANTIES OF THE SUBRECIPIENT

The subrecipient represents and warrants, as of the date hereof, that:

4.01 Authority. The subrecipient has the requisite power, right and legal authority to execute, deliver and perform its obligations under this Agreement and has taken all action necessary to authorize the execution, delivery, performance and observance of its obligations under this Agreement. This Agreement, when executed and delivered, will constitute the legal, valid and binding obligation of the subrecipient, enforceable against subrecipient in accordance with its terms.

4.02 Capacity and Capability. The subrecipient has the requisite capacity and capability to effectively administer and complete the Project.

4.03 No Conflict of Interest. No official, officer, agent, or employee of the subrecipient directly or indirectly owns or controls any interest in the subrecipient, and no person, directly or indirectly owning or controlling any interest in the subrecipient, is an official, officer, agent or employee of the DMD. The requirements of the Regulations together with the conflict of interest rules set forth in the Indianapolis Continuum of Care policies and procedures are satisfied and will continue to be satisfied during the term of this Agreement.

(a) For purposes of compliance with IC 36-1-21, Subrecipient certifies and warrants to City that Contractor, or a person who wholly or partially owns Contractor, is not a *relative*, as that term is defined by IC 36-1-21-3, of either the Mayor of Indianapolis, Indiana, or a member of the City-County Council of Indianapolis and Marion County, Indiana.

(b) The subrecipient agrees to abide by the provisions of 24 CFR 578.95 with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The subrecipient further covenants that in the performance of this Agreement no person having such a financial interest shall be employed or retained by the subrecipient hereunder. These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed

official of the DMD, or the subrecipient, or of any designated public agencies or Sub-recipients which are receiving funds under the Continuum of Care program.

Subrecipient certifies and warrants to City that neither it nor any of its officers, agents, employees, or subcontractors who will participate in the performance of any services required by this Agreement has or will have any conflict of interest, direct or indirect, with City.

For purposes of compliance with IC 36-1-21, subrecipient certifies and warrants to City that subrecipient, or a person who wholly or partially owns subrecipient, is not a *relative*, as that term is defined by IC 36-1-21-3, of either the Mayor of Indianapolis, Indiana, or a member of the City-County Council of Indianapolis and Marion County, Indiana.

4.04 Environmental Representations. All representations made by the subrecipient in connection with the environmental review remain true, and the subrecipient shall comply with the Indianapolis Continuum of Care Policies and Procedures regarding environmental matters. To the best of the subrecipient's knowledge, the Project does not involve real property the nature of which would constitute a brownfield or flood plain under applicable federal, state or local law; or, alternatively, if the Project or transactions contemplated herein do lie within a flood plain or constitute a brownfield, the subrecipient has disclosure such to the DMD and otherwise fully complied with applicable laws.

4.05 Religious Activity. Organizations that are religious or faith-based are eligible on the same basis as any other organization to participate in C of C program. Organizations that are directly funded under the C of C program may not engage in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the assistance funded under this part. If an organization conducts such activities, the activities must be offered separately, in time or location, from the assistance funded under this part, and participation must be voluntary for the beneficiaries of the assistance provided.

A RELIGIOUS ORGANIZATION THAT PARTICIPATES IN THE C OF C PROGRAM WILL RETAIN ITS INDEPENDENCE FROM FEDERAL, STATE, AND LOCAL GOVERNMENTS AND MAY CONTINUE TO CARRY OUT ITS MISSION, INCLUDING THE DEFINITION, PRACTICE, AND EXPRESSION OF ITS RELIGIOUS BELIEFS, PROVIDED THAT, IT DOES NOT USE DIRECT C OF C FUNDS TO SUPPORT ANY INHERENTLY RELIGIOUS ACTIVITIES, SUCH AS WORSHIP, RELIGIOUS INSTRUCTION, OR PROSELYTIZATION. AMONG OTHER THINGS, FAITH-BASED ORGANIZATIONS MAY USE SPACE IN THEIR FACILITIES WITHOUT REMOVING RELIGIOUS ART, ICONS, SCRIPTURES, OR OTHER RELIGIOUS SYMBOLS. IN ADDITION, A C OF C FUNDED RELIGIOUS ORGANIZATION RETAINS ITS AUTHORITY OVER ITS INTERNAL GOVERNANCE, AND IT MAY RETAIN RELIGIOUS TERMS IN ITS ORGANIZATION'S NAME, SELECT ITS BOARD MEMBERS ON A RELIGIOUS BASIS, AND INCLUDE RELIGIOUS REFERENCES IN ITS ORGANIZATION'S MISSION STATEMENTS AND OTHER GOVERNING DOCUMENTS.

4.06 Anti-Lobbying Certification. The subrecipient hereby certifies that no federal funds have been or will be spent on lobbying activities in connection with the Project. The subrecipient agrees to make disclosure as required by 2 CFR 200 if funds other than funds received under this agreement are spent or committed for lobbying activities.

4.07 Political Activity. The C of C Funds will not be used for political activities, and no personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the United States Code.

4.08 Grantor Recognition. The subrecipient shall insure recognition of the role of the DMD and the United States Department of Housing and Urban Development for activities carried out through this Agreement. All activities, facilities, and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the subrecipient shall include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

ARTICLE V. COVENANTS OF THE SUBRECIPIENT

The Subrecipient covenants and agrees that for so long as this Agreement is in effect:

5.01 Compliance with Laws. The Subrecipient acknowledges that the Grant is funded with C of C Funds, which subjects the Project to extensive federal regulation. Subrecipient will comply with, conform to, and obey (and take such steps as are necessary to enable the DMD to comply with, conform to, and obey) the Act, Regulations, and all other federal statutes, regulations, rules and policies applicable to the Project. The Subrecipient shall also comply with applicable state law and Indianapolis Continuum of Care Policies and Procedures. Failure to do so may be considered an Event of Default.

5.02 Supportive Services. The Subrecipient shall ensure that qualified service providers in the area make available appropriate supportive services as defined in Section 425 of the Act (42 U.S.C. 11385) to the individuals assisted with housing under the Project.

5.03 Homeless Assistance and Participation. The Subrecipient shall assist homeless individuals in obtaining (a) appropriate supportive services essential for achieving the greatest level of independent living possible, and (b) other federal, state, local, and private assistance available to such individuals, in accordance with 42 U.S.C. 11375(c)(3); and shall to the maximum extent possible involve homeless individuals and families through employment, volunteer services, or otherwise, in constructing, rehabilitating, maintaining, and operating the Project and in providing supportive services for the Project, in accordance with 42 U.S.C. §11375(c)(7) and 24 CFR 578.

5.04 Restrictions and Standards for Rental Assistance. To the extent the Project involves rental assistance activities, the Subrecipient shall ensure compliance with 24 CFR 578.77.

5.05 Other Federal Requirements. The Subrecipient shall adopt procedures to ensure that all persons who qualify for assistance under the Project know of the CoC program, and shall maintain evidence of implementation of such procedures. The Subrecipient shall complete the Project and carry out all activities associated therewith in full compliance with all federal laws

and regulations described in 24 CFR 578.

5.06 Uniform Administrative Requirements. The Subrecipient shall comply with the administrative requirements specified at 24 CFR Part 200.

5.07 Records and Reporting Requirements. The Subrecipient shall maintain all records required by the Federal Regulations specified in 24 CFR 578 that are pertinent to the activities to be funded under this Agreement. The Subrecipient shall keep and maintain in its offices for a minimum of five (5) years after the expiration of this Agreement complete and accurate books of account and financial records, supporting documents, statistical records and all other records pertinent to the Grant in which complete and accurate entries will be made of all dealings or transactions in relation to its business and affairs and its operation of the Project in accordance with generally accepted accounting principles consistently applied. The Subrecipient shall also maintain for the same period of time complete and accurate records and other documents relating to its receipt and reimbursement of the Grant and any other records and documents pertaining to the Project which the DMD or HUD may be required to maintain or report under the Act or under the Regulations, rules and policies now or hereafter enacted to implement the Act. The Subrecipient shall maintain current and accurate data on the race and ethnicity of individuals assisted by the Project. The Subrecipient shall ensure the confidentiality of the name of any individual assisted under the Project, and any other information regarding individuals receiving assistance under the Project.

In addition to the reporting requirements in 24 CFR 200, the recipient must collect and report data on its use of Continuum of Care funds in an Annual Performance Report (APR), as well as in any additional reports as and when required by HUD. Projects receiving grant funds only for acquisition, rehabilitation, or new construction must submit APRs for 15 years from the date of initial occupancy or the date of initial service provision, unless HUD provides an exception under Sec. 578.81(e).

The Subrecipient shall also comply with all the CED Grants Management Policies, including, without limitation, the attendance of quarterly meetings and the year-end report.

5.08 Inspection of Project and Audit. Any duly authorized representative of the DMD or HUD shall, at all reasonable times, have access to and the right to inspect, copy, audit and examine all books of accounting, financial records and other documents of the Subrecipient relating to the Project for a period of five (5) years after the expiration of this Agreement. HUD grantees and subgrantees are responsible for obtaining audits in accordance with the Single Audit Act of 1964 (31 U.S.C. 7501) and federal agency implementing regulations. The Subrecipient will cooperate fully with the DMD and HUD in connection with any interim or final audit relating to the Grant or the Project which may be performed. Such audits shall be conducted in conformity with 24 CFR Part 200 Subpart F.

5.09 Property Standards. Subrecipients must abide by the uniform standards governing management and disposition of property and equipment acquired with City and/or federal funds as set forth in the Indianapolis Continuum of Care Policies and Procedures wherein acquisition of property and equipment using C of C funds is set forth as disallowed.

5.10 EEO/AA Statement. During the performance of this Agreement, Subrecipient agrees as

follows:

- A. The Subrecipient and its subcontractors shall not discriminate against any employee or applicant for employment to be employed in the performance of this Agreement, with respect to her or his hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of her or his race, sex, sexual orientation, gender identity, religion, color, national origin, ancestry, age, disability, or United States military service veteran status. Breach of this section shall be regarded as a material breach of this Agreement. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- B. The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, sexual orientation, gender identity, religion, national origin, ancestry, age, disability, or United States military service veteran status.
- C. The Subrecipient will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the Subrecipient's commitments under Section 202 of the Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The Subrecipient will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- E. The Subrecipient will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- F. In the event of the Subrecipient's noncompliance with the nondiscrimination clauses of this Agreement or with any of such rules, regulations, or orders, this Agreement may be cancelled, terminated or suspended in whole or in part and the Subrecipient may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- G. The Subrecipient will include the provisions of Paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of the Executive Order No. 11246 of Sept. 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Subrecipient will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including

sanctions for noncompliance: Provided, however, That in the event the Subrecipient becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Subrecipient may request the United States to enter into such litigation to protect the interests of the United States.

5.11 Sexual Harassment Clause

- A. Subrecipient and subcontractors shall establish and maintain a written sexual harassment policy and shall inform its employees of the policy.
- B. The Subrecipient and each subcontractor shall furnish all necessary employment documents and records to and permit access to its books, records, and accounts to the Department of Metropolitan Development for purposes of investigation to ascertain compliance with the provisions of this Nondiscrimination/ Sexual Harassment Clause. If the Subrecipient or any subcontractor does not possess documents or records reflecting the necessary information requested, it shall furnish such information on reporting forms supplied by the Department of Metropolitan Development.
- C. The Subrecipient shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that such provisions will be binding upon each subcontractor.
- D. The Department of Metropolitan Development may cancel or terminate the Contract and all money due or to become due under the Contract may be forfeited for a violation of the terms and conditions of this Sexual Harassment clause.

5.12 Drug Free Workplace Policy/Applicable Laws. The Subrecipient agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. This includes the Federal Civil Rights Act of 1964 and, if applicable, the Drug-Free Workplace Act of 1988. The enactment of any state or federal statute or the promulgation of regulations thereunder after execution of this Agreement shall be reviewed by the City and the subrecipient to determine whether the provisions of the Agreement require formal modification.

5.13 Debarment and Suspension

- A. Subrecipient certifies, by entering into this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from or ineligible for participation in any Federal assistance program by any Federal department or agency, or by any department, agency or political subdivision of the State of Indiana. The term “principal” for purposes of this Agreement means an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Subrecipient.
- B. Subrecipient shall not subcontract with any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in any Federal assistance program

by any Federal department or agency, or by any department, agency or political subdivision of the State of Indiana.

- C. Subrecipient shall provide immediate written notice to City if, at any time after entering into this Agreement, Subrecipient learns that its certifications were erroneous when submitted, or Subrecipient is debarred, suspended, proposed for debarment, declared ineligible, has been included on a list or received notice of intent to include on a list created pursuant to IC 5-22-16.5, voluntarily excluded from or becomes ineligible for participation in any Federal assistance program. Any such event shall be cause for termination of this Agreement as provided herein.
- D. The Subrecipient certifies, by entering into this Agreement, that it does not engage in investment activities in Iran as more particularly described in IC 5-22-16.5.

5.14 Confidentiality

- A. The obligations of this section shall survive the termination of this Agreement and shall be applicable to the full extent permissible under statutes governing access to public records. Subrecipient understands that the information provided to it or obtained from City during the performance of its services is confidential and may not, without prior written consent of City, be disclosed to a person not in City's employ except to employees or agents of Subrecipient who have a need to know in order to provide the services. Further, Subrecipient's work product generated during the performance of this Agreement is confidential to City. The failure to comply in all material respects with this section shall be considered a material breach of this Agreement. Confidential information shall not include information, that:
 - (i) was known by Subrecipient at the time it was received;
 - (ii) is, as of the time of its disclosure or thereafter becomes, part of the public domain through a source other than Subrecipient;
 - (iii) is made known to Subrecipient by a third person who does not impose any obligation of confidence on Subrecipient with respect to such information;
 - (iv) is required to be disclosed pursuant to governmental authority, law, regulation, duly authorized subpoena or court order whereupon Subrecipient shall provide notice to City prior to such disclosure; or
 - (v) information that is independently developed by Subrecipient without references to the confidential information.
- B. Subrecipient shall not, under any circumstances, release information provided to it by, or on behalf of, City that is required to be kept confidential by City pursuant to Indiana law except as contemplated by this 5.16 (A)(iv), above.
- C. Subrecipient acknowledges that City will not treat this Agreement as confidential information and will post the Agreement on the City website as required by Section 141-105 of the Revised Code of the Consolidated City of Indianapolis and Marion County. Use by the public of any document or the information contained therein, shall not be considered an act of City.

5.15 Subcontracting.

- A. **Approval required.** The parties agree that subrecipient shall not subcontract, assign or delegate any portion of this Agreement or the services to be performed hereunder without prior written approval of City. In the event that City approves of any such subcontracting, assignment or delegation, subrecipient shall remain solely responsible for managing, directing and paying the person or persons to whom such responsibilities or obligations are sublet, assigned or delegated. City shall have no obligation whatsoever toward such persons. Subrecipient shall take sole responsibility for the quality and quantity of any services rendered by such persons. Any consent given in accordance with this provision shall not be construed to relieve subrecipient of any responsibility for performing under this Agreement.

5.16 Minority, women and veteran's participation. To the extent subrecipient uses subcontractors or other agents in the performance of services under this Agreement, subrecipient shall either:

- (i) Use, at a minimum, fifteen percent (15%) Minority Business Enterprises, eight percent (8%) Women's Business Enterprises, three percent (3%) Veteran's Business Enterprises, and one percent (1%) Disability Owned Business Enterprises in the performance of services under this Agreement; or
- (ii) Demonstrate a good faith effort to achieve such percentages, in compliance with the policies and to the satisfaction of Indianapolis's Department of Minority & Women Business Development.

Violation of this Subsection shall constitute a breach of this Agreement.

ARTICLE VI. EVENTS OF DEFAULT REMEDIES

6.01 Performance Monitoring. DMD will monitor the performance of the Subrecipient against goals, benchmarks, and performance standards required herein as contained in **Schedule I** hereto. Substandard performance as determined by DMD will constitute non-compliance with this Agreement.

6.02 Events of Default. Each of the following shall constitute an "Event of Default" for purposes of this Agreement:

- (a) The failure of the Subrecipient to comply with the Use Restrictions as specified in section 5.04.
 - (b) The failure of the Grant to be used solely for Eligible Costs incurred to complete the Project.
- A. The material inaccuracy of any representation or warranty made by Subrecipient to the DMD or HUD in the Application, this Agreement, or otherwise.
 - B. The Subrecipient's failure to properly perform any other material provision or covenant contained in this Agreement, including failure to meet timelines, benchmarks, failure to

be present at Quarterly Report meetings, or any failure to meet other EI requirements and such failure shall remain un-remedied for a period of thirty (30) days after written notice thereof to Subrecipient from the DMD, including the failure of the Subrecipient to timely complete the Project in accordance with Section 2.04. During the 30-day cure period, the DMD may withhold all or any portion of Disbursements.

6.03 Remedies; Termination. Upon the occurrence of an Event of Default, the DMD, at its option and without notice, may terminate or suspend any obligation to make any further Reimbursement and may declare the Grant immediately due and payable, whereupon the same shall become and be immediately due and payable by the Subrecipient (jointly and severally if more than one), without presentation, demand, protest, notice of protest, or other notice of dishonor of any kind, all of which are expressly waived by the Subrecipient, and without relief from valuation and appraisal laws. The DMD may exercise any remedies specified in 2 CFR 200, may declare the Subrecipient ineligible for any further participation in grant programs administered by the DMD, and may institute any action, suit, or other proceeding in law, in equity or otherwise, which it shall deem necessary or proper for the protection of its interests. Upon termination, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, equipment, reports or other materials prepared by the Subrecipient under this Agreement shall, at the option of DMD, become the property of DMD.

6.04 Termination for Convenience. Notwithstanding any other portion of this agreement, in accordance with 2 CFR 200, Grants may be terminated in whole or in part as follows:

- A. by the DMD, with the consent of the Subrecipient, in which case the parties shall agree on the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated; or
- B. by the Subrecipient upon written notice to the DMD, setting forth the reasons for such termination, the effective date and, in the case of a partial termination, the portion to be terminated. If, in the case of a partial termination, the DMD determines that the remaining portion of the Grant will not accomplish the purposes for which the Grant was made, the DMD may terminate the Grant in its entirety.

ARTICLE VII. MISCELLANEOUS

7.01 Expenses Incurred Upon Event of Default. The Subrecipient shall reimburse the DMD for all reasonable expenses and costs of collection and enforcement, including reasonable attorneys' fees, incurred by the DMD as a result of one or more Events of Default by the Subrecipient. The Subrecipient shall also reimburse the DMD for all reasonable expenses and costs incurred in connection with the making of the Grant, including reasonable attorneys' fees.

7.02 No Assignment or Succession. Except as otherwise provided by this Agreement, neither this Agreement, nor any interest of the Subrecipient in, under or to this Agreement, or the Project, may be assigned or transferred by the Subrecipient without the prior written consent of

the DMD, which consent shall not be unreasonably withheld or delayed.

7.03 Amendments. No modification or amendment of any provision of this Agreement shall be effective unless made in writing and signed by all parties.

7.04 Disclaimer of Relationship. Nothing contained in this Agreement, nor any act of the DMD or of the Subrecipient, or of any other person, shall in and by itself be deemed or construed by any person to create any relationship of third party beneficiary, employer/employee, principal and agent, limited or general partnership, or of joint venture. The Subrecipient shall at all times remain an “independent contractor” with respect to performance under the Agreement. The Subrecipient is responsible for and shall pay all amounts and benefits owing to or for the account of its employees, if any, including, without limitation, unemployment compensation, FICA, retirement, life and/or medical insurance and worker’s compensation insurance.

7.05 Survival of Covenants, Etc. All representations, warranties, covenants and agreements made by the Subrecipient in connection with this Agreement and all certificates delivered by the Subrecipient shall survive the expiration of this Agreement and the completion of the Project; provided, further, that no third party shall be entitled to rely upon any representations, warranties, covenants, agreements or certificates.

7.06 Notices. Any and all notices or other communications required or permitted under this Agreement or the Attachments hereto shall be in writing and shall be sufficiently given when delivered in person to, or sent by certified or registered mail, postage prepaid, (provided that if mailed, any applicable time period shall commence upon receipt by addressee; provided further that if addressee refuses delivery, then notice shall be deemed to have been given three (3) days after mailing of such notice) addressed as follows:

If to DMD:

Department of Metropolitan Development
of the City of Indianapolis, Indiana
200 East Washington Street, Suite 2042
Indianapolis, Indiana 46204
Attention: Continuum of Care Grants Manager

If to the Subrecipient:

The Health & Hospital Corporation of Marion County d/b/a Sandra Eskenazi
Mental Health Center
3838 North Rural Street
Indianapolis, IN 46205-2930

or to such other address or person as shall be designated from time to time by notice.

7.07 Grant Closeout. At the expiration of the contract a letter will be sent to the subrecipient to closeout out the grant. The information included will recap the award amount and the balance left on the grant. After the grant is closed no other claims will be accepted.

7.08 Governing Law. Except to the extent preempted by the Act or other applicable federal law, the laws of the State of Indiana shall govern all aspects of this Agreement, including execution, interpretation, performance and enforcement.

7.09 No Waiver. Neither failure nor delay on the part of the DMD in exercising any right under this Agreement shall operate as a waiver of such right, nor shall any single or partial exercise of any such right preclude any further exercise thereof or the exercise of any other right. No waiver of any provision of this Agreement or consent to any departure by the Subrecipient there from shall be effective unless the same shall be in writing, signed on behalf of the DMD by a duly authorized officer thereof, and the same shall be effective only in the specific instance for which it is given. No notice to or demand on the Subrecipient in any case shall entitle the Subrecipient to any other or further notices or demands in similar or other circumstances, or constitute a waiver of any of the DMD's right to take other or further action in any circumstances without notice or demand.

7.10 Remedies Cumulative. All powers and remedies given by this Agreement shall be cumulative and in addition to those otherwise provided by law.

7.11 Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original for all purposes.

7.12 Binding of All Successors and Assigns. All the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective successors, assigns and legal representatives.

7.13 Further Assurances. The Subrecipient shall, at its expense, upon request of the DMD, duly execute and deliver, or cause or be executed and delivered, such further instruments and perform or cause to be performed such further acts as may be reasonably necessary or proper in the reasonable opinion of the DMD to carry out the provisions and purposes of this Agreement, the Project or the Act.

7.14 Severability. The invalidity, illegality or unenforceability of any one or more of the provisions of this Agreement shall not affect the validity, legality or enforceability of the remaining provisions hereof or thereof.

7.15 Headings. The headings of the Articles, sections and paragraphs used in this Agreement are for convenience only and shall not be read or construed to affect the meaning or construction of any provision.

7.16 Entire Agreement. This Agreement embodies the entire agreement and understanding between the DMD and the Subrecipient and supersedes all prior verbal and written agreements by, between and among the parties.

7.17 Effective Date. This Agreement shall be effective **June 1, 2023.**

7.18 Documentation and Reporting. The Subrecipient shall submit to the DMD such documentation as the DMD may reasonably request, including but not limited to invoices for work completed and for materials purchased. All documentation and reporting shall be in compliance with CED Policies.

7.19 No Third Party Beneficiary. No contractor, subcontractor, mechanic, material man, laborer, vendor or other person dealing with the Subrecipient shall be, nor shall any of them be deemed to be, third party beneficiaries of this Agreement, but each such person shall be deemed to have agreed: (a) that they shall look to the Subrecipient, as its sole source of recovery if not paid, and (b) except as otherwise agreed to by the DMD and any such person in writing, they may not enter any claim or bring any such action against the DMD under any circumstances. Except as provided by law, or as otherwise agreed to in writing between the DMD and such person, each such person shall be deemed to have waived in writing all right to seek redress from the DMD under any circumstances whatsoever.

7.20 Agreements Between Subrecipient and Third-Parties. If the Subrecipient provides C of C Funds to third parties, such as contractors or developers, the Subrecipient shall enter into a written agreement with such third party(ies) that meets the requirements of 24 CFR 578 and CED Policies.

7.21 Hold Harmless and Indemnification. Subrecipient agrees to indemnify, defend, and hold harmless the City of Indianapolis and its officers, agents, officials and employees for any and all third party claims, actions, causes of action, judgments and liens to the extent they arise out of any negligent or wrongful act or omission by Subrecipient or any of its officers, agents, employees or subcontractors, regardless of whether or not it is caused in part by the negligence of a party indemnified hereunder. Such indemnity shall include attorney's fees and all costs and other expenses arising there from or incurred in connection therewith and shall not be limited by reason of the enumeration of any insurance coverage required herein. The City shall not provide such indemnification to the Subrecipient, provided, however, that the Subrecipient shall be relieved of its indemnification obligation to the extent any injury, damage, death or loss is attributable to the acts or omission of the City.

7.22 Insurance and Bonding. The Subrecipient shall maintain adequate workers' compensation insurance for its employees involved in the Project. The Subrecipient shall maintain, and shall insure that any subcontractor or other third-party retained by Subrecipient in connection with the Project maintains, adequate property damage, automobile, public liability, and/or professional liability insurance coverage as is reasonable under the circumstances given the scope of the Project. The Subrecipient shall also comply with all bonding and insurance requirements of the Indianapolis Continuum of Care Policies and Procedures and 2 CFR Part 200. The DMD may designate the initial insurance requirements and coverage on **Schedule III**, and the DMD may, in its sole discretion, require the Subrecipient to furnish different or additional insurance during the term of this Agreement. Certificates of insurance, naming the City of Indianapolis as an "additional insured" and showing the coverage that is in force shall be

filed with the DMD prior to the commencement of work on the Project. These certificates shall provide that coverage under the policies will not expire or be cancelled until at least sixty (60) days prior written notice has been given to DMD. In the alternative, the Subrecipient shall present evidence to the DMD of adequate self-insurance.

7.23 Compliance with E-Verify Program. Compliance With E-Verify Program. By executing this Agreement, the Subrecipient affirms under the penalties of perjury that the Subrecipient does not knowingly employ an unauthorized alien. The subrecipient further agree that:

- A The Subrecipient shall enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify program as defined in IC 22-5-1.7-3. The Subrecipient is not required to participate should the E-Verify program cease to exist. Additionally, the Subrecipient is not required to participate if the Subrecipient is self-employed and does not employ any employees.
- B The Subrecipient shall not knowingly employ or contract with an unauthorized alien. The Subrecipient shall not retain an employee or contract with a person that the Subrecipient subsequently learns is an unauthorized alien.
- C The Subrecipient shall require its subcontractors, who perform work under this Contract, to certify to the Subrecipient that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. The Subrecipient agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.

If Subrecipient is in violation of IC 22-5-1.7, and fails to cure the breach within 30 days after being notified by the City, such circumstance may constitute a material breach of this Agreement and the City may terminate this Agreement as provided by this statute.

SCHEDULES

All of the Schedules listed below and attached hereto are incorporated herein and made a part of this Agreement:

Schedule I: Description of Project

Schedule II: Budget of Eligible Costs for Project

Schedule III: Additional Terms

SCHEDULE I

Description of Project:

- A. **Term** The term of the grant shall be **June 1, 2023 – May 31, 2024**: with all final claims due within 30 days after contract expiration date.
- B. **Project Activities:** To provide rental assistance, operating expenses, support services and leasing of structures as awarded by the HUD C of C competition. HMIS shall be provided to the Lead Agency (as designated by the Continuum of Care Community). These are permanent supportive housing activities for those who meet the HUD definition of “homeless” and “disabled” and may involve special populations. All projects must comply with the program as submitted originally to HUD in the competition under which it was awarded.

The Health & Hospital Corporation of Marion County d/b/a Sandra Eskenazi Mental Health Center will provide **Rental Assistance to 50 households**. The Project is eligible under 24 CFR 578.

Persons to be served 50 Households (HH)	With Children	Without Children	Only Children
	10 HH	40 HH	0

Performance Standard for Street Outreach These measures are taken directly from the City of Indianapolis Continuum of Care written standards.	Target # of persons expected to accomplish this measure	Target % of persons expected to accomplish this measure
Number of persons exiting to permanent, temporary or institutional destinations	n/a	n/a
Number of persons linked to services for unmet needs	n/a	n/a
Number of persons becoming actively engaged in services	n/a	n/a

Performance Measure: Rapid Rehousing These measures are taken directly from the City of Indianapolis Continuum of Care written standards.	Target # of persons expected to accomplish this measure	Target % of persons expected to accomplish this measure
1. Number of persons exiting to permanent housing or maintaining permanent housing in 40 days * standard is 95%	n/a	n/a

2. Number of adults who increase cash income from all sources.	n/a	n/a
3. Number of adults who increase earned income * standard is at least 30%	n/a	n/a
4. Number of clients who remain stably housed in RRH or exit to permanent housing destinations * 85% is the standard	n/a	n/a

Performance Measure: Emergency Shelter – These measures are taken directly from the City of Indianapolis Continuum of Care written standards.	Target # of persons expected to accomplish this measure	Target % of persons expected to accomplish this measure
Number of persons exiting to permanent housing *45% is the standard	n/a	n/a
Number of persons who have exited that return to homeless * no more than 20% is the standard	n/a	n/a
Number of persons who exit within 45 days of entry	n/a	n/a

Performance Measure: Prevention– These measures are taken directly from the City of Indianapolis Continuum of Care written standards.	Target # of persons expected to accomplish this measure	Target % of persons expected to accomplish this measure
Number of persons exiting to permanent housing or maintaining permanent housing	n/a	n/a
Number of adults who increase cash income from all sources	n/a	n/a
Number of adults who increase earned income	n/a	n/a

Performance Measure: PSH These measures are taken directly from the City of Indianapolis Continuum of Care written standards.	Target # of persons expected to accomplish this measure	Target % of persons expected to accomplish this measure
Number of persons who remain stably housed or exit to other PH destinations	48 HH	95%
Number of adults who will have mainstream (non cash) benefits	50 HH	100%
Number of adults who will have income from sources other than employment	30 HH	60%
Number of adult participants who will have income from employment	9 HH	18%

C. **Records and Data**

Subrecipient must maintain client files that include data demonstrating eligibility. Such data shall include, but not be limited to, the following: (Documents to be maintained i.e. client name, address, race, age, gender, whether or not the client is a female head of household and/or disabled, verification of income, and a description of services provided.).

SCHEDULE II

Budget

A. Budget:

The DMD may require a more detailed budget than the initial budget in this Schedule, and may require supplemental information during the course of the Project. The Subrecipient shall provide any supplemental budget information in a timely manner and in the form prescribed by the DMD. All such amendments to the budget shall be in writing, signed by the parties, and deemed to be an amendment of this Agreement. If indirect costs are included in the budget, the Subrecipient shall submit an indirect cost allocation plan (in a form prescribed by the DMD) for determining the Subrecipient's appropriate share of such costs, and said plan shall be subject to DMD approval.

B. Budget Allocations:

<u>FUNDING</u>	Term shall be: (Final claims are due within 30 days of the end of the term) 06/01/2023 – 05/31/2024
<u>LEASING</u>	\$0.00
<u>RENTAL ASSISTANCE</u>	\$469,200.00
<u>SUPPORT SERVICES</u>	\$0.00
<u>OPERATIONS</u>	\$0.00
<u>HMIS</u>	\$0.00
<u>ADMINISTRATIVE (CITY RETAINS-NOT INCLUDED IN TOTAL)</u>	\$12,915.00
<u>ADMINISTRATIVE (SUBRECIPIENT)</u>	\$12,915.00
TOTAL Funding	\$482,115.00

SCHEDULE III

ADDITIONAL TERMS

A. Insurance and Bonding

As referenced at Article VII, Section 7.22, this Schedule contains the insurance requirements necessary to enter into an agreement with the City of Indianapolis to carry out specified activities and receive payment for those activities. Unless liability is limited by statute, in which case coverage or self-insurance reserves in that amount shall be carried, coverage in the amounts stated herein will apply.

- ◆ The Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage.
- ◆ The Subrecipient shall comply with the bonding and insurance requirements set forth in 2 CFR Part 200.
- ◆ Public liability and property damage insurance is required in the amounts necessary to cover all costs and expenditures associated with the project.
- ◆ The Subrecipient shall provide statutory Worker's Compensation coverage for all its employees involved in the performance of this Agreement.
- ◆ If the Subrecipient will be transporting individuals or construction materials, Comprehensive Auto Liability insurance is required.
- ◆ In all cases involving asbestos removal and/or abatement, the Subrecipient shall carry insurance to cover public liability and property damage for asbestos removal and/or abatement.
- ◆ An Errors and Omissions Professional Liability Policy must be carried by any architect or engineer performing services under this Agreement.

In all cases, the City of Indianapolis must be listed as additional insured and the Certificates of Insurance must be submitted to DMD prior to contract execution.

B. Indianapolis Continuum of Care Policies and Procedures Manual

As referenced at 1.02, the Indianapolis Continuum of Care Policies and Procedures Manual for use in 2023 will be provided electronically.

The parties have, through their duly authorized representatives, entered into this Agreement. The parties, having read and understood the foregoing terms of this Agreement, do by their respective electronic signatures dated below agree to the terms thereof.

CONTRACTOR

By:

Date:

Printed:

Title:

Company:

By:

Date:

Printed:

Title:

Agency/Department:

By:

Date:

Printed:

Title:

Agency/Department:

By:

Date:

Printed:

Title:

Agency/Department:

AGREEMENT TO DISTRIBUTE
CONTINUUM OF CARE FUNDS
CFDA# 14.267
Housing and Urban Development
HUD Grant Agreement Date: June 15, 2023
Project Number: 13FG-N017000023

2023 Grant »

THIS AGREEMENT TO DISTRIBUTE **CONTINUUM OF CARE** PROGRAM FUNDS (the "Agreement") is effective **June 1, 2023 – May 31, 2024** between **The Health & Hospital Corporation of Marion County d/b/a Sandra Eskenazi Mental Health Center (UEI: K2E1CFMQNJ78)**, as a municipal corporation and political subdivision ("Subrecipient") and the Consolidated City of Indianapolis ("City") acting by and through its Department of Metropolitan Development ("DMD") for Continuum of Care Program Assistance project number **13FG-N017000023** and HUD grant number **IN0141L5H032212**.

RECITALS

1. The Continuum of Care Program assistance, which is the subject of this Grant Agreement, is governed by Title IV of the McKinney-Vento Homeless Assistance Act, 42 U.S.C. 11301 et. seq. (the "Act") and the Continuum of Care Program regulation, 24 CFR 578, (the Regulations).
2. This Agreement will be governed by the Act and the HUD Continuum of Care Program final rule codified at 24 CFR 578 ("the Rule") and the Notice of Funding Availability (NOFA) that was published in two parts. The first part is the General Section of the NOFA, which is published annually at FR 33323. The second part is the Continuum of Care Homeless Assistance Programs section of the NOFA.
3. Pursuant to the Act, the DMD has received Continuum of Care funds ("C of C Funds") from the United States Department of Housing and Urban Development ("HUD").
4. The DMD has approved subrecipient's application (the "Application") to use a portion of the C of C Funds to accomplish purposes consistent with the Act and the Regulations, as described herein (the "Project").
5. The DMD is willing to make a grant of C of C Funds (the "Grant") to the subrecipient for the intended uses and purposes of the Project, subject to compliance with and satisfaction of the terms and conditions set forth or incorporated by reference in this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual obligations, covenants and promises of the parties herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the subrecipient and the DMD hereby agree as follows:

ARTICLE I. DEFINITIONS AND INCORPORATIONS

1.01 All of the provisions of 24 CFR 578, including definitions, are incorporated herein by reference. A copy of 24 CFR 578 is available on the Internet at: hudexchange.info

1.02 All of the applicable provisions of the DMD's Community Economic Development Grants Management Policies ("Continuum of Care Policies and Procedures"), including definitions, are incorporated herein by reference. A copy of the Continuum of Care Policies is provided electronically to all subrecipients.

1.03 "Homeless Person" as described in 42 U.S.C. § 11302: (a) In general
(a) For purposes of this chapter, the terms "homeless", "homeless individual", and "homeless person" means--

(1) an individual or family who lacks a fixed, regular, and adequate nighttime residence;

(2) an individual or family with a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train station, airport, or camping ground;

(3) an individual or family living in a supervised publicly or privately operated shelter designated to provide temporary living arrangements (including hotels and motels paid for by Federal, State, or local government programs for low-income individuals or by charitable organizations, congregate shelters, and transitional housing);

(4) an individual who resided in a shelter or place not meant for human habitation and who is exiting an institution where he or she temporarily resided;

(5) an individual or family who--

(A) will imminently lose their housing, including housing they own, rent, or live in without paying rent, are sharing with others, and rooms in hotels or motels not paid for by Federal, State, or local government programs for low-income individuals or by charitable organizations, as evidenced by--

(i) a court order resulting from an eviction action that notifies the individual or family that they must leave within 14 days;

(ii) the individual or family having a primary nighttime residence that is a room in a hotel or motel and where they lack the resources necessary to reside there for more than 14 days; or

(iii) credible evidence indicating that the owner or renter of the housing will not allow the individual or family to stay for more than 14 days, and any oral statement from an individual or family seeking homeless assistance that is found to be credible shall be considered credible evidence for purposes of this clause;

(B) has no subsequent residence identified; and

(C) lacks the resources or support networks needed to obtain other permanent housing; and

(6) unaccompanied youth and homeless families with children and youth defined as homeless under other Federal statutes who--

(A) have experienced a long term period without living independently in permanent housing,

(B) have experienced persistent instability as measured by frequent moves over such period, and

(C) can be expected to continue in such status for an extended period of time because of chronic disabilities, chronic physical health or mental health conditions, substance addiction, histories of domestic violence or childhood abuse, the presence of a child or youth with a disability, or multiple barriers to employment.

(b) Domestic violence and other dangerous or life-threatening conditions

Notwithstanding any other provision of this section, the Secretary shall consider to be homeless any individual or family who is fleeing, or is attempting to flee, domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening conditions in the individual's or family's current housing situation, including where the health and safety of children are jeopardized, and who have no other residence and lack the resources or support networks to obtain other permanent housing.

(c) Income eligibility

(1) In general

A homeless individual shall be eligible for assistance under any program provided by this chapter, only if the individual complies with the income eligibility requirements otherwise applicable to such program.

(2) Exception

Notwithstanding paragraph (1), a homeless individual shall be eligible for assistance under title I of the Workforce Investment Act of 1998 [29 U.S.C.A. § 2801 et seq.].

(d) Exclusion

For purposes of this chapter, the term “homeless” or “homeless individual” does not include any individual imprisoned or otherwise detained pursuant to an Act of the Congress or a State law.

(e) Persons experiencing homelessness

Any references in this chapter to homeless individuals (including homeless persons) or homeless groups (including homeless persons) shall be considered to include, and to refer to, individuals experiencing homelessness or groups experiencing homelessness, respectively.

1.04 “Reimbursement” means any periodic distribution by DMD of Grant proceeds to the subrecipient to pay Eligible Costs incurred and paid for by the subrecipient.

1.05 “Eligible Activities” means those activities meeting the purposes of the Act, as enumerated at 24 CFR 578.71.

1.06 “Eligible Costs” means the costs identified in the budget attached hereto and incorporated herein as **Schedule II** and more specifically described in those documents required to be submitted for each Reimbursement, and incurred for completion of the Project; provided, however, that all such costs must be in compliance with the terms of the Act, the Regulations, and the requirements established by the Office of Management and Budget (OMB) concerning Dunn and Bradstreet Universal Numbering System (DUNS), the Central Contractor Registration (CCR) database, and the Federal Funding Accountability and Transparency Act, including Appendix A to Part 25 of the Financial Assistance Use of Universal Identifier and Central Contractor Registration, 75 Fed. Reg. 55671 (Sept. 14, 2010)(to be at 2 CFR part 25) and Appendix A to Part 170 of Requirements for Federal Funding Accountability and Transparency Act Implementation, 75 Fed Reg. 55663 (Sept. 14, 2010) (to be codified at 2 CFR part 170). Generally, costs must be necessary, reasonable, and directly related to the Grant. In addition, they must be legal, proper, and consistent with the policies that govern the Grantee’s other expenditures. The Grant shall not be used for any prohibited activities or in violation of any limitations or standards governing Eligible Activities. If any Grant funds shall be determined to have been used for something other than an Eligible Cost, an equal amount from non-public funds shall become immediately due and payable to the DMD, provided, however, that the subrecipient shall, subject to its full cooperation with the DMD, be entitled to an opportunity to remedy, contest or appeal such determination.

1.07 “Grant” means the portion of C of C Funds to be distributed to the subrecipient in Section 2.1 below, for the purpose of financing the Project.

1.08 “Project” means the specific Eligible Activities to be assisted with the Grant, as described in Section 2.02 below.

1.09 “Project Completion Date” means the date the DMD shall have determined that the Project has reached completion in accordance with the plans and specifications approved by the DMD and is in compliance with this Agreement.

1.10 “Annual Progress Report” (APR) tracks program progress and accomplishments and must be submitted to the City within 45 days after the end of each operating year as shown in **Schedule II**. Failure to submit an APR may lead to a delay in reimbursements and in receiving future Grant funds.

ARTICLE II

ARTICLE II. TERMS OF GRANT AND SCOPE OF PROJECT

2.01 Agreement to Make Grant. On the basis of and in reliance upon the representations, warranties and covenants of the subrecipient in the Application, this Agreement and the other documents related hereto, and subject to compliance with and full satisfaction of each of the terms and conditions of this Agreement, the DMD agrees to make a grant of C of C Funds to the subrecipient in an amount not to exceed **Four Hundred Forty Four Thousand Two Hundred Forty One and 00/100 (\$444,241.00) Dollars.** (the “Grant”). The Grant shall be used to assist with the financing of the Eligible Costs incurred in completing the Project.

2.02 Description of Project. The Project shall, and the subrecipient certifies that the activities carried out with the C of C Funds shall, meet the objectives of the Act and the Regulations. A detailed description of the Project including, without limitation, the Eligible Activities and tasks to be performed for completing the Project, is attached hereto and incorporated herein as **Schedule I.**

2.03 Schedule for Completing Project. The schedule for completing the Project is as specified in 2.04 herein. The Project shall be timely completed in compliance with the schedule; provided, however, that if the Project is not completed by the specified deadline, the DMD may, in its sole discretion, extend the deadline by giving written notice of the extension to the subrecipient.

2.04 Budget for Project. A budget for the Eligible Costs to be incurred in completing the Project is attached hereto and incorporated herein as **Schedule II.**

2.05 Term of this Agreement. The term of the grant shall be **June 1, 2023 – May 31, 2024** with all final claims due within 30 days of the end of the term. Unless terminated earlier as provided in Article VI below, this Agreement shall remain in effect until the expiration of the latter of (a) the Use Restrictions, as specified in section 5.04 hereof; or (b) the period during which C of C Funds are provided for the Project, as specified herein.

2.06 Project Income. Program income earned during the project period shall be retained by the recipient in accordance with HUD regulations or the terms and conditions of the award and shall be used in one or more of the ways noted in accordance with 24 CFR 578.97

2.07 Reimbursements. When requesting a Reimbursement of Grant funds, the subrecipient shall comply with the applicable claims procedure set forth in the Indianapolis Continuum of Care Policies and Procedures. The subrecipient may not request a Reimbursement of funds until the funds are needed to pay Eligible Costs, and the Reimbursements will be made only in accordance with the benchmarks in Schedule II hereto. A program operating year must be established, as described in **Schedule I. General** – The Annual Performance Report (APR) must

be submitted to the City no later than that the 45 days following the end of each operating year. If not received, future draws will be suspended.

2.08 The DMD shall use reasonable efforts to process such Reimbursement requests within thirty (30) days from the receipt of the request, but the subrecipient acknowledges that such requests must proceed through several and various departments within the City. Subrecipient must submit claims at least quarterly in accordance with Federal Requirements. Each request for a Reimbursement will be processed upon compliance with all of the terms, conditions and covenants of this Agreement. Any Reimbursement shall be contingent on satisfactory work progress and sufficient quantity and quality of the work in accordance with the plans and specifications approved by the DMD. The DMD shall not be obligated to make Reimbursements unless the DMD is satisfied, in its reasonable discretion, that the conditions precedent to the making of such advances have been satisfied by the subrecipient. The subrecipient irrevocably authorizes the DMD, at DMD's option (without any obligation to do so), to make Reimbursements for work performed or materials furnished directly to any contractor of the subrecipient entitled to payment by check payable to such person to which a Reimbursement is to be made. No further direction or authorization from the subrecipient shall be necessary or required for such direct Reimbursements. Additional payment procedures are specified in the Indianapolis Continuum of Care Policies and Procedures and/or **Schedule III**.

ARTICLE III. CONDITIONS PRECEDENT

3.01 The DMD shall be under no obligation to make a Reimbursement of Grant funds to the subrecipient unless all of the conditions precedent specified below have been fulfilled and evidence shall have been delivered to the DMD of the satisfaction of such conditions precedent, which satisfaction shall be in the DMD's sole and absolute discretion:

- A. The funds are needed and will be used solely to pay Eligible Costs actually incurred or paid by the subrecipient in accordance with this Agreement;
- B. The representations and warranties of the subrecipient contained in or incorporated by reference in Article IV of this Agreement continue to be true, complete and accurate;
- C. The subrecipient has carried out all of its obligations and is in compliance with all the covenants specified in Article V of this Agreement, to the extent that such obligations or covenants are required to have been carried out or are applicable at the time of the request for the Reimbursement;
- D. The subrecipient has not committed or suffered an act, event, occurrence or circumstance, which constitutes an Event of Default as defined in section 6.2 or which with the passage of time or giving of notice or both would constitute an Event of Default under Article VI of this Agreement;

- E. The required Reports, including but not limited to DMD's Quarterly Report meeting (as defined below) and HUD's Annual Progress Report ("APR"), are complete and submitted by the 15th of the month following the end of each quarter and operating year;
- F. The Reimbursements previously made, if any, have been used solely to pay or reimburse Eligible Costs actually incurred or paid by the subrecipient in accordance with this Agreement; and
- G. Such additional conditions, if any, specified on **Schedule III** and/or in the Indianapolis Continuum of Care Policies have been satisfied.

ARTICLE IV. REPRESENTATIONS AND WARRANTIES OF THE SUBRECIPIENT

The subrecipient represents and warrants, as of the date hereof, that:

4.01 Authority. The subrecipient has the requisite power, right and legal authority to execute, deliver and perform its obligations under this Agreement and has taken all action necessary to authorize the execution, delivery, performance and observance of its obligations under this Agreement. This Agreement, when executed and delivered, will constitute the legal, valid and binding obligation of the subrecipient, enforceable against subrecipient in accordance with its terms.

4.02 Capacity and Capability. The subrecipient has the requisite capacity and capability to effectively administer and complete the Project.

4.03 No Conflict of Interest. No official, officer, agent, or employee of the subrecipient directly or indirectly owns or controls any interest in the subrecipient, and no person, directly or indirectly owning or controlling any interest in the subrecipient, is an official, officer, agent or employee of the DMD. The requirements of the Regulations together with the conflict of interest rules set forth in the Indianapolis Continuum of Care policies and procedures are satisfied and will continue to be satisfied during the term of this Agreement.

(a) For purposes of compliance with IC 36-1-21, Subrecipient certifies and warrants to City that Contractor, or a person who wholly or partially owns Contractor, is not a *relative*, as that term is defined by IC 36-1-21-3, of either the Mayor of Indianapolis, Indiana, or a member of the City-County Council of Indianapolis and Marion County, Indiana.

(b) The subrecipient agrees to abide by the provisions of 24 CFR 578.95 with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The subrecipient further covenants that in the performance of this Agreement no person having such a financial interest shall be employed or retained by the subrecipient hereunder. These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed

official of the DMD, or the subrecipient, or of any designated public agencies or Sub-recipients which are receiving funds under the Continuum of Care program.

Subrecipient certifies and warrants to City that neither it nor any of its officers, agents, employees, or subcontractors who will participate in the performance of any services required by this Agreement has or will have any conflict of interest, direct or indirect, with City.

For purposes of compliance with IC 36-1-21, subrecipient certifies and warrants to City that subrecipient, or a person who wholly or partially owns subrecipient, is not a *relative*, as that term is defined by IC 36-1-21-3, of either the Mayor of Indianapolis, Indiana, or a member of the City-County Council of Indianapolis and Marion County, Indiana.

4.04 Environmental Representations. All representations made by the subrecipient in connection with the environmental review remain true, and the subrecipient shall comply with the Indianapolis Continuum of Care Policies and Procedures regarding environmental matters. To the best of the subrecipient's knowledge, the Project does not involve real property the nature of which would constitute a brownfield or flood plain under applicable federal, state or local law; or, alternatively, if the Project or transactions contemplated herein do lie within a flood plain or constitute a brownfield, the subrecipient has disclosure such to the DMD and otherwise fully complied with applicable laws.

4.05 Religious Activity. Organizations that are religious or faith-based are eligible on the same basis as any other organization to participate in C of C program. Organizations that are directly funded under the C of C program may not engage in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the assistance funded under this part. If an organization conducts such activities, the activities must be offered separately, in time or location, from the assistance funded under this part, and participation must be voluntary for the beneficiaries of the assistance provided.

A RELIGIOUS ORGANIZATION THAT PARTICIPATES IN THE C OF C PROGRAM WILL RETAIN ITS INDEPENDENCE FROM FEDERAL, STATE, AND LOCAL GOVERNMENTS AND MAY CONTINUE TO CARRY OUT ITS MISSION, INCLUDING THE DEFINITION, PRACTICE, AND EXPRESSION OF ITS RELIGIOUS BELIEFS, PROVIDED THAT, IT DOES NOT USE DIRECT C OF C FUNDS TO SUPPORT ANY INHERENTLY RELIGIOUS ACTIVITIES, SUCH AS WORSHIP, RELIGIOUS INSTRUCTION, OR PROSELYTIZATION. AMONG OTHER THINGS, FAITH-BASED ORGANIZATIONS MAY USE SPACE IN THEIR FACILITIES WITHOUT REMOVING RELIGIOUS ART, ICONS, SCRIPTURES, OR OTHER RELIGIOUS SYMBOLS. IN ADDITION, A C OF C FUNDED RELIGIOUS ORGANIZATION RETAINS ITS AUTHORITY OVER ITS INTERNAL GOVERNANCE, AND IT MAY RETAIN RELIGIOUS TERMS IN ITS ORGANIZATION'S NAME, SELECT ITS BOARD MEMBERS ON A RELIGIOUS BASIS, AND INCLUDE RELIGIOUS REFERENCES IN ITS ORGANIZATION'S MISSION STATEMENTS AND OTHER GOVERNING DOCUMENTS.

4.06 Anti-Lobbying Certification. The subrecipient hereby certifies that no federal funds have been or will be spent on lobbying activities in connection with the Project. The subrecipient agrees to make disclosure as required by 2 CFR 200 if funds other than funds received under this agreement are spent or committed for lobbying activities.

4.07 Political Activity. The C of C Funds will not be used for political activities, and no personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the United States Code.

4.08 Grantor Recognition. The subrecipient shall insure recognition of the role of the DMD and the United States Department of Housing and Urban Development for activities carried out through this Agreement. All activities, facilities, and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the subrecipient shall include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

ARTICLE V. COVENANTS OF THE SUBRECIPIENT

The Subrecipient covenants and agrees that for so long as this Agreement is in effect:

5.01 Compliance with Laws. The Subrecipient acknowledges that the Grant is funded with C of C Funds, which subjects the Project to extensive federal regulation. Subrecipient will comply with, conform to, and obey (and take such steps as are necessary to enable the DMD to comply with, conform to, and obey) the Act, Regulations, and all other federal statutes, regulations, rules and policies applicable to the Project. The Subrecipient shall also comply with applicable state law and Indianapolis Continuum of Care Policies and Procedures. Failure to do so may be considered an Event of Default.

5.02 Supportive Services. The Subrecipient shall ensure that qualified service providers in the area make available appropriate supportive services as defined in Section 425 of the Act (42 U.S.C. 11385) to the individuals assisted with housing under the Project.

5.03 Homeless Assistance and Participation. The Subrecipient shall assist homeless individuals in obtaining (a) appropriate supportive services essential for achieving the greatest level of independent living possible, and (b) other federal, state, local, and private assistance available to such individuals, in accordance with 42 U.S.C. 11375(c)(3); and shall to the maximum extent possible involve homeless individuals and families through employment, volunteer services, or otherwise, in constructing, rehabilitating, maintaining, and operating the Project and in providing supportive services for the Project, in accordance with 42 U.S.C. §11375(c)(7) and 24 CFR 578.

5.04 Restrictions and Standards for Rental Assistance. To the extent the Project involves rental assistance activities, the Subrecipient shall ensure compliance with 24 CFR 578.77.

5.05 Other Federal Requirements. The Subrecipient shall adopt procedures to ensure that all persons who qualify for assistance under the Project know of the CoC program, and shall maintain evidence of implementation of such procedures. The Subrecipient shall complete the Project and carry out all activities associated therewith in full compliance with all federal laws

and regulations described in 24 CFR 578.

5.06 Uniform Administrative Requirements. The Subrecipient shall comply with the administrative requirements specified at 24 CFR Part 200.

5.07 Records and Reporting Requirements. The Subrecipient shall maintain all records required by the Federal Regulations specified in 24 CFR 578 that are pertinent to the activities to be funded under this Agreement. The Subrecipient shall keep and maintain in its offices for a minimum of five (5) years after the expiration of this Agreement complete and accurate books of account and financial records, supporting documents, statistical records and all other records pertinent to the Grant in which complete and accurate entries will be made of all dealings or transactions in relation to its business and affairs and its operation of the Project in accordance with generally accepted accounting principles consistently applied. The Subrecipient shall also maintain for the same period of time complete and accurate records and other documents relating to its receipt and reimbursement of the Grant and any other records and documents pertaining to the Project which the DMD or HUD may be required to maintain or report under the Act or under the Regulations, rules and policies now or hereafter enacted to implement the Act. The Subrecipient shall maintain current and accurate data on the race and ethnicity of individuals assisted by the Project. The Subrecipient shall ensure the confidentiality of the name of any individual assisted under the Project, and any other information regarding individuals receiving assistance under the Project.

In addition to the reporting requirements in 24 CFR 200, the recipient must collect and report data on its use of Continuum of Care funds in an Annual Performance Report (APR), as well as in any additional reports as and when required by HUD. Projects receiving grant funds only for acquisition, rehabilitation, or new construction must submit APRs for 15 years from the date of initial occupancy or the date of initial service provision, unless HUD provides an exception under Sec. 578.81(e).

The Subrecipient shall also comply with all the CED Grants Management Policies, including, without limitation, the attendance of quarterly meetings and the year-end report.

5.08 Inspection of Project and Audit. Any duly authorized representative of the DMD or HUD shall, at all reasonable times, have access to and the right to inspect, copy, audit and examine all books of accounting, financial records and other documents of the Subrecipient relating to the Project for a period of five (5) years after the expiration of this Agreement. HUD grantees and subgrantees are responsible for obtaining audits in accordance with the Single Audit Act of 1964 (31 U.S.C. 7501) and federal agency implementing regulations. The Subrecipient will cooperate fully with the DMD and HUD in connection with any interim or final audit relating to the Grant or the Project which may be performed. Such audits shall be conducted in conformity with 24 CFR Part 200 Subpart F.

5.09 Property Standards. Subrecipients must abide by the uniform standards governing management and disposition of property and equipment acquired with City and/or federal funds as set forth in the Indianapolis Continuum of Care Policies and Procedures wherein acquisition of property and equipment using C of C funds is set forth as disallowed.

5.10 EEO/AA Statement. During the performance of this Agreement, Subrecipient agrees as

follows:

- A. The Subrecipient and its subcontractors shall not discriminate against any employee or applicant for employment to be employed in the performance of this Agreement, with respect to her or his hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of her or his race, sex, sexual orientation, gender identity, religion, color, national origin, ancestry, age, disability, or United States military service veteran status. Breach of this section shall be regarded as a material breach of this Agreement. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- B. The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, sexual orientation, gender identity, religion, national origin, ancestry, age, disability, or United States military service veteran status.
- C. The Subrecipient will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the Subrecipient's commitments under Section 202 of the Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The Subrecipient will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- E. The Subrecipient will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- F. In the event of the Subrecipient's noncompliance with the nondiscrimination clauses of this Agreement or with any of such rules, regulations, or orders, this Agreement may be cancelled, terminated or suspended in whole or in part and the Subrecipient may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- G. The Subrecipient will include the provisions of Paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of the Executive Order No. 11246 of Sept. 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Subrecipient will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including

sanctions for noncompliance: Provided, however, That in the event the Subrecipient becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Subrecipient may request the United States to enter into such litigation to protect the interests of the United States.

5.11 Sexual Harassment Clause

- A. Subrecipient and subcontractors shall establish and maintain a written sexual harassment policy and shall inform its employees of the policy.
- B. The Subrecipient and each subcontractor shall furnish all necessary employment documents and records to and permit access to its books, records, and accounts to the Department of Metropolitan Development for purposes of investigation to ascertain compliance with the provisions of this Nondiscrimination/ Sexual Harassment Clause. If the Subrecipient or any subcontractor does not possess documents or records reflecting the necessary information requested, it shall furnish such information on reporting forms supplied by the Department of Metropolitan Development.
- C. The Subrecipient shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that such provisions will be binding upon each subcontractor.
- D. The Department of Metropolitan Development may cancel or terminate the Contract and all money due or to become due under the Contract may be forfeited for a violation of the terms and conditions of this Sexual Harassment clause.

5.12 Drug Free Workplace Policy/Applicable Laws. The Subrecipient agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. This includes the Federal Civil Rights Act of 1964 and, if applicable, the Drug-Free Workplace Act of 1988. The enactment of any state or federal statute or the promulgation of regulations thereunder after execution of this Agreement shall be reviewed by the City and the subrecipient to determine whether the provisions of the Agreement require formal modification.

5.13 Debarment and Suspension

- A. Subrecipient certifies, by entering into this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from or ineligible for participation in any Federal assistance program by any Federal department or agency, or by any department, agency or political subdivision of the State of Indiana. The term "principal" for purposes of this Agreement means an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Subrecipient.
- B. Subrecipient shall not subcontract with any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in any Federal assistance program

by any Federal department or agency, or by any department, agency or political subdivision of the State of Indiana.

- C. Subrecipient shall provide immediate written notice to City if, at any time after entering into this Agreement, Subrecipient learns that its certifications were erroneous when submitted, or Subrecipient is debarred, suspended, proposed for debarment, declared ineligible, has been included on a list or received notice of intent to include on a list created pursuant to IC 5-22-16.5, voluntarily excluded from or becomes ineligible for participation in any Federal assistance program. Any such event shall be cause for termination of this Agreement as provided herein.
- D. The Subrecipient certifies, by entering into this Agreement, that it does not engage in investment activities in Iran as more particularly described in IC 5-22-16.5.

5.14 Confidentiality

- A. The obligations of this section shall survive the termination of this Agreement and shall be applicable to the full extent permissible under statutes governing access to public records. Subrecipient understands that the information provided to it or obtained from City during the performance of its services is confidential and may not, without prior written consent of City, be disclosed to a person not in City's employ except to employees or agents of Subrecipient who have a need to know in order to provide the services. Further, Subrecipient's work product generated during the performance of this Agreement is confidential to City. The failure to comply in all material respects with this section shall be considered a material breach of this Agreement. Confidential information shall not include information, that:
 - (i) was known by Subrecipient at the time it was received;
 - (ii) is, as of the time of its disclosure or thereafter becomes, part of the public domain through a source other than Subrecipient;
 - (iii) is made known to Subrecipient by a third person who does not impose any obligation of confidence on Subrecipient with respect to such information;
 - (iv) is required to be disclosed pursuant to governmental authority, law, regulation, duly authorized subpoena or court order whereupon Subrecipient shall provide notice to City prior to such disclosure; or
 - (v) information that is independently developed by Subrecipient without references to the confidential information.
- B. Subrecipient shall not, under any circumstances, release information provided to it by, or on behalf of, City that is required to be kept confidential by City pursuant to Indiana law except as contemplated by this 5.16 (A)(iv), above.
- C. Subrecipient acknowledges that City will not treat this Agreement as confidential information and will post the Agreement on the City website as required by Section 141-105 of the Revised Code of the Consolidated City of Indianapolis and Marion County. Use by the public of any document or the information contained therein, shall not be considered an act of City.

5.15 Subcontracting.

- A. **Approval required.** The parties agree that subrecipient shall not subcontract, assign or delegate any portion of this Agreement or the services to be performed hereunder without prior written approval of City. In the event that City approves of any such subcontracting, assignment or delegation, subrecipient shall remain solely responsible for managing, directing and paying the person or persons to whom such responsibilities or obligations are sublet, assigned or delegated. City shall have no obligation whatsoever toward such persons. Subrecipient shall take sole responsibility for the quality and quantity of any services rendered by such persons. Any consent given in accordance with this provision shall not be construed to relieve subrecipient of any responsibility for performing under this Agreement.

5.16 Minority, women and veteran's participation. To the extent subrecipient uses subcontractors or other agents in the performance of services under this Agreement, subrecipient shall either:

- (i) Use, at a minimum, fifteen percent (15%) Minority Business Enterprises, eight percent (8%) Women's Business Enterprises, three percent (3%) Veteran's Business Enterprises, and one percent (1%) Disability Owned Business Enterprises in the performance of services under this Agreement; or
- (ii) Demonstrate a good faith effort to achieve such percentages, in compliance with the policies and to the satisfaction of Indianapolis's Department of Minority & Women Business Development.

Violation of this Subsection shall constitute a breach of this Agreement.

ARTICLE VI. EVENTS OF DEFAULT REMEDIES

6.01 Performance Monitoring. DMD will monitor the performance of the Subrecipient against goals, benchmarks, and performance standards required herein as contained in **Schedule I** hereto. Substandard performance as determined by DMD will constitute non-compliance with this Agreement.

6.02 Events of Default. Each of the following shall constitute an "Event of Default" for purposes of this Agreement:

- (a) The failure of the Subrecipient to comply with the Use Restrictions as specified in section 5.04.
 - (b) The failure of the Grant to be used solely for Eligible Costs incurred to complete the Project.
- A. The material inaccuracy of any representation or warranty made by Subrecipient to the DMD or HUD in the Application, this Agreement, or otherwise.
- B. The Subrecipient's failure to properly perform any other material provision or covenant contained in this Agreement, including failure to meet timelines, benchmarks, failure to

be present at Quarterly Report meetings, or any failure to meet other EI requirements and such failure shall remain un-remedied for a period of thirty (30) days after written notice thereof to Subrecipient from the DMD, including the failure of the Subrecipient to timely complete the Project in accordance with Section 2.04. During the 30-day cure period, the DMD may withhold all or any portion of Disbursements.

6.03 Remedies; Termination. Upon the occurrence of an Event of Default, the DMD, at its option and without notice, may terminate or suspend any obligation to make any further Reimbursement and may declare the Grant immediately due and payable, whereupon the same shall become and be immediately due and payable by the Subrecipient (jointly and severally if more than one), without presentation, demand, protest, notice of protest, or other notice of dishonor of any kind, all of which are expressly waived by the Subrecipient, and without relief from valuation and appraisal laws. The DMD may exercise any remedies specified in 2 CFR 200, may declare the Subrecipient ineligible for any further participation in grant programs administered by the DMD, and may institute any action, suit, or other proceeding in law, in equity or otherwise, which it shall deem necessary or proper for the protection of its interests. Upon termination, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, equipment, reports or other materials prepared by the Subrecipient under this Agreement shall, at the option of DMD, become the property of DMD.

6.04 Termination for Convenience. Notwithstanding any other portion of this agreement, in accordance with 2 CFR 200, Grants may be terminated in whole or in part as follows:

- A. by the DMD, with the consent of the Subrecipient, in which case the parties shall agree on the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated; or
- B. by the Subrecipient upon written notice to the DMD, setting forth the reasons for such termination, the effective date and, in the case of a partial termination, the portion to be terminated. If, in the case of a partial termination, the DMD determines that the remaining portion of the Grant will not accomplish the purposes for which the Grant was made, the DMD may terminate the Grant in its entirety.

ARTICLE VII. MISCELLANEOUS

7.01 Expenses Incurred Upon Event of Default. The Subrecipient shall reimburse the DMD for all reasonable expenses and costs of collection and enforcement, including reasonable attorneys' fees, incurred by the DMD as a result of one or more Events of Default by the Subrecipient. The Subrecipient shall also reimburse the DMD for all reasonable expenses and costs incurred in connection with the making of the Grant, including reasonable attorneys' fees.

7.02 No Assignment or Succession. Except as otherwise provided by this Agreement, neither this Agreement, nor any interest of the Subrecipient in, under or to this Agreement, or the Project, may be assigned or transferred by the Subrecipient without the prior written consent of

the DMD, which consent shall not be unreasonably withheld or delayed.

7.03 Amendments. No modification or amendment of any provision of this Agreement shall be effective unless made in writing and signed by all parties.

7.04 Disclaimer of Relationship. Nothing contained in this Agreement, nor any act of the DMD or of the Subrecipient, or of any other person, shall in and by itself be deemed or construed by any person to create any relationship of third party beneficiary, employer/employee, principal and agent, limited or general partnership, or of joint venture. The Subrecipient shall at all times remain an “independent contractor” with respect to performance under the Agreement. The Subrecipient is responsible for and shall pay all amounts and benefits owing to or for the account of its employees, if any, including, without limitation, unemployment compensation, FICA, retirement, life and/or medical insurance and worker’s compensation insurance.

7.05 Survival of Covenants, Etc. All representations, warranties, covenants and agreements made by the Subrecipient in connection with this Agreement and all certificates delivered by the Subrecipient shall survive the expiration of this Agreement and the completion of the Project; provided, further, that no third party shall be entitled to rely upon any representations, warranties, covenants, agreements or certificates.

7.06 Notices. Any and all notices or other communications required or permitted under this Agreement or the Attachments hereto shall be in writing and shall be sufficiently given when delivered in person to, or sent by certified or registered mail, postage prepaid, (provided that if mailed, any applicable time period shall commence upon receipt by addressee; provided further that if addressee refuses delivery, then notice shall be deemed to have been given three (3) days after mailing of such notice) addressed as follows:

If to DMD:

Department of Metropolitan Development
of the City of Indianapolis, Indiana
200 East Washington Street, Suite 2042
Indianapolis, Indiana 46204
Attention: Continuum of Care Grants Manager

If to the Subrecipient:

The Health & Hospital Corporation of Marion County d/b/a Sandra Eskenazi
Mental Health Center
3838 North Rural Street
Indianapolis, IN 46205-2930

or to such other address or person as shall be designated from time to time by notice.

7.07 Grant Closeout. At the expiration of the contract a letter will be sent to the subrecipient to closeout out the grant. The information included will recap the award amount and the balance left on the grant. After the grant is closed no other claims will be accepted.

7.08 Governing Law. Except to the extent preempted by the Act or other applicable federal law, the laws of the State of Indiana shall govern all aspects of this Agreement, including execution, interpretation, performance and enforcement.

7.09 No Waiver. Neither failure nor delay on the part of the DMD in exercising any right under this Agreement shall operate as a waiver of such right, nor shall any single or partial exercise of any such right preclude any further exercise thereof or the exercise of any other right. No waiver of any provision of this Agreement or consent to any departure by the Subrecipient there from shall be effective unless the same shall be in writing, signed on behalf of the DMD by a duly authorized officer thereof, and the same shall be effective only in the specific instance for which it is given. No notice to or demand on the Subrecipient in any case shall entitle the Subrecipient to any other or further notices or demands in similar or other circumstances, or constitute a waiver of any of the DMD's right to take other or further action in any circumstances without notice or demand.

7.10 Remedies Cumulative. All powers and remedies given by this Agreement shall be cumulative and in addition to those otherwise provided by law.

7.11 Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original for all purposes.

7.12 Binding of All Successors and Assigns. All the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective successors, assigns and legal representatives.

7.13 Further Assurances. The Subrecipient shall, at its expense, upon request of the DMD, duly execute and deliver, or cause or be executed and delivered, such further instruments and perform or cause to be performed such further acts as may be reasonably necessary or proper in the reasonable opinion of the DMD to carry out the provisions and purposes of this Agreement, the Project or the Act.

7.14 Severability. The invalidity, illegality or unenforceability of any one or more of the provisions of this Agreement shall not affect the validity, legality or enforceability of the remaining provisions hereof or thereof.

7.15 Headings. The headings of the Articles, sections and paragraphs used in this Agreement are for convenience only and shall not be read or construed to affect the meaning or construction of any provision.

7.16 Entire Agreement. This Agreement embodies the entire agreement and understanding between the DMD and the Subrecipient and supersedes all prior verbal and written agreements by, between and among the parties.

7.17 Effective Date. This Agreement shall be effective **June 1, 2023.**

7.18 Documentation and Reporting. The Subrecipient shall submit to the DMD such documentation as the DMD may reasonably request, including but not limited to invoices for work completed and for materials purchased. All documentation and reporting shall be in compliance with CED Policies.

7.19 No Third Party Beneficiary. No contractor, subcontractor, mechanic, material man, laborer, vendor or other person dealing with the Subrecipient shall be, nor shall any of them be deemed to be, third party beneficiaries of this Agreement, but each such person shall be deemed to have agreed: (a) that they shall look to the Subrecipient, as its sole source of recovery if not paid, and (b) except as otherwise agreed to by the DMD and any such person in writing, they may not enter any claim or bring any such action against the DMD under any circumstances. Except as provided by law, or as otherwise agreed to in writing between the DMD and such person, each such person shall be deemed to have waived in writing all right to seek redress from the DMD under any circumstances whatsoever.

7.20 Agreements Between Subrecipient and Third-Parties. If the Subrecipient provides C of C Funds to third parties, such as contractors or developers, the Subrecipient shall enter into a written agreement with such third party(ies) that meets the requirements of 24 CFR 578 and CED Policies.

7.21 Hold Harmless and Indemnification. Subrecipient agrees to indemnify, defend, and hold harmless the City of Indianapolis and its officers, agents, officials and employees for any and all third party claims, actions, causes of action, judgments and liens to the extent they arise out of any negligent or wrongful act or omission by Subrecipient or any of its officers, agents, employees or subcontractors, regardless of whether or not it is caused in part by the negligence of a party indemnified hereunder. Such indemnity shall include attorney's fees and all costs and other expenses arising there from or incurred in connection therewith and shall not be limited by reason of the enumeration of any insurance coverage required herein. The City shall not provide such indemnification to the Subrecipient, provided, however, that the Subrecipient shall be relieved of its indemnification obligation to the extent any injury, damage, death or loss is attributable to the acts or omission of the City.

7.22 Insurance and Bonding. The Subrecipient shall maintain adequate workers' compensation insurance for its employees involved in the Project. The Subrecipient shall maintain, and shall insure that any subcontractor or other third-party retained by Subrecipient in connection with the Project maintains, adequate property damage, automobile, public liability, and/or professional liability insurance coverage as is reasonable under the circumstances given the scope of the Project. The Subrecipient shall also comply with all bonding and insurance requirements of the Indianapolis Continuum of Care Policies and Procedures and 2 CFR Part 200. The DMD may designate the initial insurance requirements and coverage on **Schedule III**, and the DMD may, in its sole discretion, require the Subrecipient to furnish different or additional insurance during the term of this Agreement. Certificates of insurance, naming the City of Indianapolis as an "additional insured" and showing the coverage that is in force shall be

filed with the DMD prior to the commencement of work on the Project. These certificates shall provide that coverage under the policies will not expire or be cancelled until at least sixty (60) days prior written notice has been given to DMD. In the alternative, the Subrecipient shall present evidence to the DMD of adequate self-insurance.

7.23 Compliance with E-Verify Program. Compliance With E-Verify Program. By executing this Agreement, the Subrecipient affirms under the penalties of perjury that the Subrecipient does not knowingly employ an unauthorized alien. The subrecipient further agree that:

- A The Subrecipient shall enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify program as defined in IC 22-5-1.7-3. The Subrecipient is not required to participate should the E-Verify program cease to exist. Additionally, the Subrecipient is not required to participate if the Subrecipient is self-employed and does not employ any employees.
- B The Subrecipient shall not knowingly employ or contract with an unauthorized alien. The Subrecipient shall not retain an employee or contract with a person that the Subrecipient subsequently learns is an unauthorized alien.
- C The Subrecipient shall require its subcontractors, who perform work under this Contract, to certify to the Subrecipient that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. The Subrecipient agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.

If Subrecipient is in violation of IC 22-5-1.7, and fails to cure the breach within 30 days after being notified by the City, such circumstance may constitute a material breach of this Agreement and the City may terminate this Agreement as provided by this statute.

SCHEDULES

All of the Schedules listed below and attached hereto are incorporated herein and made a part of this Agreement:

Schedule I: Description of Project

Schedule II: Budget of Eligible Costs for Project

Schedule III: Additional Terms

SCHEDULE I

Description of Project:

- A. **Term** The term of the grant shall be **June 1, 2023 – May 31, 2024**: with all final claims due within 30 days after contract expiration date.
- B. **Project Activities:** To provide rental assistance, operating expenses, support services and leasing of structures as awarded by the HUD C of C competition. HMIS shall be provided to the Lead Agency (as designated by the Continuum of Care Community). These are permanent supportive housing activities for those who meet the HUD definition of “homeless” and “disabled” and may involve special populations. All projects must comply with the program as submitted originally to HUD in the competition under which it was awarded.

The Health & Hospital Corporation of Marion County d/b/a Sandra Eskenazi Mental Health Center will provide **Rental Assistance to 50 households**. The Project is eligible under 24 CFR 578.

Persons to be served 50 Households (HH)	With Children	Without Children	Only Children
	10 HH	40 HH	0

Performance Standard for Street Outreach These measures are taken directly from the City of Indianapolis Continuum of Care written standards.	Target # of persons expected to accomplish this measure	Target % of persons expected to accomplish this measure
Number of persons exiting to permanent, temporary or institutional destinations	n/a	n/a
Number of persons linked to services for unmet needs	n/a	n/a
Number of persons becoming actively engaged in services	n/a	n/a

Performance Measure: Rapid Rehousing These measures are taken directly from the City of Indianapolis Continuum of Care written standards.	Target # of persons expected to accomplish this measure	Target % of persons expected to accomplish this measure
1. Number of persons exiting to permanent housing or maintaining permanent housing in 40 days * standard is 95%	n/a	n/a

2. Number of adults who increase cash income from all sources.	n/a	n/a
3. Number of adults who increase earned income * standard is at least 30%	n/a	n/a
4. Number of clients who remain stably housed in RRH or exit to permanent housing destinations * 85% is the standard	n/a	n/a

Performance Measure: Emergency Shelter – These measures are taken directly from the City of Indianapolis Continuum of Care written standards.	Target # of persons expected to accomplish this measure	Target % of persons expected to accomplish this measure
Number of persons exiting to permanent housing *45% is the standard	n/a	n/a
Number of persons who have exited that return to homeless * no more than 20% is the standard	n/a	n/a
Number of persons who exit within 45 days of entry	n/a	n/a

Performance Measure: Prevention– These measures are taken directly from the City of Indianapolis Continuum of Care written standards.	Target # of persons expected to accomplish this measure	Target % of persons expected to accomplish this measure
Number of persons exiting to permanent housing or maintaining permanent housing	n/a	n/a
Number of adults who increase cash income from all sources	n/a	n/a
Number of adults who increase earned income	n/a	n/a

Performance Measure: PSH These measures are taken directly from the City of Indianapolis Continuum of Care written standards.	Target # of persons expected to accomplish this measure	Target % of persons expected to accomplish this measure
Number of persons who remain stably housed or exit to other PH destinations	48 HH	95%
Number of adults who will have mainstream (non cash) benefits	50 HH	100%
Number of adults who will have income from sources other than employment	20 HH	40%
Number of adult participants who will have income from employment	5 HH	10%

C. **Records and Data**

Subrecipient must maintain client files that include data demonstrating eligibility. Such data shall include, but not be limited to, the following: (Documents to be maintained i.e. client name, address, race, age, gender, whether or not the client is a female head of household and/or disabled, verification of income, and a description of services provided.).

SCHEDULE II

Budget

A. Budget:

The DMD may require a more detailed budget than the initial budget in this Schedule, and may require supplemental information during the course of the Project. The Subrecipient shall provide any supplemental budget information in a timely manner and in the form prescribed by the DMD. All such amendments to the budget shall be in writing, signed by the parties, and deemed to be an amendment of this Agreement. If indirect costs are included in the budget, the Subrecipient shall submit an indirect cost allocation plan (in a form prescribed by the DMD) for determining the Subrecipient's appropriate share of such costs, and said plan shall be subject to DMD approval.

B. Budget Allocations:

<u>FUNDING</u>	Term shall be: (Final claims are due within 30 days of the end of the term) 06/01/2023 – 05/31/2024
<u>LEASING</u>	\$0.00
<u>RENTAL ASSISTANCE</u>	\$431,400.00
<u>SUPPORT SERVICES</u>	\$0.00
<u>OPERATIONS</u>	\$0.00
<u>HMIS</u>	\$0.00
<u>ADMINISTRATIVE (CITY RETAINS-NOT INCLUDED IN TOTAL)</u>	\$12,841.00
<u>ADMINISTRATIVE (SUBRECIPIENT)</u>	\$12,841.00
TOTAL Funding	\$444,241.00

SCHEDULE III

ADDITIONAL TERMS

A. Insurance and Bonding

As referenced at Article VII, Section 7.22, this Schedule contains the insurance requirements necessary to enter into an agreement with the City of Indianapolis to carry out specified activities and receive payment for those activities. Unless liability is limited by statute, in which case coverage or self-insurance reserves in that amount shall be carried, coverage in the amounts stated herein will apply.

- ◆ The Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage.
- ◆ The Subrecipient shall comply with the bonding and insurance requirements set forth in 2 CFR Part 200.
- ◆ Public liability and property damage insurance is required in the amounts necessary to cover all costs and expenditures associated with the project.
- ◆ The Subrecipient shall provide statutory Worker's Compensation coverage for all its employees involved in the performance of this Agreement.
- ◆ If the Subrecipient will be transporting individuals or construction materials, Comprehensive Auto Liability insurance is required.
- ◆ In all cases involving asbestos removal and/or abatement, the Subrecipient shall carry insurance to cover public liability and property damage for asbestos removal and/or abatement.
- ◆ An Errors and Omissions Professional Liability Policy must be carried by any architect or engineer performing services under this Agreement.

In all cases, the City of Indianapolis must be listed as additional insured and the Certificates of Insurance must be submitted to DMD prior to contract execution.

B. Indianapolis Continuum of Care Policies and Procedures Manual

As referenced at 1.02, the Indianapolis Continuum of Care Policies and Procedures Manual for use in 2022 will be provided electronically.

The parties have, through their duly authorized representatives, entered into this Agreement. The parties, having read and understood the foregoing terms of this Agreement, do by their respective electronic signatures dated below agree to the terms thereof.

CONTRACTOR

By:

Date:

Printed:

Title:

Company:

By:

Date:

Printed:

Title:

Agency/Department:

By:

Date:

Printed:

Title:

Agency/Department:

By:

Date:

Printed:

Title:

Agency/Department:

AGREEMENT TO DISTRIBUTE
CONTINUUM OF CARE FUNDS
CFDA# 14.267
Housing and Urban Development
HUD Grant Agreement Date: June 16, 2023
Project Number: 13FG-N034000023

2023 Grant »

THIS AGREEMENT TO DISTRIBUTE **CONTINUUM OF CARE** PROGRAM FUNDS (the "Agreement") is effective **June 1, 2023 – May 31, 2024** between **The Health & Hospital Corporation of Marion County d/b/a Sandra Eskenazi Mental Health Center (UEI: K2E1CFMQNJ78)**, as a municipal corporation and political subdivision ("Subrecipient") and the Consolidated City of Indianapolis ("City") acting by and through its Department of Metropolitan Development ("DMD") for Continuum of Care Program Assistance project number **13FG-N034000023** and HUD grant number **IN0200L5H032206**.

RECITALS

1. The Continuum of Care Program assistance, which is the subject of this Grant Agreement, is governed by Title IV of the McKinney-Vento Homeless Assistance Act, 42 U.S.C. 11301 et. seq. (the "Act") and the Continuum of Care Program regulation, 24 CFR 578, (the Regulations).
2. This Agreement will be governed by the Act and the HUD Continuum of Care Program final rule codified at 24 CFR 578 ("the Rule") and the Notice of Funding Availability (NOFA) that was published in two parts. The first part is the General Section of the NOFA, which is published annually at FR 33323. The second part is the Continuum of Care Homeless Assistance Programs section of the NOFA.
3. Pursuant to the Act, the DMD has received Continuum of Care funds ("C of C Funds") from the United States Department of Housing and Urban Development ("HUD").
4. The DMD has approved subrecipient's application (the "Application") to use a portion of the C of C Funds to accomplish purposes consistent with the Act and the Regulations, as described herein (the "Project").
5. The DMD is willing to make a grant of C of C Funds (the "Grant") to the subrecipient for the intended uses and purposes of the Project, subject to compliance with and satisfaction of the terms and conditions set forth or incorporated by reference in this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual obligations, covenants and promises of the parties herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the subrecipient and the DMD hereby agree as follows:

ARTICLE I. DEFINITIONS AND INCORPORATIONS

1.01 All of the provisions of 24 CFR 578, including definitions, are incorporated herein by reference. A copy of 24 CFR 578 is available on the Internet at: hudexchange.info

1.02 All of the applicable provisions of the DMD's Community Economic Development Grants Management Policies ("Continuum of Care Policies and Procedures"), including definitions, are incorporated herein by reference. A copy of the Continuum of Care Policies is provided electronically to all subrecipients.

1.03 "Homeless Person" as described in 42 U.S.C. § 11302: (a) In general
(a) For purposes of this chapter, the terms "homeless", "homeless individual", and "homeless person" means--

(1) an individual or family who lacks a fixed, regular, and adequate nighttime residence;

(2) an individual or family with a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train station, airport, or camping ground;

(3) an individual or family living in a supervised publicly or privately operated shelter designated to provide temporary living arrangements (including hotels and motels paid for by Federal, State, or local government programs for low-income individuals or by charitable organizations, congregate shelters, and transitional housing);

(4) an individual who resided in a shelter or place not meant for human habitation and who is exiting an institution where he or she temporarily resided;

(5) an individual or family who--

(A) will imminently lose their housing, including housing they own, rent, or live in without paying rent, are sharing with others, and rooms in hotels or motels not paid for by Federal, State, or local government programs for low-income individuals or by charitable organizations, as evidenced by--

(i) a court order resulting from an eviction action that notifies the individual or family that they must leave within 14 days;

(ii) the individual or family having a primary nighttime residence that is a room in a hotel or motel and where they lack the resources necessary to reside there for more than 14 days; or

(iii) credible evidence indicating that the owner or renter of the housing will not allow the individual or family to stay for more than 14 days, and any oral statement from an individual or family seeking homeless assistance that is found to be credible shall be considered credible evidence for purposes of this clause;

(B) has no subsequent residence identified; and

(C) lacks the resources or support networks needed to obtain other permanent housing; and

(6) unaccompanied youth and homeless families with children and youth defined as homeless under other Federal statutes who--

(A) have experienced a long term period without living independently in permanent housing,

(B) have experienced persistent instability as measured by frequent moves over such period, and

(C) can be expected to continue in such status for an extended period of time because of chronic disabilities, chronic physical health or mental health conditions, substance addiction, histories of domestic violence or childhood abuse, the presence of a child or youth with a disability, or multiple barriers to employment.

(b) Domestic violence and other dangerous or life-threatening conditions

Notwithstanding any other provision of this section, the Secretary shall consider to be homeless any individual or family who is fleeing, or is attempting to flee, domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening conditions in the individual's or family's current housing situation, including where the health and safety of children are jeopardized, and who have no other residence and lack the resources or support networks to obtain other permanent housing.

(c) Income eligibility

(1) In general

A homeless individual shall be eligible for assistance under any program provided by this chapter, only if the individual complies with the income eligibility requirements otherwise applicable to such program.

(2) Exception

Notwithstanding paragraph (1), a homeless individual shall be eligible for assistance under title I of the Workforce Investment Act of 1998 [29 U.S.C.A. § 2801 et seq.].

(d) Exclusion

For purposes of this chapter, the term “homeless” or “homeless individual” does not include any individual imprisoned or otherwise detained pursuant to an Act of the Congress or a State law.

(e) Persons experiencing homelessness

Any references in this chapter to homeless individuals (including homeless persons) or homeless groups (including homeless persons) shall be considered to include, and to refer to, individuals experiencing homelessness or groups experiencing homelessness, respectively.

1.04 “Reimbursement” means any periodic distribution by DMD of Grant proceeds to the subrecipient to pay Eligible Costs incurred and paid for by the subrecipient.

1.05 “Eligible Activities” means those activities meeting the purposes of the Act, as enumerated at 24 CFR 578.71.

1.06 “Eligible Costs” means the costs identified in the budget attached hereto and incorporated herein as **Schedule II** and more specifically described in those documents required to be submitted for each Reimbursement, and incurred for completion of the Project; provided, however, that all such costs must be in compliance with the terms of the Act, the Regulations, and the requirements established by the Office of Management and Budget (OMB) concerning Dunn and Bradstreet Universal Numbering System (DUNS), the Central Contractor Registration (CCR) database, and the Federal Funding Accountability and Transparency Act, including Appendix A to Part 25 of the Financial Assistance Use of Universal Identifier and Central Contractor Registration, 75 Fed. Reg. 55671 (Sept. 14, 2010)(to be at 2 CFR part 25) and Appendix A to Part 170 of Requirements for Federal Funding Accountability and Transparency Act Implementation, 75 Fed Reg. 55663 (Sept. 14, 2010) (to be codified at 2 CFR part 170). Generally, costs must be necessary, reasonable, and directly related to the Grant. In addition, they must be legal, proper, and consistent with the policies that govern the Grantee’s other expenditures. The Grant shall not be used for any prohibited activities or in violation of any limitations or standards governing Eligible Activities. If any Grant funds shall be determined to have been used for something other than an Eligible Cost, an equal amount from non-public funds shall become immediately due and payable to the DMD, provided, however, that the subrecipient shall, subject to its full cooperation with the DMD, be entitled to an opportunity to remedy, contest or appeal such determination.

1.07 “Grant” means the portion of C of C Funds to be distributed to the subrecipient in Section 2.1 below, for the purpose of financing the Project.

1.08 “Project” means the specific Eligible Activities to be assisted with the Grant, as described in Section 2.02 below.

1.09 “Project Completion Date” means the date the DMD shall have determined that the Project has reached completion in accordance with the plans and specifications approved by the DMD and is in compliance with this Agreement.

1.10 “Annual Progress Report” (APR) tracks program progress and accomplishments and must be submitted to the City within 45 days after the end of each operating year as shown in **Schedule II**. Failure to submit an APR may lead to a delay in reimbursements and in receiving future Grant funds.

ARTICLE II

ARTICLE II. TERMS OF GRANT AND SCOPE OF PROJECT

2.01 Agreement to Make Grant. On the basis of and in reliance upon the representations, warranties and covenants of the subrecipient in the Application, this Agreement and the other documents related hereto, and subject to compliance with and full satisfaction of each of the terms and conditions of this Agreement, the DMD agrees to make a grant of C of C Funds to the subrecipient in an amount not to exceed **Three Hundred Three Thousand Two Hundred Twenty Nine and 00/100 (\$303, 229.00)**. (the “Grant”). The Grant shall be used to assist with the financing of the Eligible Costs incurred in completing the Project.

2.02 Description of Project. The Project shall, and the subrecipient certifies that the activities carried out with the C of C Funds shall, meet the objectives of the Act and the Regulations. A detailed description of the Project including, without limitation, the Eligible Activities and tasks to be performed for completing the Project, is attached hereto and incorporated herein as **Schedule I**.

2.03 Schedule for Completing Project. The schedule for completing the Project is as specified in 2.04 herein. The Project shall be timely completed in compliance with the schedule; provided, however, that if the Project is not completed by the specified deadline, the DMD may, in its sole discretion, extend the deadline by giving written notice of the extension to the subrecipient.

2.04 Budget for Project. A budget for the Eligible Costs to be incurred in completing the Project is attached hereto and incorporated herein as **Schedule II**.

2.05 Term of this Agreement. The term of the grant shall be **June 1, 2023 – May 31, 2024** with all final claims due within 30 days of the end of the term. Unless terminated earlier as provided in Article VI below, this Agreement shall remain in effect until the expiration of the latter of (a) the Use Restrictions, as specified in section 5.04 hereof; or (b) the period during which C of C Funds are provided for the Project, as specified herein.

2.06 Project Income. Program income earned during the project period shall be retained by the recipient in accordance with HUD regulations or the terms and conditions of the award and shall be used in one or more of the ways noted in accordance with 24 CFR 578.97

2.07 Reimbursements. When requesting a Reimbursement of Grant funds, the subrecipient shall comply with the applicable claims procedure set forth in the Indianapolis Continuum of Care Policies and Procedures. The subrecipient may not request a Reimbursement of funds until the funds are needed to pay Eligible Costs, and the Reimbursements will be made only in accordance with the benchmarks in Schedule II hereto. A program operating year must be established, as described in **Schedule I. General** – The Annual Performance Report (APR) must

be submitted to the City no later than that the 45 days following the end of each operating year. If not received, future draws will be suspended.

2.08 The DMD shall use reasonable efforts to process such Reimbursement requests within thirty (30) days from the receipt of the request, but the subrecipient acknowledges that such requests must proceed through several and various departments within the City. Subrecipient must submit claims at least quarterly in accordance with Federal Requirements. Each request for a Reimbursement will be processed upon compliance with all of the terms, conditions and covenants of this Agreement. Any Reimbursement shall be contingent on satisfactory work progress and sufficient quantity and quality of the work in accordance with the plans and specifications approved by the DMD. The DMD shall not be obligated to make Reimbursements unless the DMD is satisfied, in its reasonable discretion, that the conditions precedent to the making of such advances have been satisfied by the subrecipient. The subrecipient irrevocably authorizes the DMD, at DMD's option (without any obligation to do so), to make Reimbursements for work performed or materials furnished directly to any contractor of the subrecipient entitled to payment by check payable to such person to which a Reimbursement is to be made. No further direction or authorization from the subrecipient shall be necessary or required for such direct Reimbursements. Additional payment procedures are specified in the Indianapolis Continuum of Care Policies and Procedures and/or **Schedule III**.

ARTICLE III. CONDITIONS PRECEDENT

3.01 The DMD shall be under no obligation to make a Reimbursement of Grant funds to the subrecipient unless all of the conditions precedent specified below have been fulfilled and evidence shall have been delivered to the DMD of the satisfaction of such conditions precedent, which satisfaction shall be in the DMD's sole and absolute discretion:

- A. The funds are needed and will be used solely to pay Eligible Costs actually incurred or paid by the subrecipient in accordance with this Agreement;
- B. The representations and warranties of the subrecipient contained in or incorporated by reference in Article IV of this Agreement continue to be true, complete and accurate;
- C. The subrecipient has carried out all of its obligations and is in compliance with all the covenants specified in Article V of this Agreement, to the extent that such obligations or covenants are required to have been carried out or are applicable at the time of the request for the Reimbursement;
- D. The subrecipient has not committed or suffered an act, event, occurrence or circumstance, which constitutes an Event of Default as defined in section 6.2 or which with the passage of time or giving of notice or both would constitute an Event of Default under Article VI of this Agreement;

- E. The required Reports, including but not limited to DMD's Quarterly Report meeting (as defined below) and HUD's Annual Progress Report ("APR"), are complete and submitted by the 15th of the month following the end of each quarter and operating year;
- F. The Reimbursements previously made, if any, have been used solely to pay or reimburse Eligible Costs actually incurred or paid by the subrecipient in accordance with this Agreement; and
- G. Such additional conditions, if any, specified on **Schedule III** and/or in the Indianapolis Continuum of Care Policies have been satisfied.

ARTICLE IV. REPRESENTATIONS AND WARRANTIES OF THE SUBRECIPIENT

The subrecipient represents and warrants, as of the date hereof, that:

4.01 Authority. The subrecipient has the requisite power, right and legal authority to execute, deliver and perform its obligations under this Agreement and has taken all action necessary to authorize the execution, delivery, performance and observance of its obligations under this Agreement. This Agreement, when executed and delivered, will constitute the legal, valid and binding obligation of the subrecipient, enforceable against subrecipient in accordance with its terms.

4.02 Capacity and Capability. The subrecipient has the requisite capacity and capability to effectively administer and complete the Project.

4.03 No Conflict of Interest. No official, officer, agent, or employee of the subrecipient directly or indirectly owns or controls any interest in the subrecipient, and no person, directly or indirectly owning or controlling any interest in the subrecipient, is an official, officer, agent or employee of the DMD. The requirements of the Regulations together with the conflict of interest rules set forth in the Indianapolis Continuum of Care policies and procedures are satisfied and will continue to be satisfied during the term of this Agreement.

(a) For purposes of compliance with IC 36-1-21, Subrecipient certifies and warrants to City that Contractor, or a person who wholly or partially owns Contractor, is not a *relative*, as that term is defined by IC 36-1-21-3, of either the Mayor of Indianapolis, Indiana, or a member of the City-County Council of Indianapolis and Marion County, Indiana.

(b) The subrecipient agrees to abide by the provisions of 24 CFR 578.95 with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The subrecipient further covenants that in the performance of this Agreement no person having such a financial interest shall be employed or retained by the subrecipient hereunder. These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed

official of the DMD, or the subrecipient, or of any designated public agencies or Sub-recipients which are receiving funds under the Continuum of Care program.

Subrecipient certifies and warrants to City that neither it nor any of its officers, agents, employees, or subcontractors who will participate in the performance of any services required by this Agreement has or will have any conflict of interest, direct or indirect, with City.

For purposes of compliance with IC 36-1-21, subrecipient certifies and warrants to City that subrecipient, or a person who wholly or partially owns subrecipient, is not a *relative*, as that term is defined by IC 36-1-21-3, of either the Mayor of Indianapolis, Indiana, or a member of the City-County Council of Indianapolis and Marion County, Indiana.

4.04 Environmental Representations. All representations made by the subrecipient in connection with the environmental review remain true, and the subrecipient shall comply with the Indianapolis Continuum of Care Policies and Procedures regarding environmental matters. To the best of the subrecipient's knowledge, the Project does not involve real property the nature of which would constitute a brownfield or flood plain under applicable federal, state or local law; or, alternatively, if the Project or transactions contemplated herein do lie within a flood plain or constitute a brownfield, the subrecipient has disclosure such to the DMD and otherwise fully complied with applicable laws.

4.05 Religious Activity. Organizations that are religious or faith-based are eligible on the same basis as any other organization to participate in C of C program. Organizations that are directly funded under the C of C program may not engage in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the assistance funded under this part. If an organization conducts such activities, the activities must be offered separately, in time or location, from the assistance funded under this part, and participation must be voluntary for the beneficiaries of the assistance provided.

A RELIGIOUS ORGANIZATION THAT PARTICIPATES IN THE C OF C PROGRAM WILL RETAIN ITS INDEPENDENCE FROM FEDERAL, STATE, AND LOCAL GOVERNMENTS AND MAY CONTINUE TO CARRY OUT ITS MISSION, INCLUDING THE DEFINITION, PRACTICE, AND EXPRESSION OF ITS RELIGIOUS BELIEFS, PROVIDED THAT, IT DOES NOT USE DIRECT C OF C FUNDS TO SUPPORT ANY INHERENTLY RELIGIOUS ACTIVITIES, SUCH AS WORSHIP, RELIGIOUS INSTRUCTION, OR PROSELYTIZATION. AMONG OTHER THINGS, FAITH-BASED ORGANIZATIONS MAY USE SPACE IN THEIR FACILITIES WITHOUT REMOVING RELIGIOUS ART, ICONS, SCRIPTURES, OR OTHER RELIGIOUS SYMBOLS. IN ADDITION, A C OF C FUNDED RELIGIOUS ORGANIZATION RETAINS ITS AUTHORITY OVER ITS INTERNAL GOVERNANCE, AND IT MAY RETAIN RELIGIOUS TERMS IN ITS ORGANIZATION'S NAME, SELECT ITS BOARD MEMBERS ON A RELIGIOUS BASIS, AND INCLUDE RELIGIOUS REFERENCES IN ITS ORGANIZATION'S MISSION STATEMENTS AND OTHER GOVERNING DOCUMENTS.

4.06 Anti-Lobbying Certification. The subrecipient hereby certifies that no federal funds have been or will be spent on lobbying activities in connection with the Project. The subrecipient agrees to make disclosure as required by 2 CFR 200 if funds other than funds received under this agreement are spent or committed for lobbying activities.

4.07 Political Activity. The C of C Funds will not be used for political activities, and no personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the United States Code.

4.08 Grantor Recognition. The subrecipient shall insure recognition of the role of the DMD and the United States Department of Housing and Urban Development for activities carried out through this Agreement. All activities, facilities, and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the subrecipient shall include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

ARTICLE V. COVENANTS OF THE SUBRECIPIENT

The Subrecipient covenants and agrees that for so long as this Agreement is in effect:

5.01 Compliance with Laws. The Subrecipient acknowledges that the Grant is funded with C of C Funds, which subjects the Project to extensive federal regulation. Subrecipient will comply with, conform to, and obey (and take such steps as are necessary to enable the DMD to comply with, conform to, and obey) the Act, Regulations, and all other federal statutes, regulations, rules and policies applicable to the Project. The Subrecipient shall also comply with applicable state law and Indianapolis Continuum of Care Policies and Procedures. Failure to do so may be considered an Event of Default.

5.02 Supportive Services. The Subrecipient shall ensure that qualified service providers in the area make available appropriate supportive services as defined in Section 425 of the Act (42 U.S.C. 11385) to the individuals assisted with housing under the Project.

5.03 Homeless Assistance and Participation. The Subrecipient shall assist homeless individuals in obtaining (a) appropriate supportive services essential for achieving the greatest level of independent living possible, and (b) other federal, state, local, and private assistance available to such individuals, in accordance with 42 U.S.C. 11375(c)(3); and shall to the maximum extent possible involve homeless individuals and families through employment, volunteer services, or otherwise, in constructing, rehabilitating, maintaining, and operating the Project and in providing supportive services for the Project, in accordance with 42 U.S.C. §11375(c)(7) and 24 CFR 578.

5.04 Restrictions and Standards for Rental Assistance. To the extent the Project involves rental assistance activities, the Subrecipient shall ensure compliance with 24 CFR 578.77.

5.05 Other Federal Requirements. The Subrecipient shall adopt procedures to ensure that all persons who qualify for assistance under the Project know of the CoC program, and shall maintain evidence of implementation of such procedures. The Subrecipient shall complete the Project and carry out all activities associated therewith in full compliance with all federal laws

and regulations described in 24 CFR 578.

5.06 Uniform Administrative Requirements. The Subrecipient shall comply with the administrative requirements specified at 24 CFR Part 200.

5.07 Records and Reporting Requirements. The Subrecipient shall maintain all records required by the Federal Regulations specified in 24 CFR 578 that are pertinent to the activities to be funded under this Agreement. The Subrecipient shall keep and maintain in its offices for a minimum of five (5) years after the expiration of this Agreement complete and accurate books of account and financial records, supporting documents, statistical records and all other records pertinent to the Grant in which complete and accurate entries will be made of all dealings or transactions in relation to its business and affairs and its operation of the Project in accordance with generally accepted accounting principles consistently applied. The Subrecipient shall also maintain for the same period of time complete and accurate records and other documents relating to its receipt and reimbursement of the Grant and any other records and documents pertaining to the Project which the DMD or HUD may be required to maintain or report under the Act or under the Regulations, rules and policies now or hereafter enacted to implement the Act. The Subrecipient shall maintain current and accurate data on the race and ethnicity of individuals assisted by the Project. The Subrecipient shall ensure the confidentiality of the name of any individual assisted under the Project, and any other information regarding individuals receiving assistance under the Project.

In addition to the reporting requirements in 24 CFR 200, the recipient must collect and report data on its use of Continuum of Care funds in an Annual Performance Report (APR), as well as in any additional reports as and when required by HUD. Projects receiving grant funds only for acquisition, rehabilitation, or new construction must submit APRs for 15 years from the date of initial occupancy or the date of initial service provision, unless HUD provides an exception under Sec. 578.81(e).

The Subrecipient shall also comply with all the CED Grants Management Policies, including, without limitation, the attendance of quarterly meetings and the year-end report.

5.08 Inspection of Project and Audit. Any duly authorized representative of the DMD or HUD shall, at all reasonable times, have access to and the right to inspect, copy, audit and examine all books of accounting, financial records and other documents of the Subrecipient relating to the Project for a period of five (5) years after the expiration of this Agreement. HUD grantees and subgrantees are responsible for obtaining audits in accordance with the Single Audit Act of 1964 (31 U.S.C. 7501) and federal agency implementing regulations. The Subrecipient will cooperate fully with the DMD and HUD in connection with any interim or final audit relating to the Grant or the Project which may be performed. Such audits shall be conducted in conformity with 24 CFR Part 200 Subpart F.

5.09 Property Standards. Subrecipients must abide by the uniform standards governing management and disposition of property and equipment acquired with City and/or federal funds as set forth in the Indianapolis Continuum of Care Policies and Procedures wherein acquisition of property and equipment using C of C funds is set forth as disallowed.

5.10 EEO/AA Statement. During the performance of this Agreement, Subrecipient agrees as

follows:

- A. The Subrecipient and its subcontractors shall not discriminate against any employee or applicant for employment to be employed in the performance of this Agreement, with respect to her or his hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of her or his race, sex, sexual orientation, gender identity, religion, color, national origin, ancestry, age, disability, or United States military service veteran status. Breach of this section shall be regarded as a material breach of this Agreement. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- B. The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, sexual orientation, gender identity, religion, national origin, ancestry, age, disability, or United States military service veteran status.
- C. The Subrecipient will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the Subrecipient's commitments under Section 202 of the Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The Subrecipient will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- E. The Subrecipient will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- F. In the event of the Subrecipient's noncompliance with the nondiscrimination clauses of this Agreement or with any of such rules, regulations, or orders, this Agreement may be cancelled, terminated or suspended in whole or in part and the Subrecipient may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- G. The Subrecipient will include the provisions of Paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of the Executive Order No. 11246 of Sept. 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Subrecipient will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including

sanctions for noncompliance: Provided, however, That in the event the Subrecipient becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Subrecipient may request the United States to enter into such litigation to protect the interests of the United States.

5.11 Sexual Harassment Clause

- A. Subrecipient and subcontractors shall establish and maintain a written sexual harassment policy and shall inform its employees of the policy.
- B. The Subrecipient and each subcontractor shall furnish all necessary employment documents and records to and permit access to its books, records, and accounts to the Department of Metropolitan Development for purposes of investigation to ascertain compliance with the provisions of this Nondiscrimination/ Sexual Harassment Clause. If the Subrecipient or any subcontractor does not possess documents or records reflecting the necessary information requested, it shall furnish such information on reporting forms supplied by the Department of Metropolitan Development.
- C. The Subrecipient shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that such provisions will be binding upon each subcontractor.
- D. The Department of Metropolitan Development may cancel or terminate the Contract and all money due or to become due under the Contract may be forfeited for a violation of the terms and conditions of this Sexual Harassment clause.

5.12 Drug Free Workplace Policy/Applicable Laws. The Subrecipient agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. This includes the Federal Civil Rights Act of 1964 and, if applicable, the Drug-Free Workplace Act of 1988. The enactment of any state or federal statute or the promulgation of regulations thereunder after execution of this Agreement shall be reviewed by the City and the subrecipient to determine whether the provisions of the Agreement require formal modification.

5.13 Debarment and Suspension

- A. Subrecipient certifies, by entering into this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from or ineligible for participation in any Federal assistance program by any Federal department or agency, or by any department, agency or political subdivision of the State of Indiana. The term “principal” for purposes of this Agreement means an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Subrecipient.
- B. Subrecipient shall not subcontract with any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in any Federal assistance program

by any Federal department or agency, or by any department, agency or political subdivision of the State of Indiana.

- C. Subrecipient shall provide immediate written notice to City if, at any time after entering into this Agreement, Subrecipient learns that its certifications were erroneous when submitted, or Subrecipient is debarred, suspended, proposed for debarment, declared ineligible, has been included on a list or received notice of intent to include on a list created pursuant to IC 5-22-16.5, voluntarily excluded from or becomes ineligible for participation in any Federal assistance program. Any such event shall be cause for termination of this Agreement as provided herein.
- D. The Subrecipient certifies, by entering into this Agreement, that it does not engage in investment activities in Iran as more particularly described in IC 5-22-16.5.

5.14 Confidentiality

- A. The obligations of this section shall survive the termination of this Agreement and shall be applicable to the full extent permissible under statutes governing access to public records. Subrecipient understands that the information provided to it or obtained from City during the performance of its services is confidential and may not, without prior written consent of City, be disclosed to a person not in City's employ except to employees or agents of Subrecipient who have a need to know in order to provide the services. Further, Subrecipient's work product generated during the performance of this Agreement is confidential to City. The failure to comply in all material respects with this section shall be considered a material breach of this Agreement. Confidential information shall not include information, that:
 - (i) was known by Subrecipient at the time it was received;
 - (ii) is, as of the time of its disclosure or thereafter becomes, part of the public domain through a source other than Subrecipient;
 - (iii) is made known to Subrecipient by a third person who does not impose any obligation of confidence on Subrecipient with respect to such information;
 - (iv) is required to be disclosed pursuant to governmental authority, law, regulation, duly authorized subpoena or court order whereupon Subrecipient shall provide notice to City prior to such disclosure; or
 - (v) information that is independently developed by Subrecipient without references to the confidential information.
- B. Subrecipient shall not, under any circumstances, release information provided to it by, or on behalf of, City that is required to be kept confidential by City pursuant to Indiana law except as contemplated by this 5.16 (A)(iv), above.
- C. Subrecipient acknowledges that City will not treat this Agreement as confidential information and will post the Agreement on the City website as required by Section 141-105 of the Revised Code of the Consolidated City of Indianapolis and Marion County. Use by the public of any document or the information contained therein, shall not be considered an act of City.

5.15 Subcontracting.

- A. **Approval required.** The parties agree that subrecipient shall not subcontract, assign or delegate any portion of this Agreement or the services to be performed hereunder without prior written approval of City. In the event that City approves of any such subcontracting, assignment or delegation, subrecipient shall remain solely responsible for managing, directing and paying the person or persons to whom such responsibilities or obligations are sublet, assigned or delegated. City shall have no obligation whatsoever toward such persons. Subrecipient shall take sole responsibility for the quality and quantity of any services rendered by such persons. Any consent given in accordance with this provision shall not be construed to relieve subrecipient of any responsibility for performing under this Agreement.

5.16 Minority, women and veteran's participation. To the extent subrecipient uses subcontractors or other agents in the performance of services under this Agreement, subrecipient shall either:

- (i) Use, at a minimum, fifteen percent (15%) Minority Business Enterprises, eight percent (8%) Women's Business Enterprises, three percent (3%) Veteran's Business Enterprises, and one percent (1%) Disability Owned Business Enterprises in the performance of services under this Agreement; or
- (ii) Demonstrate a good faith effort to achieve such percentages, in compliance with the policies and to the satisfaction of Indianapolis's Department of Minority & Women Business Development.

Violation of this Subsection shall constitute a breach of this Agreement.

ARTICLE VI. EVENTS OF DEFAULT REMEDIES

6.01 Performance Monitoring. DMD will monitor the performance of the Subrecipient against goals, benchmarks, and performance standards required herein as contained in **Schedule I** hereto. Substandard performance as determined by DMD will constitute non-compliance with this Agreement.

6.02 Events of Default. Each of the following shall constitute an "Event of Default" for purposes of this Agreement:

- (a) The failure of the Subrecipient to comply with the Use Restrictions as specified in section 5.04.
 - (b) The failure of the Grant to be used solely for Eligible Costs incurred to complete the Project.
- A. The material inaccuracy of any representation or warranty made by Subrecipient to the DMD or HUD in the Application, this Agreement, or otherwise.
 - B. The Subrecipient's failure to properly perform any other material provision or covenant contained in this Agreement, including failure to meet timelines, benchmarks, failure to

be present at Quarterly Report meetings, or any failure to meet other EI requirements and such failure shall remain un-remedied for a period of thirty (30) days after written notice thereof to Subrecipient from the DMD, including the failure of the Subrecipient to timely complete the Project in accordance with Section 2.04. During the 30-day cure period, the DMD may withhold all or any portion of Disbursements.

6.03 Remedies; Termination. Upon the occurrence of an Event of Default, the DMD, at its option and without notice, may terminate or suspend any obligation to make any further Reimbursement and may declare the Grant immediately due and payable, whereupon the same shall become and be immediately due and payable by the Subrecipient (jointly and severally if more than one), without presentation, demand, protest, notice of protest, or other notice of dishonor of any kind, all of which are expressly waived by the Subrecipient, and without relief from valuation and appraisal laws. The DMD may exercise any remedies specified in 2 CFR 200, may declare the Subrecipient ineligible for any further participation in grant programs administered by the DMD, and may institute any action, suit, or other proceeding in law, in equity or otherwise, which it shall deem necessary or proper for the protection of its interests. Upon termination, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, equipment, reports or other materials prepared by the Subrecipient under this Agreement shall, at the option of DMD, become the property of DMD.

6.04 Termination for Convenience. Notwithstanding any other portion of this agreement, in accordance with 2 CFR 200, Grants may be terminated in whole or in part as follows:

- A. by the DMD, with the consent of the Subrecipient, in which case the parties shall agree on the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated; or
- B. by the Subrecipient upon written notice to the DMD, setting forth the reasons for such termination, the effective date and, in the case of a partial termination, the portion to be terminated. If, in the case of a partial termination, the DMD determines that the remaining portion of the Grant will not accomplish the purposes for which the Grant was made, the DMD may terminate the Grant in its entirety.

ARTICLE VII. MISCELLANEOUS

7.01 Expenses Incurred Upon Event of Default. The Subrecipient shall reimburse the DMD for all reasonable expenses and costs of collection and enforcement, including reasonable attorneys' fees, incurred by the DMD as a result of one or more Events of Default by the Subrecipient. The Subrecipient shall also reimburse the DMD for all reasonable expenses and costs incurred in connection with the making of the Grant, including reasonable attorneys' fees.

7.02 No Assignment or Succession. Except as otherwise provided by this Agreement, neither this Agreement, nor any interest of the Subrecipient in, under or to this Agreement, or the Project, may be assigned or transferred by the Subrecipient without the prior written consent of

the DMD, which consent shall not be unreasonably withheld or delayed.

7.03 Amendments. No modification or amendment of any provision of this Agreement shall be effective unless made in writing and signed by all parties.

7.04 Disclaimer of Relationship. Nothing contained in this Agreement, nor any act of the DMD or of the Subrecipient, or of any other person, shall in and by itself be deemed or construed by any person to create any relationship of third party beneficiary, employer/employee, principal and agent, limited or general partnership, or of joint venture. The Subrecipient shall at all times remain an “independent contractor” with respect to performance under the Agreement. The Subrecipient is responsible for and shall pay all amounts and benefits owing to or for the account of its employees, if any, including, without limitation, unemployment compensation, FICA, retirement, life and/or medical insurance and worker’s compensation insurance.

7.05 Survival of Covenants, Etc. All representations, warranties, covenants and agreements made by the Subrecipient in connection with this Agreement and all certificates delivered by the Subrecipient shall survive the expiration of this Agreement and the completion of the Project; provided, further, that no third party shall be entitled to rely upon any representations, warranties, covenants, agreements or certificates.

7.06 Notices. Any and all notices or other communications required or permitted under this Agreement or the Attachments hereto shall be in writing and shall be sufficiently given when delivered in person to, or sent by certified or registered mail, postage prepaid, (provided that if mailed, any applicable time period shall commence upon receipt by addressee; provided further that if addressee refuses delivery, then notice shall be deemed to have been given three (3) days after mailing of such notice) addressed as follows:

If to DMD:

Department of Metropolitan Development
of the City of Indianapolis, Indiana
200 East Washington Street, Suite 2042
Indianapolis, Indiana 46204
Attention: Continuum of Care Grants Manager

If to the Subrecipient:

The Health & Hospital Corporation of Marion County d/b/a Sandra Eskenazi
Mental Health Center
3838 North Rural Street
Indianapolis, IN 46205-2930

or to such other address or person as shall be designated from time to time by notice.

7.07 Grant Closeout. At the expiration of the contract a letter will be sent to the subrecipient to closeout out the grant. The information included will recap the award amount and the balance left on the grant. After the grant is closed no other claims will be accepted.

7.08 Governing Law. Except to the extent preempted by the Act or other applicable federal law, the laws of the State of Indiana shall govern all aspects of this Agreement, including execution, interpretation, performance and enforcement.

7.09 No Waiver. Neither failure nor delay on the part of the DMD in exercising any right under this Agreement shall operate as a waiver of such right, nor shall any single or partial exercise of any such right preclude any further exercise thereof or the exercise of any other right. No waiver of any provision of this Agreement or consent to any departure by the Subrecipient there from shall be effective unless the same shall be in writing, signed on behalf of the DMD by a duly authorized officer thereof, and the same shall be effective only in the specific instance for which it is given. No notice to or demand on the Subrecipient in any case shall entitle the Subrecipient to any other or further notices or demands in similar or other circumstances, or constitute a waiver of any of the DMD's right to take other or further action in any circumstances without notice or demand.

7.10 Remedies Cumulative. All powers and remedies given by this Agreement shall be cumulative and in addition to those otherwise provided by law.

7.11 Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original for all purposes.

7.12 Binding of All Successors and Assigns. All the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective successors, assigns and legal representatives.

7.13 Further Assurances. The Subrecipient shall, at its expense, upon request of the DMD, duly execute and deliver, or cause or be executed and delivered, such further instruments and perform or cause to be performed such further acts as may be reasonably necessary or proper in the reasonable opinion of the DMD to carry out the provisions and purposes of this Agreement, the Project or the Act.

7.14 Severability. The invalidity, illegality or unenforceability of any one or more of the provisions of this Agreement shall not affect the validity, legality or enforceability of the remaining provisions hereof or thereof.

7.15 Headings. The headings of the Articles, sections and paragraphs used in this Agreement are for convenience only and shall not be read or construed to affect the meaning or construction of any provision.

7.16 Entire Agreement. This Agreement embodies the entire agreement and understanding between the DMD and the Subrecipient and supersedes all prior verbal and written agreements by, between and among the parties.

7.17 Effective Date. This Agreement shall be effective **June 1, 2023.**

7.18 Documentation and Reporting. The Subrecipient shall submit to the DMD such documentation as the DMD may reasonably request, including but not limited to invoices for work completed and for materials purchased. All documentation and reporting shall be in compliance with CED Policies.

7.19 No Third Party Beneficiary. No contractor, subcontractor, mechanic, material man, laborer, vendor or other person dealing with the Subrecipient shall be, nor shall any of them be deemed to be, third party beneficiaries of this Agreement, but each such person shall be deemed to have agreed: (a) that they shall look to the Subrecipient, as its sole source of recovery if not paid, and (b) except as otherwise agreed to by the DMD and any such person in writing, they may not enter any claim or bring any such action against the DMD under any circumstances. Except as provided by law, or as otherwise agreed to in writing between the DMD and such person, each such person shall be deemed to have waived in writing all right to seek redress from the DMD under any circumstances whatsoever.

7.20 Agreements Between Subrecipient and Third-Parties. If the Subrecipient provides C of C Funds to third parties, such as contractors or developers, the Subrecipient shall enter into a written agreement with such third party(ies) that meets the requirements of 24 CFR 578 and CED Policies.

7.21 Hold Harmless and Indemnification. Subrecipient agrees to indemnify, defend, and hold harmless the City of Indianapolis and its officers, agents, officials and employees for any and all third party claims, actions, causes of action, judgments and liens to the extent they arise out of any negligent or wrongful act or omission by Subrecipient or any of its officers, agents, employees or subcontractors, regardless of whether or not it is caused in part by the negligence of a party indemnified hereunder. Such indemnity shall include attorney's fees and all costs and other expenses arising there from or incurred in connection therewith and shall not be limited by reason of the enumeration of any insurance coverage required herein. The City shall not provide such indemnification to the Subrecipient, provided, however, that the Subrecipient shall be relieved of its indemnification obligation to the extent any injury, damage, death or loss is attributable to the acts or omission of the City.

7.22 Insurance and Bonding. The Subrecipient shall maintain adequate workers' compensation insurance for its employees involved in the Project. The Subrecipient shall maintain, and shall insure that any subcontractor or other third-party retained by Subrecipient in connection with the Project maintains, adequate property damage, automobile, public liability, and/or professional liability insurance coverage as is reasonable under the circumstances given the scope of the Project. The Subrecipient shall also comply with all bonding and insurance requirements of the Indianapolis Continuum of Care Policies and Procedures and 2 CFR Part 200. The DMD may designate the initial insurance requirements and coverage on **Schedule III**, and the DMD may, in its sole discretion, require the Subrecipient to furnish different or additional insurance during the term of this Agreement. Certificates of insurance, naming the City of Indianapolis as an "additional insured" and showing the coverage that is in force shall be

filed with the DMD prior to the commencement of work on the Project. These certificates shall provide that coverage under the policies will not expire or be cancelled until at least sixty (60) days prior written notice has been given to DMD. In the alternative, the Subrecipient shall present evidence to the DMD of adequate self-insurance.

7.23 Compliance with E-Verify Program. Compliance With E-Verify Program. By executing this Agreement, the Subrecipient affirms under the penalties of perjury that the Subrecipeint does not knowingly employ an unauthorized alien. The subrecipient further agree that:

- A The Subrecipient shall enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify program as defined in IC 22-5-1.7-3. The Subrecipient is not required to participate should the E-Verify program cease to exist. Additionally, the Subrecipeint is not required to participate if the Subrecipient is self-employed and does not employ any employees.
- B The Subrecipient shall not knowingly employ or contract with an unauthorized alien. The Subrecipient shall not retain an employee or contract with a person that the Subrecipient subsequently learns is an unauthorized alien.
- C The Subrecipient shall require its subcontractors, who perform work under this Contract, to certify to the Subrecipient that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. The Subrecipient agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.

If Subrecipient is in violation of IC 22-5-1.7, and fails to cure the breach within 30 days after being notified by the City, such circumstance may constitute a material breach of this Agreement and the City may terminate this Agreement as provided by this statute.

SCHEDULES

All of the Schedules listed below and attached hereto are incorporated herein and made a part of this Agreement:

Schedule I: Description of Project

Schedule II: Budget of Eligible Costs for Project

Schedule III: Additional Terms

SCHEDULE I

Description of Project:

- A. **Term** The term of the grant shall be **June 1, 2023 – May 31, 2024**: with all final claims due within 30 days after contract expiration date.
- B. **Project Activities:** To provide rental assistance, operating expenses, support services and leasing of structures as awarded by the HUD C of C competition. HMIS shall be provided to the Lead Agency (as designated by the Continuum of Care Community). These are permanent supportive housing activities for those who meet the HUD definition of “homeless” and “disabled” and may involve special populations. All projects must comply with the program as submitted originally to HUD in the competition under which it was awarded.

The Health & Hospital Corporation of Marion County d/b/a Sandra Eskenazi Mental Health Center will provide **Rental Assistance to 32 households**. The Project is eligible under 24 CFR 578.

Persons to be served 32 Households (HH)	With Children	Without Children	Only Children
	0 HH	32 HH	0

Performance Standard for Street Outreach These measures are taken directly from the City of Indianapolis Continuum of Care written standards.	Target # of persons expected to accomplish this measure	Target % of persons expected to accomplish this measure
Number of persons exiting to permanent, temporary or institutional destinations	n/a	n/a
Number of persons linked to services for unmet needs	n/a	n/a
Number of persons becoming actively engaged in services	n/a	n/a

Performance Measure: Rapid Rehousing These measures are taken directly from the City of Indianapolis Continuum of Care written standards.	Target # of persons expected to accomplish this measure	Target % of persons expected to accomplish this measure
1. Number of persons exiting to permanent housing or maintaining permanent housing in 40 days * standard is 95%	n/a	n/a

2. Number of adults who increase cash income from all sources.	n/a	n/a
3. Number of adults who increase earned income * standard is at least 30%	n/a	n/a
4. Number of clients who remain stably housed in RRH or exit to permanent housing destinations * 85% is the standard	n/a	n/a

Performance Measure: Emergency Shelter – These measures are taken directly from the City of Indianapolis Continuum of Care written standards.	Target # of persons expected to accomplish this measure	Target % of persons expected to accomplish this measure
Number of persons exiting to permanent housing *45% is the standard	n/a	n/a
Number of persons who have exited that return to homeless * no more than 20% is the standard	n/a	n/a
Number of persons who exit within 45 days of entry	n/a	n/a

Performance Measure: Prevention– These measures are taken directly from the City of Indianapolis Continuum of Care written standards.	Target # of persons expected to accomplish this measure	Target % of persons expected to accomplish this measure
Number of persons exiting to permanent housing or maintaining permanent housing	n/a	n/a
Number of adults who increase cash income from all sources	n/a	n/a
Number of adults who increase earned income	n/a	n/a

Performance Measure: PSH These measures are taken directly from the City of Indianapolis Continuum of Care written standards.	Target # of persons expected to accomplish this measure	Target % of persons expected to accomplish this measure
Number of persons who remain stably housed or exit to other PH destinations	30 HH	95%
Number of adults who will have mainstream (non cash) benefits	32 HH	100%
Number of adults who will have income from sources other than employment	11 HH	34%
Number of adult participants who will have income from employment	2 HH	5%

C. **Records and Data**

Subrecipient must maintain client files that include data demonstrating eligibility. Such data shall include, but not be limited to, the following: (Documents to be maintained i.e. client name, address, race, age, gender, whether or not the client is a female head of household and/or disabled, verification of income, and a description of services provided.).

SCHEDULE II

Budget

A. Budget:

The DMD may require a more detailed budget than the initial budget in this Schedule, and may require supplemental information during the course of the Project. The Subrecipient shall provide any supplemental budget information in a timely manner and in the form prescribed by the DMD. All such amendments to the budget shall be in writing, signed by the parties, and deemed to be an amendment of this Agreement. If indirect costs are included in the budget, the Subrecipient shall submit an indirect cost allocation plan (in a form prescribed by the DMD) for determining the Subrecipient's appropriate share of such costs, and said plan shall be subject to DMD approval.

B. Budget Allocations:

<u>FUNDING</u>	Term shall be: (Final claims are due within 30 days of the end of the term) 06/01/2023 – 05/31/2024
<u>LEASING</u>	\$0.00
<u>RENTAL ASSISTANCE</u>	\$300,288.00
<u>SUPPORT SERVICES</u>	\$0.00
<u>OPERATIONS</u>	\$0.00
<u>HMIS</u>	\$0.00
<u>ADMINISTRATIVE (CITY RETAINS-NOT INCLUDED IN TOTAL)</u>	\$2,941.00
<u>ADMINISTRATIVE (SUBRECIPIENT)</u>	\$2,941.00
TOTAL Funding	\$303,229.00

SCHEDULE III

ADDITIONAL TERMS

A. Insurance and Bonding

As referenced at Article VII, Section 7.22, this Schedule contains the insurance requirements necessary to enter into an agreement with the City of Indianapolis to carry out specified activities and receive payment for those activities. Unless liability is limited by statute, in which case coverage or self-insurance reserves in that amount shall be carried, coverage in the amounts stated herein will apply.

- ◆ The Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage.
- ◆ The Subrecipient shall comply with the bonding and insurance requirements set forth in 2 CFR Part 200.
- ◆ Public liability and property damage insurance is required in the amounts necessary to cover all costs and expenditures associated with the project.
- ◆ The Subrecipient shall provide statutory Worker's Compensation coverage for all its employees involved in the performance of this Agreement.
- ◆ If the Subrecipient will be transporting individuals or construction materials, Comprehensive Auto Liability insurance is required.
- ◆ In all cases involving asbestos removal and/or abatement, the Subrecipient shall carry insurance to cover public liability and property damage for asbestos removal and/or abatement.
- ◆ An Errors and Omissions Professional Liability Policy must be carried by any architect or engineer performing services under this Agreement.

In all cases, the City of Indianapolis must be listed as additional insured and the Certificates of Insurance must be submitted to DMD prior to contract execution.

B. Indianapolis Continuum of Care Policies and Procedures Manual

As referenced at 1.02, the Indianapolis Continuum of Care Policies and Procedures Manual for use in 2023 will be provided electronically.

The parties have, through their duly authorized representatives, entered into this Agreement. The parties, having read and understood the foregoing terms of this Agreement, do by their respective electronic signatures dated below agree to the terms thereof.

CONTRACTOR

By:

Date:

Printed:

Title:

Company:

By:

Date:

Printed:

Title:

Agency/Department:

By:

Date:

Printed:

Title:

Agency/Department:

By:

Date:

Printed:

Title:

Agency/Department:

PROFESSIONAL SERVICES CONTRACT

Contract #0000000000000000000074192

This Contract ("this Contract" or "Contract"), entered into by and between the Indiana Department of Child Services (the "State" or "DCS") and Health and Hospital Corporation of Marion County (the "Contractor" or "CMHC"), is executed pursuant to the terms and conditions set forth herein.

In consideration of those mutual undertakings and covenants, the parties agree as follows:

1. Duties of Contractor.

- A. Purpose & Background: The purpose of this Contract is for Contractor to provide behavioral health services and other family and child welfare services as referred by DCS and probation including, but not limited to, Medicaid Rehabilitation Option ("MRO") and Medicaid Clinic Option ("clinic option" or "MCO") services (the "Scope of the Contract"). Referrals for such services will be made according to the needs of children and families involved with DCS, whether by an informal adjustment ("IA"), a child in need of services ("CHINS") case or a Children's Mental Health Initiative ("CMHI") case and children and families involved in juvenile delinquency or juvenile status cases ("JD/JS clients) which includes any JD/JS IAs.

Pursuant to 440 IAC 4.1-1-1(4), a "Community mental health center or "center" means a mental health facility which the division has certified as fulfilling the statutory and regulatory requirements to be a community mental health center." Under 440 IAC 4.1-3-2(a), "Each community mental health center (CMHC) is obligated to provide accessible services for all individuals, within the limits of its capacity, in its exclusive geographic primary service area." Because of the unique nature of the CMHC's exclusive geographical service area, its ability to provide a "continuum of care" [as defined at 440 IAC 4.1-1-1(7)] throughout the period of the open referral and continuing after the referral has closed, and its ability to bill Medicaid for MRO and MCO services, CMHCs are an integral part of DCS' ability to provide comprehensive child welfare services across the state of Indiana in accordance with its State Plan.

- B. Definitions. As used in this Contract, the following terms are defined as follows:]

- (1) **Child and Adolescent Needs and Strengths assessment ("CANS")** is an assessment to document and communicate the strengths and needs of a child, and it assists in planning and determining the appropriate level of behavioral health services and/or category of placement recommended for a child. The CANS, its purpose, and procedure are more fully described in Indiana Department of Child Welfare Policy Chapter 5, Section 19, which is incorporated by reference into this Contract.
- (2) **Child and Family Team Meeting ("CFTM")** is a type of meeting that occurs throughout a DCS case, takes place at critical junctures, involves teams consisting of at least one (1) or more formal or informal supports identified by the family, and is used to create plans for assessment, safety, service delivery, and permanency. A CFTM, its purpose, and procedure are more fully described in Indiana Department of Child Welfare Policy Chapter 5, Section 7, which is incorporated by reference into this Contract.
- (3) **Child In Need of Services ("CHINS")** has the meaning set forth in IC § 31-34-1.
- (4) **Children's Mental Health Initiative ("CMHI")** is part of a program to provide services to children who: 1) do not have formal involvement with the child welfare or juvenile delinquent systems, but due to their mental and/or behavioral health needs, require intensive services to maintain safely in their home and community; 2) may not be eligible for Medicaid, but may meet the level of need to qualify for the Medicaid funded Children's

Mental Health Wraparound Services; 3) may lack funding for the intensive service array needed through Private Insurance or Medicaid; 4) are a danger to themselves or others; and/or 5) are ages 6 through 17 having a CANS score of 4, 5, or 6 and a DCS/DMHA Project Algorithm of 1. Requests for exceptions to these CMHI requirements can be made to the CMHI management team.

- (5) **Community Mental Health Center Request for Proposal (“Community Mental Health Center RFP”)** means the regional or other Community Mental Health Center Request for Proposal to which the Contractor responded, which was issued by the State on or after February 1, 2023. The Community Mental Health Center RFP, all of its attachments, and any and all necessary Supplemental RFPs and attachments are incorporated by reference into this Contract.
- (6) **Contractor’s RFP Response** means the Contractor’s Response to the Community Mental Health Center RFP (which includes the Contractor’s RFP Response to any necessary Supplemental RFPs), as refined based on any subsequent Contractor agreement to services or rates (including any differential (if applicable)), which was submitted by the Contractor in accordance with the specifications of the Community Mental Health Center RFP. Contractor’s RFP Response is incorporated by reference into this Contract.
- (7) **DCS’ Child Welfare Principles** means the most current version of DCS’ Principles of Child Welfare Services, as such DCS’ Child Welfare Principles are modified/updated from time to time by DCS but are always available in their most current form at the following link (or any designated successor website):

<https://www.in.gov/dcs/current-requests-for-proposals/>

These DCS Child Welfare Principles are incorporated by reference into this Contract.

- (8) **DCS’ Service Standards (the “Service Standard” or “Service Standards”)** means the most current version of DCS’ Service Standards applicable to the Services provided by the Contractor pursuant to this Contract, as such Service Standards are modified/updated from time to time by DCS but are always available in their most current form at the following link (or any designated successor website):

<https://www.in.gov/dcs/3878.htm>

These Service Standards are incorporated by reference into this Contract.

- (9) **Informal Adjustment (“IA”)** means a Program of Informal Adjustment as set forth in IC § 31-34-8 and IC § 31-37-9.
- (10) **Juvenile Delinquent/Juvenile Status (“JD/JS”)** has the meaning set forth in IC § 31-37-1, IC 31-37-2, and/or IC § 31-41-1-2.
- (11) **Medicaid Clinic Option (“clinic option” or “MCO”)** is a service component of Medicaid and it may be utilized for payment of certain CMHC services.
- (12) **Medicaid Rehabilitation Option (“MRO”)** is a service component of Medicaid by which states provide non-inpatient clinical behavioral health services to individuals with mental and substance use disorders.
- (13) **Service Plan(s)** means the plan the Contractor develops and follows when providing services to the children and families referred to the Contractor pursuant to this Contract.

- (14) **Specialized Services** are those services that do not adhere to a specific Service Standard but are otherwise determined to be necessary by DCS. If applicable, any Specialized Services approved by DCS are incorporated by reference into this Contract.
- (15) **Utilization Review** means reviews that analyze Contractor's capacity and resources to meet DCS' needs.
- C. Due to the specific nature of child welfare services and all applicable statutory time frames under which DCS operates, it is the expectation of DCS that DCS referred clients will receive priority screenings/assessments and prompt initiation, as determined by the DCS, of services in order to fulfill DCS' mission to protect children from abuse and neglect and work to ensure their financial support. Therefore, the Contractor shall comply with all terms, provisions, and conditions applicable to the services it provides to the State pursuant to this Contract, including, but not limited to, service categories, objectives, Service Standards (applicable at the time services are rendered), and DCS' Child Welfare Principles, as set forth above in paragraph B of this Section, including all statements and provisions, and assurances made in conjunction with the Community Mental Health Center RFP and the Contractor's RFP Response, except to the extent that the terms of this Contract or the Service Standards might conflict or specifically modify those statements, provisions, or assurances. The assurances ("Assurances") can be found as an attachment in the CMHC RFP at the following link (or any designated successor website):
- <https://www.in.gov/dcs/current-requests-for-proposals/>
- These Assurances are incorporated by reference into this Contract.
- The Contractor shall provide services in accordance with all applicable Medicaid requirements, which are hereby incorporated by reference.
- D. **Attachment 1.** The Contractor shall provide the CMHC services set out in more detail herein below and in accordance with **Attachment 1** as provided in the CMHC RFP and hereby incorporated by reference. **Attachment 1** provides a summary list of specific service(s) provided by this particular Contractor and the applicable service rates approved by the DCS which are detailed in the services and rates schedule and paid in accordance with the specifications outlined in paragraphs G and H below.
- E. **Child Safety.** All services (even individual services) are provided through the lens of child safety. It is the responsibility of the Contractor to understand the child safety concerns and protective factors that exist within the family. Continual assessment of child safety and communication with the Local DCS Office is required. It is the responsibility of the Contractor to report any safety concerns as required by IC 31-33-5-1 to the DCS or a local law enforcement agency. All Service Plans must include goals that address issues of child safety and the family's protective factors. Monthly reports, as required in Sections 1(K) and 1(T) below, must outline progress towards goals identified in the Service Plans.
- F. **Specialized Services.** The Contractor shall completely fulfill requirements of any Specialized Services approved by DCS. In order to provide specialized services, the Contractor must submit in writing a proposal that contains a detailed program and budget narrative. A request to provide Specialized Services will be granted at the sole discretion of DCS. Upon approval, the program narrative and standards will be incorporated into the Contract. The billable units and rates that DCS will pay for such Specialized Services will be detailed in the **Attachment 1** as provided in the CMHC RFP and incorporated by reference.
- G. **Service Delivery, Referrals, and Funding.**

- (1) In recognition of DCS' overall responsibility for case management and its unique knowledge of the children and families, the Contractor agrees to collaborate with DCS and its assigned family case manager ("FCM") in determining specific staff for services. The Contractor acknowledges that it is the DCS case plan and the CFTM which will determine all non-MRO services. However, DCS acknowledges Contractor's responsibility for coordination and case management related to medically necessary behavioral health services. The DCS service standards will control for any services not billed to Medicaid. However, even for Medicaid-eligible services, the Contractor agrees that DCS Service Standards will prevail when compatible with Medicaid service standards. For example, "home-based" services for DCS purposes are to be delivered primarily in the home even though Medicaid may define "home-based" as services delivered away from the clinic, but not necessarily in the home. The Contractor also agrees that it will follow DCS' best practices. This may require services such as sending a staff member involved in the case to a CFTM which may not be billable to Medicaid. DCS acknowledges that it will be responsible for payment of preapproved services not billable to Medicaid.
- (2) The Contractor who has capacity shall accept all DCS' referrals made pursuant to and in accordance with the terms of this Contract and its attachments, which may include verbal, e-mail, text or other non-formal referrals initiated by DCS in emergency situations. Such referrals will be followed up with formal electronic or hard-copy referrals. Upon receiving a referral to provide services, Contractor shall limit its performance to only those service categories that have been specifically requested and which are included in **Attachment 1**. Services provided without a valid referral from DCS shall not be eligible for payment and Contractor shall not include such services in its invoice requests for payment.
- (3) DCS agrees to provide timely referrals, which may include verbal, e-mail, text or other non-formal referrals in emergency situations. Such referrals will be followed up with formal electronic or hard-copy referrals. Contractor agrees to provide timely care in accordance with DCS processes and protocols for service delivery. The DCS and Contractor acknowledge that client circumstances may affect scheduling of actual service delivery, but that Contractor will initiate contact and will follow through with services as soon as required by the service standards and as possible given client circumstances. The DCS and Contractor also acknowledge that DCS may have to make an alternate referral should a child or family be unavailable for the original service referred and that Contractor will only bill for referrals pursuant to those services which were actually rendered. Contractor will conduct clinical intake to determine diagnosis at the earliest opportunity unless the DCS directs otherwise because of an emergency. For Medicaid eligible clients, The Contractor will bill as crisis intervention as appropriate and with reference to 405 IAC 5-21.5-8 and the Indiana Medicaid Rehabilitation Option Provider Manual.
- (4) The Contractor shall promptly notify DCS if at any time it becomes unable to provide services under a particular service category identified on **Attachment 1**. Notification shall be made to ChildWelfarePlan@dcs.in.gov.
- (5) For referrals made pursuant to this Contract, Contractor agrees to modify any policy restricting services for prior clients with unpaid bills; however nothing herein prohibits Contractor from pursuing unpaid bills. Contractor also agrees to modify any agreements or understandings with other providers with respect to boundaries for service delivery as such understandings might limit or interfere with DCS referrals. Contractor will serve all clients referred by the DCS irrespective of those policies.
- (6) Contractor acknowledges that the DCS may continue to refer clients to other providers for both Medicaid eligible and non-Medicaid eligible services as appropriate to its agency mission and the needs of the DCS population.

- (7) Contractor shall hire or lease employees as necessary to deliver the Medicaid-eligible services available under this Contract and that it shall hire staff or subcontract as necessary to deliver services which are not Medicaid-eligible but which are available hereunder. Contractor agrees that all expectations in this Contract apply equally to Contractor's staff whether they are regular employees, independent contractors, leased employees, or subcontractors. Contractor agrees that the cost of such services to the DCS, including administrative costs, will not exceed the rate DCS had paid for equivalent services under direct contracts.
- (8) A key part of the Contractor's initial service to the DCS will be to help determine the appropriate follow up service referrals to address the client's needs. This may be:
 - represented in the service recommendation following an assessment for MRO;
 - reflected in service recommendations following a diagnostic and evaluation or substance abuse assessment; or
 - a recommendation for an assessment for MRO if the Contractor's CANS score for a child is three (3) or above or reveals a significant behavioral health need appropriate to request prior authorization for Medicaid services. The Contractor will contact the DCS FCM to request an assessment for MRO if needed and will pursue approval for MRO services as client needs warrant. Also, Contractor will pursue public assistance if the Contractor identifies medical necessity and/or if there is a court order for services which could be covered by Medicaid.
- (9) Contractor shall pursue Medicaid eligibility determinations on all potentially eligible DCS clients, including adults where appropriate. Contractor may request assistance from the DCS Medicaid Eligibility Unit ("MEU") or any successor resource. Parties will develop and implement a process to avoid duplicate applications for Medicaid eligibility. DCS' FCMs will attempt to connect adult clients with CMHCs.
- (10) Contractor agrees that it will consult with the Indiana Family and Social Services Administration ("FSSA") Office of Medicaid Policy and Planning ("OMPP") and with other resources as necessary to appropriately code services to ensure maximum Medicaid reimbursement.
- (11) Contractor agrees to obtain prior authorization as required and to otherwise use its expertise to guide selection and delivery of services to ensure maximum reimbursement. The DCS and Contractor acknowledge that standard MRO packages may be designed for clients with average needs, but that DCS clients may not fit that need level and may require more services. The Contractor will advocate for approval of the level of client service it determines is actually necessary. The Contractor may avail itself of any funding opportunities available through DCS or FSSA, respectively, for the cases for which each agency is responsible. The DCS and Contractor agree to cooperate and to coordinate with FSSA's Division of Family Resources ("DFR") as necessary to facilitate application for Medicaid. The Contractor agrees to first bill Medicaid for all Medicaid-eligible services for all Medicaid-eligible clients and to be responsible for compliance with all Medicaid rules and regulations concerning DCS' clients' treatment. The Contractor will only seek payment from DCS for such Medicaid-eligible services if Medicaid has denied payment and appeals. The Contractor will hold invoicing for clients whose Medicaid eligibility is pending. Once an eligibility determination is made, the Contractor will bill Medicaid as described above, for those who are eligible. For those who are not Medicaid eligible, the Contractor will bill the DCS.
- (12) The Contractor agrees that it will assign experienced staff to DCS cases in order to maximize Medicaid reimbursement by:
 - properly identifying crisis interventions;
 - monitoring appropriate diagnoses;

- segregating Medicaid billable and non-billable components of services [e.g. certain recreation, education, transportation and employment services];
 - managing details of service delivery (signatories for treatment plans, case load limitation, etc.);
 - timely initiating and communicating with Managed Care Organizations regarding prior approvals; and
 - timely (at least two weeks prior) notifying the DCS of and initiating a redetermination necessary to continue services as patient needs dictate. The Contractor shall complete a new service recommendation at the six (6) month mark when it completes its redetermination. This obligation applies to patients initially referred pursuant to this agreement, to those who were in services under a DCS case prior to this agreement, and to those who were previously being served with no DCS involvement who later become involved with DCS. For those patients who were not DCS clients at the time of their initial treatment by the Contractor, the DCS will send a referral to initiate the Medicaid match and Contractor will send DCS a copy of the assessment supporting the services to be covered, but will not duplicate an assessment.
- (13) For services with both Medicaid eligible and non-Medicaid eligible components, Contractor will bill the Medicaid eligible portion of services for reimbursement prior to billing DCS.
- (14) Contractor may provide services based on both medical necessity and DCS' safety considerations. Contractor will split invoices in to those eligible for federal reimbursement and subject to state match and those which are not.
- (15) Contractor agrees to bill all Medicaid-eligible services payable by DCS at the lesser of Medicaid rates or the agreed statewide DCS services rates for Contractor. Contractor agrees to identify, file for and pursue reimbursement from private insurance as available. Contractor agrees to bill at statewide rates included on **Attachment 1** for all services which are not payable by Medicaid.
- (16) Contractor may close client cases per Contractor protocols, but the DCS may elect to leave a referral open on a case closed by Contractor should it anticipate the need for additional services. In any event, DCS will no longer be responsible for payment of services once the DCS case is closed.

H. Scope and Contractor Staff Credentials.

- (1) The CMHC contracts are statewide, and invoices shall reflect those services available from Contractor, a CMHC, as described in **Attachment 1**. Any changes to the services within the scope of the Contract (and their accompanying rates) may be accomplished by written notice from the State to the Contractor as detailed in Section 31 [Merger & Modification] herein.
- (2) If the Contractor has insufficient capacity to accept a particular service referral or new client referral, the Contractor shall immediately notify the DCS staff member that originated the referral of its inability to accept.
- (3) The DCS and Contractor acknowledge that the Contractor may not have the staff or staff with the proper credentials to provide the complete array of services available under this Contract at the time this Contract begins and that the availability of certain services (such as one-hour crisis response) may vary on a county by county basis and over the term of the Contract. The Contractor explicitly agrees that it will only accept referrals for which it has adequate and properly credentialed staff at the time of the referral. The Contractor may be audited by DCS and/or FSSA's Division of Mental Health & Addiction (DMHA) and/or the applicable credentialing or certification organization to ensure compliance. Furthermore, the Contractor explicitly agrees that it will comply with any state licensing

requirements (for itself and those of its employees) for the services performed under this Contract, as set forth in more detail in Section 30 [Licensing Standards]. The Contractor will provide DCS' central office and the DCS Regional Coordinator for the areas in which it operates with timely updates of the services it is qualified to offer. The DCS Regional Coordinator and DCS Regional Manager ("RM") will notify the Regional Service Councils of any changes to the services available within each region. Contractor acknowledges that DCS may refer cases as DCS' needs dictate and not solely based on proximity of the client to a particular CMHC provider. The Contractor agrees that its staff will provide services and supervision appropriate to their level of training and will document time accordingly.

- (4) Required trainings (whether provided by DCS, the Contractor, or other DCS approved training providers) will be assigned as they relate to "access to the record." The Contractor employee's (and subcontractor's) role and level of direct interaction with the DCS referral will be considered as to not require duplicative training. Additionally, DCS' required trainings, as outlined in the DCS Updated Training Checklist, may be waived if a comparable required training is provided by the Contractor or other DCS approved training providers. For training waiver approval, Contractor will submit the following to the State representative listed in Section 34(A)(1) [Notice to Parties]:

- (a) letter of request,
- (b) training topic, curriculum, and course objectives,
- (c) date(s) trainings were/will be provided, and
- (d) a legal attestation of the accuracy of the submitted information.

No training can be waived without approval from DCS, as DCS will reserve the right to approve or deny all training waiver requests.

- (5) Contractor's licensed employees (and subcontractors) with Master's Degrees may have training requirements waived by submitting the following to the State representative listed in Section 34(A)(1) [Notice to Parties]:

- (a) college transcripts, and
- (b) a letter of attestation.

No training can be waived without approval from DCS, as DCS will reserve the right to approve or deny all training waiver requests.

Award of this Contract is based on Contractor's strict compliance with the certification, training, and/or education requirements set forth in the Service Standards, regardless of Contractor's response to the Community Mental Health Center RFP.

I. Legal Appearances.

- (1) The Contractor agrees that the services provided under this Contract may require Contractor's Staff and/or subcontractors to appear in court or appeal hearings, as well as in miscellaneous administrative hearings and/or require its participation in deposition(s) (hereinafter referred to as "Appearance(s)" or "Appear(s)"). Due to the nature of behavioral health and child welfare services, the parties acknowledge that any such Appearances may be long after the behavioral health and child welfare services referral

related to this Contract has closed. However, the Contractor's obligation to testify will survive both the closure of the referral for behavioral health and child welfare services and the Contract. As part of these services, the Contractor shall:

- (a) Require Appearance(s) of its employees, former employees (if applicable), and subcontractors (the "Contractor's Staff") as required by DCS whether or not a subpoena or written request (including email) is sent;
 - (b) Immediately contact DCS regarding subpoenas/correspondence received, including notification of any correspondence addressed to a former employee, leased employee, or subcontractor relating to or arising from the services provided under this Contract;
 - (c) Provide contact information for those to be subpoenaed, if available;
 - (d) Provide a substitute witness as requested by DCS;
 - (e) Timely copy and provide records and documentation; and
 - (f) Arrange for documentation of chain of custody on tests administered to clients as part of the Contractor's services, if requested by DCS.
- (2) DCS will attempt to provide adequate prior notice for required court/hearing testimony and/or deposition(s) (described directly above in subparagraph (1)) and will pay for Appearances it requires and for which the Contractor's Staff Appears (in accordance with the specifications set forth below).
- (3) If the Contractor is planning on filing a motion to quash or requesting any hearings relating to its testimony that must take place prior to a court date, the Contractor must provide DCS and any relevant counsel for JD/JS clients with adequate advance notice of such motion and/or request for a hearing prior to such court date. DCS shall determine, in its sole discretion, whether such advance notice is adequate in any given circumstance. Notice will be considered inadequate if it would require a delay in any detention, fact finding, permanency, termination of parental rights hearing, or other hearing. Contractor understands and agrees that testimony in court is an important aspect inherent to the performance of services under this Contract.

Pursuant to Trial Rule. 45(F) Contempt:

Failure by any person without adequate excuse to obey a subpoena served upon him may be deemed a contempt of the court from which the subpoena issued, or court of the county where the witness was required thereunder to appear or act. The attendance of all witnesses when duly subpoenaed, and to whom fees have been paid or tendered as required by law may be enforced by attachment.

DCS may pursue any and all appropriate relief in court and under this Contract, including but not limited to Section 16 and Section 45, in order to secure testimony of witnesses.

- (4) Payment for Appearances/Testimony Rendered for DCS that Results from a Referral Pursuant to this Contract. When a member of the Contractor's Staff Appears at DCS' request, DCS shall pay per appearance per day per case. Notwithstanding the above, DCS shall never pay the Contractor for more than four (4) appearances per day per individual staff member (even if the Contractor Appears on behalf of more than four (4)

clients/cases). Moreover, DCS shall pay only once for an individual staff member to be at a hearing even if such individual is there on behalf of more than one (1) DCS client or if there is a consolidated hearing for more than one (1) case.

- (5) The Contractor agrees to cooperate with the DCS local office attorney (or other authorized representative of DCS) during case preparation. Furthermore, the Contractor agrees to be prepared for all Appearances/testimony and acknowledges that the court and/or deposition time payment (described directly above in paragraph (4)) will be standard and is not based on preparation, waiting time, or time on the stand and/or at the deposition. DCS will endeavor to schedule Appearances to accommodate the Contractor's Staff to the extent permissible by the court or otherwise.
- (6) Should the Contractor's Staff be requested by DCS to provide testimony unrelated to services rendered pursuant to this Contract, payment for such testimony will be separately negotiated and paid.
- (7) The court time payment component described above will be available for testimony regarding parent services even if the parent(s) is/are eligible for Medicaid and/or third party insurance and the services the parent(s) is/are receiving are reimbursable by Medicaid and/or third party insurance.
- (8) Compensation for attendance at CFTMs, travel, collateral contacts, reports and other preparation will be as addressed herein and/or as described in the Service Standards.

J. Releases. The Contractor shall have current releases for all DCS' clients and JD/JS clients for whom the Contractor's staff **provides** or **has provided** services pursuant to this Contract. It is the Contractor's responsibility to obtain the signature of the appropriate parent and/or guardian of the DCS client or JD/JS client on the release. These releases shall enable DCS and the courts/judges (the "Courts") associated with referred DCS cases to obtain information regarding the services being provided by the Contractor in order to allow DCS and the Courts to monitor progress in services. The terms and content of the release shall be legally sufficient to allow Contractor and subcontractor's to provide the testimony described above and to turnover any other documents, material, or other information to DCS as required by the Contract.

- (1) The release must be signed by the appropriate parent and/or guardian of the DCS client. If a parent and/or guardian is not reasonably available, declines to act, and/or existence is unknown, the Contractor shall immediately notify DCS so a court order can be obtained.
- (2) The release will have an expiration tied to closure of the relevant CHINS case or JD/JS case. If a case begins as an IA, the expiration will be tied to a reasonable expiration date to cover the later of potential appearance requests or the closure of any successor CHINS case. It is the Contractor's responsibility to monitor the expiration dates of the releases and obtain subsequent signed releases for all DCS' clients and JD/JS clients throughout the entire CHINS case or JD/JS case. The terms and content of the release shall be legally sufficient to allow Contractor and subcontractors to provide the testimony described above and to turnover any other documents, material, or other information to DCS as required by the Contract.
- (3) Contractor also agrees to seek such consent and release forms from all clients related to DCS cases regardless of whether DCS is payor. The release(s) and consent(s) for children must be signed by the appropriate parent(s) and/or guardian(s). Should any clients refuse or be unable to execute the requested releases, Contractor will immediately

notify the DCS and provide documentation to DCS of such refusals or inability so DCS may seek a court order.

The lack of a release does not excuse Contractor's obligation to attend all Appearances as required under this Contract.

K. Reports and Incident Reports.

- (1) The Contractor agrees to prepare and submit to the State as requested the information required by the State for reports and evaluations necessary to monitor services or programs and outcomes, including submitting detailed service logs and/or outcome reports to KidTraks (or another database specified by DCS) as further detailed in the DCS Service Standards. The Contractor will provide all information reasonably requested by the State (in the format requested by the State) for both MRO and non-MRO clients and will cooperate with and assist the State in preparing such reports and evaluations. In order to document needs as required for Medicaid, Contractor will state expected outcomes in reports in terms of medical necessity just as it will on the recommended services forms that result from its assessments. DCS will attempt to standardize the timing and content of required reports to the extent it can. Parties acknowledge that DCS may not be the payor for some of the services which are the subject of these reports. For private-pay clients, clients whose services are paid by insurance, and clients for whom no other payment source covers preparation of the necessary reports, DCS may specifically authorize payment for reports on a referral form. Contractor may then separately bill DCS for these reports as appropriate.
- (2) Incident Reports: The Contractor has an affirmative duty under this Contract to disclose to the State whenever any Covered Personnel, as described in Section 53 [Criminal and Background Checks] of this Contract, or subcontractor is involved in any incident with the family and/or child in the course of providing a service. "Incident" means any occurrence that endangers or may endanger the physical or mental health of a child, including but not limited to any altercations, condition, or event that would give rise to a mandatory report to the DCS hotline.

L. Monitoring: The State shall monitor and review the Contractor's delivery of services during the term of this Contract. The procedure that the State uses for monitoring the Contractor may change during the term of this Contract, and the Contractor will be notified of any changes in procedure. The procedure that the State uses for monitoring the Contractor may include, but not be limited to, the following:

- (1) Review of invoices/claims submitted by the Contractor for payment, in relation to the service components and service rates approved by DCS in Attachment 1 and paid in accordance with the specifications outlined in this Contract;
- (2) Information received verbally (which will include a contemporaneous written summary of such information when possible and appropriate) or in writing from DCS concerning the Contractor's delivery of services requested or approved;
- (3) Information received verbally (which will include a contemporaneous written summary of such information when possible and appropriate) or in writing from service recipients, directly or through a DCS' local office, regarding services provided by the Contractor;
- (4) Review of the results of services provided in relation to the desired outcomes of those services as stated in the Community Mental Health Center RFP and the Contractor's RFP Response; and

- (5) Information contained in the reports and evaluations relating to the Contractor's delivery of services under this Contract.

As requested by DCS, the Contractor shall submit monthly written reports (at a minimum) to DCS (in the format requested by DCS or a format designed by Contractor and approved by DCS) concerning the Contractor's service delivery and other issues pertinent to this Contract, as provided in the Community Mental Health Center RFP and/or as specified by DCS. The reports will be based only on documented information, which may include a contemporaneous written summary of information received verbally from a reporting source. The Contractor shall provide any additional reports requested by DCS, which may be more frequent than once per month.

- M. The Contractor agrees to utilize Continuous Quality Improvement practices to monitor service quality and delivery.
- N. Visitation and Transportation Records. The Contractor shall keep records on all visitation and transportation it provides as part of its delivery of services pursuant to this Contract. The Contractor shall submit all records of visitation and transportation to the DCS upon request.
- O. Self-authenticating Records. As requested by DCS, the Contractor shall provide self-authenticating records to DCS.
- P. The Contractor hereby agrees that all actual cost items and/or pass through cost items related to and/or part of the services it provides pursuant to this Contract must be at reasonable rates and not above the prevailing market rates.
- Q. Disaster Plan: The Contractor shall send its disaster plan, as required by Section 10 [Compliance with Laws] and Section 23 [HIPAA Compliance] of this Contract, by email to DCS at ChildWelfarePlan@dcs.in.gov within thirty (30) days of the effective date of this Contract.
- R. Publications: Unless consent is given by the DCS' Director or his/her designee, the Contractor shall not use a photograph or other personally identifying information concerning any DCS' ward in relation to any advertising, social media, marketing, or fundraising for the Contractor's programs or services. Nothing in this Contract prohibits the Contractor from using photographs or other personally identifying information for recognition of a DCS' ward's school activities, or individual or group achievements or accomplishments. This Section shall not apply to a DCS ward for whom an adoptive home is being sought. Nothing in this paragraph is intended to restrict or prohibit the Contractor from publicizing or circulating information about or photographs of a DCS' ward if the required consent has been obtained.
- S. Release of Information: As detailed in Section 12 [Confidentiality of State Information], any data material, and information gathered, based upon, or disclosed to the Contractor for the purpose of this Contract will not be disclosed to or discussed with third parties without the prior written approval of DCS. The Contractor must receive prior written approval to use data, material, or information obtained or disclosed pursuant to this Contract for research purposes. If the Contractor is required to provide audio and/or video recordings of services delivered under this Contract to a service model owner for fidelity monitoring and/or certification, the Contractor shall:
- (1) submit a proposed release to DCS for approval;
 - (2) obtain a signed (DCS approved) release from the parent/guardian prior to recording;
 - (3) maintain a copy of the executed release in the client's file and upon request, deliver it to DCS; and
 - (4) produce a copy of the recording in the event it is required pursuant to a discovery request.

T. Reports and Records Concerning Services.

- (1) In addition to any reports and case record documentation required by any previous provisions of this Contract, the Contractor shall prepare, maintain, and timely provide to the State, upon request, any statistical reports, program reports, other reports, or other information requested by the State relating to the services provided by the Contractor pursuant to this Contract in the format designed by the Contractor and approved by the State or in the format requested by the State, including, but not limited to, reports/information incident to monitoring or evaluating performance by the Contractor of the services specified in this Contract, and/or any statistical and program reports as are required by any laws, regulations, or policies of the United States or the state of Indiana that are applicable to the use of funds paid to the Contractor pursuant to this Contract.

In order to comply with this paragraph 1), the Contractor shall, if requested by DCS, be required to submit reports in accordance with whatever frequency is requested by DCS (monthly, quarterly, or more or less frequent), with respect to services provided to a child or family referred to the Contractor for provision or delivery of services pursuant to this Contract or with respect to any other services performed or any other issues pertinent to this Contract. These reports must contain all of the information requested by the State and must conform to the format and content of the reporting procedure specified by the State.

(2) This Subsection 1(T) applies to any services that the Contractor provides pursuant to this Contract, including, but not limited to, all services to a particular child or family referred to the Contractor pursuant to this Contract, including (if applicable) any services related to probation.

- (3) The Contractor shall cooperate with the State in any Utilization Review and shall, if requested, conduct or submit to any audit(s) requested by the State in addition to the audit following expiration or termination of this Contract required under Section 7 [Audits and Monitoring] of this Contract.
- (4) Prompt compliance, as determined by the DCS, by the Contractor with a request by the State to submit program and financial documentation during the term of this Contract is critical to this Contract. A failure of the Contractor to comply with any such request could result in immediate suspension of payments hereunder or termination of this Contract by the State.
- (5) In the event the contents of any report is considered deficient by the State, the State will notify the Contractor in writing after receipt of the report. The notice will specify the nature of the deficiency and the corrective action or information needed. The Contractor shall submit to the State any revised or supplemental report within thirty (30) days after the date of the deficiency notice.
- (6) The Contractor shall maintain records as necessary or appropriate to document services provided pursuant to this Contract. Those records shall include, but not be limited to, documentation relating to, or the time and place of meeting with, persons served by the Contractor and the persons who attended those meetings and copies of any reports or other materials representing the work product of any services provided by the Contractor pursuant to this Contract.

U. Eligibility and Appeals.

- (1) The parties agree that the eligibility of any individuals who may be provided services pursuant to this Contract shall be determined in accordance with State Service Standards, DCS' policy, and federal eligibility criteria and operating procedures.
- (2) The State and the Contractor agree to maintain procedures and records in accordance with state and federal policies and regulations and to promptly address complaints and appeals between the parties and those of applicants for and recipients of services. Both parties agree to cooperate with the processing of any complaint or appeal.

V. Delivery of Documents, Files, Data, Studies or Reports to the State Upon Termination or Expiration of this Contract.

Upon expiration or termination of this Contract, all documents, files, data, studies or reports prepared by the Contractor or any subcontractor pursuant to this Contract, and any supplies purchased by the Contractor or any subcontractor with funds received through this Contract, shall be delivered to the State. The State may require the transfer of records, documents, or supplies to its own offices or to a designated successor.

2. Consideration.

- A. This Contract will be zero-based. The Contractor will be paid for its delivery of services as provided in this Contract (including any exhibits attached hereto), the Community Mental Health Center RFP and the Contractor's RFP Response, in accordance with the service components and service rates approved by DCS and in **Attachment 1** and paid in accordance with the specifications outlined above in Sections 1(G), based on the specified hourly or daily rate per unit of service and the specified amount for completion of a defined unit of service, subject to the terms and conditions of this Section and all other applicable provisions of this Contract, including Section 37 [Payments and Fiscal Requirements] of this Contract.
- B. Payment to the Contractor as provided in paragraph A of this Section will be subject to the following conditions:
 - (1) Timely completion and submission to the State of the information required for any requisite reports and evaluations necessary to monitor services or programs and outcomes, as required by Sections 1(K) and 1(L).
 - (2) Timely completion and submission to the DCS of monthly (or more frequently) written reports relating to specific children and families referred to Contractor for services or relating to other issues pertinent to this Contract, as required by Section 1(T) of this Contract.
 - (3) Satisfactory completion and submission to the State of any applicable work product or other deliverable, as specified in the **Attachment 1**, the Community Mental Health Center RFP, the Contractor's RFP Response, or in this Contract itself, for services that are provided to a particular child or family and for any general services that are not provided to a particular child or family.
 - (4) Timely resolution of any issues related to Department of Revenue ("DOR") or Department of Workforce Development ("DWD"). The Contractor acknowledges that this Contract cannot proceed while any DOR or DWD "holds" exist.
 - (5) The Contractor must bill any available payment source, including, but not limited to, Medicaid, Medicare, and/or private insurance, prior to submitting a properly prepared invoice/claim to DCS.

- C. By signing this Contract, the Contractor hereby acknowledges that the service components and service rates approved by DCS and in Attachment 1 and paid in accordance with the specifications outlined above in Section 1(G) are established rates between DCS and the Contractor and the Contractor shall not request a revision of such rates after execution of this Contract and/or attempt to include a reservation of rights relating to the amount of the service rates in this Contract or otherwise.
- D. Temporary Assistance for Needy Families ("TANF") funded services.
- (1) Community-based services may be funded with TANF funds if the following criteria are met:
 - (a) The applicable Service Standard must be Father Engagement, Parent Education, Parenting/Family Functioning Assessment, Tutoring/Literacy Classes, or Visitation Facilitation – Parent/Child/Sibling;
 - (b) Case Type must be a DCS Case Type; and
 - (c) There must be at least one minor child (under the age of 18) involved in the case who is benefiting from the service.
 - (2) For the Emergency Assistance program, DCS will determine upon the conclusion of an episode of service, whether the conditions of any given client service episode qualifies for funding from its TANF sub-grant, and if so, DCS will ensure it has the required documentation to meet these obligations. Service providers must provide documentation upon request of DCS.
 - (3) TANF funded services are subject to the audit requirements specified in Section 7 [Audits and Monitoring] of the Contract. DCS may, at its discretion and subject to the limitations of Section 7 of the Contract, identify specific audit needs for TANF funded services.
 - (4) At the end of each fiscal year, providers will receive a cumulative summary of total expenditures funded through TANF. Providers must make certain that reported TANF expenditures have not and will not be used in the future to satisfy the cost-sharing or matching requirement of any Federal program.

3. Term.

This Contract shall be effective for a period of four (4) years. It shall commence on July 01, 2023 and shall remain in effect through June 30, 2027.

4. Access to Records.

The Contractor and its subcontractors, if any, shall maintain all books, documents, papers, accounting records, and other evidence pertaining to all costs incurred under this Contract. They shall make such materials available at their respective offices at all reasonable times during this Contract, and for three (3) years from the date of final payment under this Contract, for inspection by the State or its authorized designees. Copies shall be furnished at no cost to the State if requested.

5. Assignment; Successors; and Subcontracting - Modified

- A. The Contractor binds its successors and assignees to all the terms and conditions of this Contract. The Contractor may assign its right to receive payments to such third parties as the Contractor may desire without the prior written consent of the State, provided that the Contractor gives written notice (including evidence of such assignment) to the State thirty (30) days in advance of any payment so assigned. The assignment shall cover all unpaid amounts under this

Contract and shall not be made to more than one (1) party.

- B. The Contractor shall not assign or subcontract the whole or any part of this Contract without the State's prior written consent. Additionally, the Contractor shall provide prompt written notice to the State of any change in the Contractor's legal name or legal status so that the changes may be documented and payments to the successor entity may be made.
- C. The Contractor shall monitor the performance of all subcontractors and shall remain responsible to the State for the performance of any subcontractor. The Contractor agrees to enter into written agreements with all subcontractors and to provide copies of all subcontracting agreements to the State upon request. It shall be the responsibility of the Contractor to ensure all subcontractors have the required background checks completed as set forth in Section 53 [Criminal and Background Checks] below. The Contractor further agrees to notify the State of a breach of these provisions by a subcontractor and to discontinue any agreement with the specified subcontractor in the event of such a breach.

6. Assignment of Antitrust Claims.

As part of the consideration for the award of this Contract, the Contractor assigns to the State all right, title and interest in and to any claims the Contractor now has, or may acquire, under state or federal antitrust laws relating to the products or services which are the subject of this Contract.

7. Audits and Monitoring – Modified.

- A. The Contractor acknowledges that it may be required to submit to an audit of funds paid through this Contract. Any such audit shall be conducted in accordance with IC § 5-11-1 *et seq.* and audit guidelines specified by the State.
- B. The State considers the Contractor to be a "vendor," for purposes of this Contract. The Contractor is responsible for ensuring that the audit and any management letters are completed and forwarded to the State in accordance with the terms of this Contract. Audits conducted pursuant to this paragraph must be submitted no later than nine (9) months following the close of the Contractor's fiscal year. The Contractor agrees to provide the Indiana State Board of Accounts and the State an original of all financial and compliance audits. The audit shall be an audit of the actual entity, or distinct portion thereof that is the Contractor, and not of a parent, member, or the subsidiary corporation of the Contractor, except to the extent such an expanded audit may be determined by the Indiana State Board of Accounts or the State to be in the best interests of the State. The audit shall include a statement from the Auditor that the Auditor has reviewed this Contract and that the Contractor is not out of compliance with the financial aspects of this Contract.

The Contractor and its subcontractors shall permit all examinations and shall generate and maintain all documentation necessary to comply with all audit requirements of this Contract.

- C. In addition to an independent audit completed in accordance with paragraph A or B of this Section, the State may, in its discretion, conduct a separate audit(s) of funds provided pursuant to this Contract and/or any other necessary on-site monitoring reviews of the Contractor, for the purpose of: (i) outcome tracking (including, but not limited to, outcome tracking described in Sections 1(K) and 1(L) of this Contract); (ii) quality review of the services provided by the Contractor pursuant to this Contract; and/or (iii) conducting any other requisite and/or desired program or service audits of the Contractor.
 - (1) The Contractor shall, upon written demand by the State, repay to the State all sums paid by the State to the Contractor, for which adequate fiscal and/or service delivery documentation is not in existence for any time period audited. If an audit of the Contractor results in an audit exception, the State shall have the right to set off such amount against current or future

allowable claims, demand cash repayment, or withhold payment of current claims in a like amount pending resolution between the parties of any disputed amount.

- (2) The Contractor agrees that the State has the right to make recommendations and findings in connection with any financial monitoring or audit of the Contractor's operations, and the Contractor agrees to comply with any corrective actions specified by the State, within the time limits established by the State.
- (3) The Contractor will provide to the State, upon request, a copy of any document or report prepared and maintained by the Contractor relative to costs incurred in providing the services described in this Contract (including its exhibits/attachments).
- (4) The parties agree that any authorized employee or representative of the State or the federal government of the United States (hereinafter referred to as "governmental agent") shall have the right to enter the premises of the Contractor or any subcontractor of the Contractor and inspect or audit any records or property agreements maintained by the Contractor or its subcontractors in connection with this Contract. The Contractor and its subcontractors shall provide photocopies, make all books, records, and documents that relate to their activities under this Contract available for inspection, review, and audit when requested by a governmental agent. The Contractor shall provide photocopies when requested and ensure the cooperation of its employees, officers, board members, and subcontractors in any review, audit, or inspection conducted by a governmental agent.
- (5) Following any State monitoring visit to the Contractor, the State may provide a written report to the Contractor. If the State chooses to provide a written report following a State monitoring visit to the Contractor, the State shall provide such report within a reasonable period of time, as determined by the State, of such monitoring visit. The State's report may contain observations, evaluations, suggestions and/or specific directions for corrective action by the Contractor. In the event that specific corrective action is required, the Contractor will have sixty (60) days from the receipt of the directions to comply, unless a different time period for correction is specified by State. A failure of the Contractor to comply with the State's specific directions will be treated as a breach of this Contract. In the case of a dispute, the State and the Contractor will meet at their earliest convenience to resolve the issue in question.

The Contractor hereby acknowledges and agrees that DCS may, in its discretion, conduct monitoring reviews of the Contractor, pursuant to this Section 7(C) of this Contract, for purposes including outcome tracking, quality review of services, and conducting any other program or service audits of the Contractor. The State may conduct such reviews with on-site monitoring or by requesting supporting documentation from the Contractor. Monitoring review activities conducted by DCS may include, but are not limited to, review of the Contractor's program and personnel policies and procedures, service planning activities, caseload ratios, family needs assessments, training and development programs and policies, adequacy of supervision, continuous quality improvement processes, and any documentation in support thereof.

- D. In the event the Contractor is performing services under this Contract that require the Contractor, an employee, and/or subcontractor to maintain any credentials or certification, the State may, in its discretion, require an audit be completed either by the State or the applicable credentialing or certifying organization.
- E. As required, the Contractor shall timely file an "Entity Annual Report" (Form E-1) with the State and the Indiana State Board of Accounts.
- F. Independent Financial Audits: The Contractor shall provide a copy to DCS of any independent financial audit conducted for the Contractor. A copy of the financial audit shall be provided to DCS within thirty (30) days of the Contractor's receipt of the written audit documents.

- G. Financial Statements: If the Contractor has not conducted an independent financial audit, the Contractor shall annually submit the Contractor's financial statements, including its profit-loss statement and balance sheet, to DCS within thirty (30) days of the anniversary date of this Contract.
- H. The Contractor shall submit the items described in either Paragraph 7(F) or 7(G) of this Contract to the following address:

Deputy Director
Child Welfare Services
Indiana Department of Child Services
302 W. Washington Street, Room E306-MS47
Indianapolis, IN 46204-2739
Email: ChildWelfarePlan@dcsc.in.gov

8. Authority to Bind the Contractor.

The signatory for the Contractor represents that he/she has been duly authorized to execute this Contract on behalf of the Contractor and has obtained all necessary or applicable approvals to make this Contract fully binding upon the Contractor when his/her signature is affixed, and accepted by the State.

9. Changes in Work – Modified.

The Contractor shall not commence any additional work or change the scope of the work until authorized in writing by the State. The Contractor shall make no claim for additional compensation in the absence of a prior written approval and amendment executed by all signatories hereto. With the exception of the modification procedures set forth in Section 31, this Contract may only be amended, supplemented or modified by a written document executed in the same manner as this Contract.

10. Compliance with Laws – Modified.

- A. The Contractor shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, including any disaster plan protocol (Title IV-E and Title IV-B), and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Contract shall be reviewed by the State and the Contractor to determine whether the provisions of this Contract require formal modification.
- B. The Contractor and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State as set forth in IC § 4-2-6, *et seq.*, IC § 4-2-7, *et seq.*, and the regulations promulgated thereunder. **If the Contractor has knowledge, or would have acquired knowledge with reasonable inquiry, that a state officer, employee, or special state appointee, as those terms are defined in IC § 4-2-6-1, has a financial interest in the Contract, the Contractor shall ensure compliance with the disclosure requirements in IC § 4-2-6-10.5 prior to the execution of this Contract.** If the Contractor is not familiar with these ethical requirements, the Contractor should refer any questions to the Indiana State Ethics Commission, or visit the Inspector General's website at <http://www.in.gov/ig/>. If the Contractor or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Contract immediately upon notice to the Contractor. In addition, the Contractor may be subject to penalties under IC § 4-2-6, 4-2-7, 35-44.1-1-4, and under any other applicable laws.
- C. Before this Contract may be moved through the State signature process, it must pass review by the Department of Workforce Development ("DWD") and the Department of Revenue ("DOR"). The Contractor acknowledges that this Contract cannot proceed while any DOR or DWD "holds"

exist. Thus, if the Contractor has unpaid unemployment insurance or unpaid taxes to the State, this Contract will be held until these issues are resolved.

- D. The Contractor certifies by entering into this Contract that neither it nor its principal(s) are presently in arrears in payment of taxes, permit fees or other statutory, regulatory or judicially required payments to the State of Indiana. The Contractor agrees that any payments currently due to the State of Indiana may be withheld from payments due to the Contractor. Additionally, further work or payments may be withheld, delayed, or denied and/or this Contract suspended until the Contractor is current in its payments and has submitted proof of such payment to the State.
- E. The Contractor warrants that it has no current, pending or outstanding criminal, civil, or enforcement actions initiated by the State, and agrees that it will immediately notify the State of any such actions. During the term of such actions, the Contractor agrees that the State may delay, withhold, or deny work under any supplement, amendment, change order or other contractual device issued pursuant to this Contract. In the event of DCS' receipt of a report (verbal or written) of criminal or potentially criminal activity by a member of the Contractor's staff (including any of the Contractor's subcontractors and their staff) that potentially threatens/endangers the life, health, or safety of any of DCS' wards, DCS may immediately require a temporary suspension of such member of the Contractor's staff (including any of the Contractor's subcontractors and their staff) pending an investigation into the report.
- F. If a valid dispute exists as to the Contractor's liability or guilt in any action initiated by the State or its agencies, and the State decides to delay, withhold, or deny work to the Contractor, the Contractor may request that it be allowed to continue, or receive work, without delay. The Contractor must submit, in writing, a request for review to the Indiana Department of Administration ("IDOA") following the procedures for disputes outlined herein. A determination by IDOA shall be binding on the parties. Any payments that the State may delay, withhold, deny, or apply under this Section shall not be subject to penalty or interest, except as permitted by IC 5-17-5.
- G. The Contractor warrants that the Contractor and its subcontractors, if any, shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the State. Failure to do so may be deemed a material breach of this Contract and grounds for immediate termination and denial of further work with the State.
- H. The Contractor affirms that, if it is an entity described in IC Title 23, it is properly registered and owes no outstanding reports to the Indiana Secretary of State.
- I. As required by IC § 5-22-3-7:
 - (1) The Contractor and any principals of the Contractor certify that:
 - (A) the Contractor, except for de minimis and nonsystematic violations, has not violated the terms of:
 - (i) IC § 24-4.7 [Telephone Solicitation of Consumers];
 - (ii) IC § 24-5-12 [Telephone Solicitations]; or
 - (iii) IC § 24-5-14 [Regulation of Automatic Dialing Machines];
 in the previous three hundred sixty-five (365) days, even if IC § 24-4.7 is preempted by federal law; and
 - (B) the Contractor will not violate the terms of IC § 24-4.7 for the duration of the Contract, even if IC § 24-4.7 is preempted by federal law.
 - (2) The Contractor and any principals of the Contractor certify that an affiliate or principal of the Contractor and any agent acting on behalf of the Contractor or on behalf of an affiliate or principal of the Contractor, except for de minimis and nonsystematic violations,

- (A) has not violated the terms of IC § 24-4.7 in the previous three hundred sixty-five (365) days, even if IC § 24-4.7 is preempted by federal law; and
- (B) will not violate the terms of IC § 24-4.7 for the duration of the Contract, even if IC § 24-4.7 is preempted by federal law.

11. Condition of Payment – Modified.

All services provided by the Contractor under this Contract must be performed to the State's reasonable satisfaction, as determined at the discretion of the undersigned DCS Deputy Director of Child Welfare Services and in accordance with all applicable federal, state, local laws, ordinances, rules and regulations, as well as in accordance with all applicable DCS Service Standards and all other specifications set forth above in Section 1 [Duties of Contractor] and in the other provisions of this Contract. The State shall not be required to pay for work found to be unsatisfactory, inconsistent with this Contract (including, but not limited to, any applicable accreditation and/or Service Standards and all specifications set forth above in Section 1 [Duties of Contractor]), or performed in violation of any federal, state or local statute, ordinance, rule or regulation.

12. Confidentiality of State Information – Modified.

The Contractor understands and agrees that data, materials, and information disclosed to the Contractor, including, but not limited to, services recipient information received by the Contractor or its subcontractors in administering the terms and provisions of this Contract, may contain confidential and protected information. The Contractor covenants that data, material and information gathered, based upon or disclosed to the Contractor for the purpose of this Contract will not be disclosed to or discussed with third parties without the prior written consent of the State.

The parties acknowledge that the services to be performed by the Contractor for the State under this Contract may require or allow access to data, materials, and information containing Social Security numbers maintained by the State in its computer system or other records. In addition to the covenant made above in this Section and pursuant to 10 IAC 5-3-1(4), the Contractor and the State agree to comply with the provisions of IC § 4-1-10 and IC § 4-1-11. If any Social Security number(s) is/are disclosed by the Contractor, the Contractor agrees to pay the cost of the notice of disclosure of a breach of the security of the system in addition to any other claims and expenses for which it is liable under the terms of this Contract.

13. Continuity of Services – Modified.

- A. The Contractor recognizes that the service(s) to be performed under this Contract are vital to the State and must be continued without interruption and that, upon Contract expiration and/or termination, a successor, either the State or another contractor, may continue them. The Contractor agrees to:
 - (1) Furnish phase-in training, and
 - (2) Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.
- B. The Contractor shall, upon the State's written notice:
 - (1) Furnish phase-in, phase-out services for up to sixty (60) days after this Contract expires and/or is terminated, and
 - (2) Negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the State's approval. The Contractor shall provide sufficient

experienced personnel during the phase-in, phase-out period to ensure that the services called for by this Contract are maintained at the required level of proficiency.

- C. The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this Contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.
- D. The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration and/or termination that result from phase-in, phase-out operations).

14. Debarment and Suspension – Modified.

- A. The Contractor certifies by entering into this Contract that neither it nor its principals nor any of its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State of Indiana. The term “principal” for purposes of this Contract means an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Contractor.
- B. The Contractor certifies that it has verified the state and federal suspension and debarment status for all subcontractors receiving funds under this Contract, including a review of information included at <http://www.oig.hhs.gov/> and <https://www.sam.gov/portal/public/SAM/> (and any designated successor websites), and shall be solely responsible for any recoupment, penalties or costs that might arise from use of a suspended or debarred subcontractor. The Contractor shall immediately notify the State if any subcontractor becomes debarred or suspended, and shall, at the State’s request, take all steps required by the State to terminate its contractual relationship with the subcontractor for work to be performed under this Contract.

15. Default by State.

If the State, sixty (60) days after receipt of written notice, fails to correct or cure any material breach of this Contract, the Contractor may cancel and terminate this Contract and institute measures to collect monies due up to and including the date of termination.

16. Disputes – Modified.

- A. Should any disputes arise with respect to this Contract, the Contractor and the State agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes. The parties agree to use all reasonable efforts to resolve disputes at a local level, including those directly involved in services or administration and their supervisors. The parties may address remaining disputes through a dispute resolution process.
- B. The Contractor agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this Contract that are not affected by the dispute. Should the Contractor fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs incurred by the State or the Contractor as a result of such failure to proceed shall be borne by the Contractor, and the Contractor shall make no claim against the State for such costs.
- C. If a party to the Contract is not satisfied with the progress toward resolving a dispute, the party must notify in writing the other party of this dissatisfaction. Upon written notice, the parties have

ten (10) working days, unless the parties mutually agree to extend this period, following the notification to resolve the dispute. If the dispute is not resolved within ten (10) working days, a dissatisfied party shall submit the dispute in writing according to the following procedure:

If the parties are unable to resolve a contract dispute between them after good faith attempts to do so, a dissatisfied party shall submit the dispute to the Commissioner of the Indiana Department of Administration for resolution. The dissatisfied party shall give written notice to the Commissioner and the other party. The notice shall include: (1) a description of the disputed issues, (2) the efforts made to resolve the dispute, and (3) a proposed resolution. The Commissioner shall promptly issue a Notice setting out documents and materials to be submitted to the Commissioner in order to resolve the dispute; the Notice may also afford the parties the opportunity to make presentations and enter into further negotiations. Within thirty (30) business days of the conclusion of the final presentations, the Commissioner shall issue a written decision and furnish it to both parties. The Commissioner's decision shall be the final and conclusive administrative decision unless either party serves on the Commissioner and the other party, within ten (10) business days after receipt of the Commissioner's decision, a written request for reconsideration and modification of the written decision. If the Commissioner does not modify the written decision within thirty (30) business days, either party may take such other action helpful to resolving the dispute, including submitting the dispute to an Indiana court of competent jurisdiction. If the parties accept the Commissioner's decision, it may be memorialized as a written Amendment to this Contract if appropriate.

- D. The State may withhold payments on disputed items pending resolution of the dispute. Upon resolution of the dispute pursuant to paragraph C of this Section, all payments shall be made within thirty-five (35) calendar days. The unintentional nonpayment by the State to the Contractor of one (1) or more invoices not in dispute in accordance with the terms of this Contract will not be cause for the Contractor to terminate this Contract, and the Contractor may bring suit to collect these amounts without following the disputes procedure contained herein.
- E. With the written approval of the Commissioner of the Indiana Department of Administration, the parties may agree to forego the process described in subdivision C. relating to submission of the dispute to the Commissioner.
- F. This paragraph shall not be construed to abrogate provisions of IC § 4-6-2-11 in situations where dispute resolution efforts lead to a compromise of claims in favor of the State as described in that statute. In particular, releases or settlement agreements involving releases of legal claims or potential legal claims of the state should be processed consistent with IC § 4-6-2-11, which requires approval of the Governor and Attorney General.

17. Drug-Free Workplace Certification.

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

In addition to the provisions of the above paragraph, if the total amount set forth in this Contract is in excess of \$25,000.00, the Contractor certifies and agrees that it will provide a drug-free workplace by:

- A. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in

the Contractor's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;

- B. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) the Contractor's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;
- C. Notifying all employees in the statement required by subparagraph A above that as a condition of continued employment, the employee will (1) abide by the terms of the statement; and (2) notify the Contractor of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- D. Notifying the State in writing within ten (10) days after receiving notice from an employee under subdivision C(2) above, or otherwise receiving actual notice of such conviction;
- E. Within thirty (30) days after receiving notice under subdivision C(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) taking appropriate personnel action against the employee, up to and including termination; or (2) requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and
- F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs A through E above.

18. Employment Eligibility Verification.

As required by IC § 22-5-1.7, the Contractor swears or affirms under the penalties of perjury that the Contractor does not knowingly employ an unauthorized alien. The Contractor further agrees that:

- A. The Contractor shall enroll in and verify the work eligibility status of all his/her/its newly hired employees through the E-Verify program as defined in IC § 22-5-1.7-3. The Contractor is not required to participate should the E-Verify program cease to exist. Additionally, the Contractor is not required to participate if the Contractor is self-employed and does not employ any employees.
- B. The Contractor shall not knowingly employ or contract with an unauthorized alien. The Contractor shall not retain an employee or contract with a person that the Contractor subsequently learns is an unauthorized alien.
- C. The Contractor shall require his/her/its subcontractors, who perform work under this Contract, to certify to the Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. The Contractor agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.

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

19. Employment Option – Modified.

- A. For purposes of this Section 19 of the Contract, the term "employee" includes any persons working on duties which are the subject of this Contract, including, but not limited to, the Contractor's employees working on this Contract, any subcontractors working for the Contractor on this Contract, and any of these subcontractors' employees or subcontractors.

- B. For purposes of this Section, the term "hire" or "hiring" means to hire, to directly contract with, to subcontract with, and/or to procure services through a State managed service provider, State quantity purchase agreement, or its equivalent (as determined by the State).
- C. If the State determines at any time during the term of this Contract (including any extensions thereto) that it would be in the State's best interest to hire an employee of the Contractor, the Contractor will release the selected employee from any non-competition agreements that may be in effect within thirty (30) days of receiving a request for such release from the State. This release will be at no cost to the State or the employee.
- D. The Contractor agrees that the State may initiate conversations about a potential hiring with any employee of the Contractor at any time during the term of this Contract (including any extensions thereto).

20. Force Majeure.

In the event that either party is unable to perform any of its obligations under this Contract or to enjoy any of its benefits because of natural disaster or decrees of governmental bodies not the fault of the affected party (hereinafter referred to as a "Force Majeure Event"), the party who has been so affected shall immediately or as soon as is reasonably possible under the circumstances give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Contract shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Contract.

21. Funding Cancellation – Modified.

- A. It is understood and agreed by the parties that all obligations of the State are contingent upon the availability and continued appropriation of state and federal funds, and in no event shall the State be liable for any payments in excess of available appropriated funds.
- B. If DCS makes a written determination that federal and/or state of Indiana funds are not appropriated or otherwise available to support continuation of performance of this Contract, this Contract shall be immediately canceled upon the Contractor's receipt of a written notice from DCS specifying such determination. Such written notice shall be sent in accordance with the specifications set forth in Section 34. A determination by DCS that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.
- C. As required by Financial Management Circular 2007-1 and IC § 5-22-17-5, when the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Contract, this Contract shall be canceled. A determination by the Director of the State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

22. Governing Law.

This Contract shall be governed, construed, and enforced in accordance with the laws of the State of Indiana, without regard to its conflict of laws rules. Suit, if any, must be brought in the State of Indiana.

23. HIPAA Compliance – Modified.

- A. This Section applies only to the extent that the Contractor receives any protected health information ("PHI"), as referenced in paragraph B below, or any alcohol and drug abuse records (as defined in IC § 16-18-2-12), health records (as defined in IC § 16-18-2-168), or mental health records (as defined

in IC § 16-18-2-226), concerning any individual, in connection with performance of any services under this Contract. Any records included in the above definitions in IC § 16-18-2 are referred to herein as "Health Records."

- B. HIPAA. The Contractor agrees to comply with all applicable requirements of the Health Insurance Portability and Accountability Act of 1996, Title II, Administrative Simplification ("HIPAA"), including amendments signed into law under the American Recovery and Reinvestment Act of 2009 ("ARRA"), in particular, applicable provisions of Title XIII known as the Health Information Technology for Economic and Clinical Health Act ("HITECH"), Subtitle D, in all activities related to this Contract, to maintain compliance during the term of this Contract and after as may be required by federal law, to operate any systems used to fulfill the requirements of this Contract in full compliance with all applicable provisions of HIPAA and to take no action which adversely affects the State's HIPAA compliance.

Terms used, but not otherwise defined, in this Contract shall have the same meaning as those found in the HIPAA Regulations under 45 CFR Parts 160, 162, and 164.

To the extent required by the provisions of HIPAA and regulations promulgated thereunder, the Contractor assures that it will appropriately safeguard all forms of Health Records and/or Protected Health Information (PHI), as defined by the regulations, which is made available to or obtained by the Contractor in the course of its work under this Contract. The Contractor agrees to comply with all applicable requirements of law relating to Health Records and/or PHI with respect to any task or other activity it performs for the State including, as required by the final Privacy and Security regulations:

- (1) Implementing the following HIPAA requirements for any forms of Health Records and/or PHI that the Contractor receives, maintains, or transmits on behalf of the State:
 - (a) Administrative safeguards under 45 CFR § 164.308
 - (b) Physical safeguards under 45 CFR § 164.310
 - (c) Technical safeguards under 45 CFR § 164.312
 - (d) Policies and procedures and documentation requirements under 45 CFR § 164.316;
- (2) Implementing a disaster recovery plan, as appropriate for work conducted for this Contract, which includes mechanisms to recover data and/or alternative data storage sites, as determined by the State to be necessary to uphold integral business functions in the event of an unforeseen disaster;
- (3) Not using or further disclosing Health Records and/or PHI other than as permitted or required by this Contract or by applicable law;
- (4) Immediately reporting to the State representative listed in Section 34(A)(1) [Notice to Parties] any security and/or privacy breach directly relating to the work performed for this Contract of which the Contractor becomes aware;
- (5) Mitigating, to the extent practicable, any harmful effect that is known to the Contractor and immediately reporting to the State representative listed in Section 34(A)(1) [Notice to Parties] any use or disclosure by the Contractor, its agent, employees, subcontractors or third parties, of Health Records and/or PHI obtained under this Contract in a manner not provided for by this Contract or by applicable law of which the Contractor becomes aware;
- (6) Ensuring that any subcontractors or agents to whom the Contractor provides Health Records and/or PHI received from, or created or received by the Contractor, subcontractors or agents on behalf of the State agree to the same restrictions, conditions

and obligations applicable to such party regarding Health Records and/or PHI and agree to implement the required safeguards to protect it;

- (7) Making the Contractor's internal practices, books and records related to the use or disclosure of Health Records and/or PHI received from, or created or received by the Contractor on behalf of the State available to the State at its request or to the Secretary of the United States Department of Health and Human Services ("DHHS") for purposes of determining the State's compliance with applicable law. The Contractor shall immediately notify the State representative listed in Section 34(A)(1) [Notice to Parties] upon receipt by the Contractor of any such request from the Secretary of DHHS or designee, and shall provide the State representative listed in Section 34(A)(1) [Notice to Parties] with copies of any materials made available in response to such a request;
- (8) In accordance with procedures established by the State, making available the information required to provide an accounting of disclosures pursuant to applicable law, if the duties of the Contractor include disclosures that must be accounted for;
- (9) Making available Health Records and/or PHI for amendment and incorporating any amendments to Health Records and/or PHI in accordance with 45 CFR § 164.526, if the Contractor maintains Health Records and/or PHI subject to amendment;
- (10) Make Health Records and/or PHI available to individuals entitled to access and requesting access in compliance with 45 CFR § 164.524 and the duties of the Contractor;
- (11) At the discretion of the State, authorizing termination of this Contract if the Contractor has violated a material provision of this Section; and
- (12) At the termination of the Contract, the Contractor shall return or destroy all Health Records and/or PHI received or created under the Contract. If the State determines return or destruction is not feasible, the protections in this Contract shall continue to be extended to any Health Records and/or PHI maintained by the Contractor for as long as it is maintained.

C. Drug and Alcohol Patient Abuse Records. In the performance of the services listed in this Contract, the Contractor may have access to confidential information concerning the disclosure and use of alcohol and drug abuse patient records. The Contractor understands and agrees that data, materials and information disclosed to the Contractor may contain confidential and protected data, including confidential individual information concerning alcohol and drug abuse patient records. Therefore, the Contractor promises and assures that any such confidential data, material, and information gathered or disclosed to the Contractor for the purposes of this Contract and specifically identified as Confidential Information will not be disclosed or discussed with others without the prior written consent of the State. The Contractor and the State shall comply with applicable requirements under 42 CFR Part 2 and any other applicable federal or state statutory or regulatory requirements. The Contractor shall immediately report any unauthorized disclosures of these records to the State representative listed in Section 34(A)(1) [Notice to Parties].

24. Indemnification– Modified..

The Contractor agrees to indemnify, defend, and hold harmless the State, its agents, officials, and employees from all third party claims and suits including court costs, attorney's fees, and other expenses caused by any act or omission of the Contractor and/or its subcontractors, if any, in the performance of this Contract. The State will not provide indemnification to the Contractor.

Any obligation of Contractor to indemnify and hold harmless DCS shall be limited in substance by the statutes referenced below, designed to protect and limit the exposure and liability of Contractor as an

instrumentality of the State of Indiana or as a qualified health care provider under the Indiana Medical Malpractice Act (Ind. Code § 34-18), including, without limitation, the Indiana Tort Claims Act (Ind. Code § 34-13-3) and its aggregate liability limits and bar to liability for punitive damages and for acts or omissions of others.

25. Independent Contractor; Workers' Compensation Insurance – Modified.

- A. The Contractor is performing as an independent entity under this Contract. No part of this Contract shall be construed to represent the creation of an employment, agency, partnership, or joint venture agreement between the parties. Neither party will assume liability for any injury (including death) to any persons, or damage to any property, arising out of the acts or omissions of the agents, employees, or subcontractors of the other party.
- B. The Contractor shall provide all necessary unemployment and workers' compensation insurance for the Contractor's employees, and shall provide the State with a Certificate of Insurance evidencing such coverage prior to starting work under this Contract.
- C. The Contractor certifies and agrees that the services the Contractor provides under this Contract will be performed in accordance with the following guidelines:
 - (1) **Behavioral control** - The Contractor will be responsible to direct and control its staff with respect to how to carry out its duties under this Contract including:
 - (a) monitoring or providing training on how to perform services and
 - (b) instructions on:
 - when and where to do the work;
 - what tools or equipment to use;
 - what workers to hire or to assist with the work;
 - where to purchase supplies and services;
 - what work must be performed by a specified individual; and
 - what order or sequence to follow.
 - (2) **Financial control** - In carrying out its duties hereunder, the Contractor will be responsible for:
 - (a) all business expenses incurred;
 - (b) any facilities or equipment it requires;
 - (c) managing its resources to meet obligations to the State and any other parties;
 - (d) all employment or contract issues with its staff; and
 - (e) managing any fluctuations in the cost of providing services.
 - (3) **Type of relationship** - The Contractor's relationship with the State:
 - (a) is controlled by this Contract;
 - (b) includes no benefits other than the consideration paid for services rendered;
 - (c) includes no promise of future agreements; and
 - (d) addresses only one aspect of the State's overall mission.

26. Indiana Veteran Owned Small Business Enterprise Compliance. Award of this Contract was based, in part, on the Indiana Veteran Owned Small Business Enterprise ("IVOSB") participation plan, as detailed in the IVOSB Subcontractor Commitment Form, commonly referred to as "Attachment A-1" in the procurement documentation and incorporated by reference herein. Therefore, any changes to this information during the Contract term must be approved by IDOA's Division of Supplier Diversity and may

require an amendment. It is the State's expectation that the Contractor will meet the subcontractor commitments during the Contract term. The following certified IVOSB subcontractor(s) will be participating in this Contract: **NA**

IVOSB	COMPANY NAME	PHONE	EMAIL OF CONTACT PERSON	PERCENT

Briefly describe the IVOSB service(s)/product(s) to be provided under this Contract and include the estimated date(s) for utilization during the Contract term:

A copy of each subcontractor agreement must be submitted to the Division of Supplier Diversity within thirty (30) days of the effective date of this Contract. The subcontractor agreements may be uploaded into Pay Audit (Indiana's subcontractor payment auditing system), emailed to IndianaVeteransPreference@idoa.IN.gov, or mailed to IDOA, 402 W. Washington Street, Room W-462, Indianapolis, IN 46204. Failure to provide a copy of any subcontractor agreement may be deemed a violation of the rules governing IVOSB procurement and may result in sanctions allowable under 25 IAC 9-5-2. Requests for changes must be submitted to IndianaVeteransPreference@idoa.IN.gov for review and approval before changing the participation plan submitted in connection with this Contract.

The Contractor shall report payments made to certified IVOSB subcontractors under this Contract on a monthly basis using Pay Audit. The Contractor shall notify subcontractors that they must confirm payments received from the Contractor in Pay Audit. The Pay Audit system can be accessed on the IDOA webpage at: www.in.gov/idoa/mwbe/payaudit.htm. The Contractor may also be required to report IVOSB certified subcontractor payments directly to the Division of Supplier Diversity, as reasonably requested and in the format required by the Division of Supplier Diversity.

The Contractor's failure to comply with the provisions in this clause may be considered a material breach of the Contract.

27. Information Technology Enterprise Architecture Requirements – Not Applicable.

28. Insurance – Modified.

- A. Contractor will maintain a self-insured trust for worker's compensation, professional liability, and general liability claims, with limits as required by the following statutes: Ind. Code § 34-13-3-4, Ind. Code § 34-18-14, and Ind. Code § 22-3. Such insurance will protect Contractor from claims that arise out of or result from Contractor's performance under this Agreement, whether such performance is by Contractor, a subcontractor, anyone directly or indirectly employed by Contractor or a subcontractor, or anyone for whose acts Contractor or a subcontractor may be responsible.
- B. The Contractor and its subcontractors (if any) shall secure and keep in force during the term of this Contract the following insurance coverages (if applicable), covering the Contractor for any and all claims of any nature which may in any manner arise out of or result from Contractor's performance under this Contract:

- (1) **Cyber Liability.** Cyber Liability insurance addressing risks associated with electronic transmissions, the internet, networks, and informational assets, and having limits of no less than \$1,000,000 in the aggregate.

If requested, the Contractor shall provide proof of such insurance coverage by tendering to the State representative listed in Section 34(A)(1) [Notice to Parties] a certificate of insurance prior to the commencement of this Contract and proof of workers' compensation coverage meeting all statutory

requirements of IC § 22-3-2. In addition, proof of an "all states endorsement" covering claims occurring outside the state of Indiana is required if any of the services provided under this Contract involve work outside of Indiana.

Any obligation of Contractor to indemnify and hold harmless DCS shall be limited in substance by the statutes referenced below, designed to protect and limit the exposure and liability of Contractor as an instrumentality of the State of Indiana or as a qualified health care provider under the Indiana Medical Malpractice Act (Ind. Code § 34-18), including, without limitation, the Indiana Tort Claims Act (Ind. Code § 34-13-3) and its aggregate liability limits and bar to liability for punitive damages and for acts or omissions of others.

C. The Contractor's insurance coverage must meet the following additional requirements:

- (1) The insurer must have a certificate of authority or other appropriate authorization to operate in the state in which the policy was issued.
- (2) Any deductible or self-insured retention amount or other similar obligation under the insurance policies shall be the sole obligation of the Contractor.
- (3) The State will be defended, indemnified and held harmless to the full extent of any coverage actually secured by the Contractor in excess of the minimum requirements set forth above. The duty to indemnify the State under this Contract shall not be limited by the insurance required in this Contract.
- (4) The insurance required in this Contract, through a policy or endorsement(s), shall include a provision that the policy and endorsements may not be canceled or modified without thirty (30) days' prior written notice to the undersigned State agency.
- (5) The Contractor waives and agrees to require their insurer to waive their rights of subrogation against the State of Indiana.

C. Failure to provide insurance as required in this Contract may be deemed a material breach of contract entitling the State to immediately terminate this Contract. The Contractor shall furnish a certificate of insurance and all endorsements to the State representative listed in Section 34(A) (1) [Notice to Parties] before commencement of this Contract.

29. Key Person(s) – Not Applicable.

30. Licensing Standards – Modified.

A. The Contractor, its employees and subcontractors shall comply with all required and applicable licensing standards, certification standards, accrediting standards and any other laws, rules or regulations governing services to be provided by the Contractor pursuant to this Contract. The State will not pay the Contractor for any services performed when the Contractor, its employees or subcontractors are not in compliance with such required and applicable standards, laws, rules or regulations. If any required license, certification, or accreditation expires or is revoked, or any disciplinary action is taken against a required and applicable license, certification, or accreditation, the Contractor shall notify the State immediately and the State, at its option, may immediately terminate this Contract, provided; however, if this Contract is terminated based on a license revocation or other disciplinary action that is reversed or overturned on appeal, this Contract will be immediately reinstated by the State. This paragraph shall not apply to any voluntary accreditation that the Contractor chooses to maintain. If accreditation is not required for the Contractor, noncompliance with voluntary accreditation standards shall not constitute grounds for nonpayment, revocation, or any other disciplinary actions outlined in this Section.

- B. If the required license of any of the Contractor's employees or subcontractors expires or is revoked, the Contractor will immediately prohibit such employee or subcontractor from providing any services that are subject to this Contract, unless the employee or subcontractor is granted a provisional license or is otherwise authorized to continue to provide services. The State may, at its option, terminate this Contract if the Contractor fails to comply with this requirement.

31. Merger & Modification – Modified.

- A. This Contract constitutes the entire agreement between the parties with respect to the subject matter herein. All prior agreements, representations, statements, negotiations, and undertakings are hereby superseded. No understandings, agreements, or representations, oral or written, not specified within this Contract will be valid provisions of this Contract. Except as provided herein, this Contract shall not be modified, supplemented, or amended in any manner.
- B. The Contractor shall notify the State representative listed in Section 34(A)(1) [Notice to Parties] within ten (10) calendar days of any termination of services payable or reimbursable pursuant to this Contract. Such termination of services shall not require the execution of a formal amendment to this Contract, but may be accomplished by written notice from the State to the Contractor acknowledging such termination.
- C. As described in Section 1(A), the purpose of this Contract and all other Child Welfare Services Provider contracts is to select Community-Based Services vendors/providers who can satisfy DCS' need for the provision of a comprehensive array of child welfare services to all eighteen (18) regions and corresponding ninety-two (92) local DCS offices in the state of Indiana. In order to meet this need, the parties anticipate that there may be certain changes that may affect the service/program array which the Contractor is available to offer and that such changes may require an update to **Attachment 1**. Therefore, pursuant to IC 5-22-20, DCS reserves the right to make unilateral changes in the work within the Scope of this Contract. Should the State (on its own or after it considers a request of the Contractor) determine that such change in program availability and/or service code and/or service component and/or their associated rates require modification and such modification requires a revision to the information included in **Attachment 1**, such changes shall not require the execution of a formal amendment to this Contract, but may be accomplished by written notice from the State to the Contractor with an accompanying updated **Attachment 1**, if necessary. This written notice shall become part of this Contract and will be available for review, upon request, at the Indiana Department of Child Services, 302 W. Washington Street, Room E306, Indianapolis, IN 46204, until such time as it is posted electronically on the internet.
- D. With the exception of the modification procedures permitted pursuant to paragraphs B and C of this Section, this Contract may not be modified, supplemented, or amended, except by written agreement signed by all necessary parties.

Nothing herein shall be construed as a commitment to execute future agreements with the Contractor or to extend this Contract in any way.

32. Minority and Women's Business Enterprises Compliance.

Award of this Contract was based, in part, on the Minority and/or Women's Business Enterprise ("MBE" and/or "WBE") participation plan as detailed in the Minority and Women's Business Enterprises Subcontractor Commitment Form, commonly referred to as "Attachment A" in the procurement documentation and incorporated by reference herein. Therefore, any changes to this information during the Contract term must be approved by Division of Supplier Diversity and may require an amendment. It is the State's expectation that the Contractor will meet the subcontractor commitments during the Contract term.

The following Division of Supplier Diversity certified MBE and/or WBE subcontractors will be participating in this Contract: **NA**

MBE or WBE	COMPANY NAME	PHONE	EMAIL OF CONTACT PERSON	PERCENT
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Briefly describe the MBE and/or WBE service(s)/product(s) to be provided under this Contract and include the estimated date(s) for utilization during the Contract term:

A copy of each subcontractor agreement must be submitted to the Division of Supplier Diversity within thirty (30) days of the effective date of this Contract. The subcontractor agreements may be uploaded into Pay Audit (Indiana's subcontractor payment auditing system), emailed to MWBECompliance@idoa.IN.gov, or mailed to Division of Supplier Diversity, 402 W. Washington Street, Room W-462, Indianapolis IN 46204. Failure to provide a copy of any subcontractor agreement may be deemed a violation of the rules governing MBE/WBE procurement and may result in sanctions allowable under 25 IAC 5-7-8. Requests for changes must be submitted to MWBECompliance@idoa.IN.gov for review and approval before changing the participation plan submitted in connection with this Contract.

The Contractor shall report payments made to Division of Supplier Diversity certified subcontractors under this Contract on a monthly basis using Pay Audit. The Contractor shall notify subcontractors that they must confirm payments received from the Contractor in Pay Audit. The Pay Audit system can be accessed on the IDOA webpage at: www.in.gov/idoa/mwbe/payaudit.htm. The Contractor may also be required to report Division of Supplier Diversity certified subcontractor payments directly to the Division, as reasonably requested and in the format required by the Division of Supplier Diversity.

The Contractor's failure to comply with the provisions in this clause may be considered a material breach of the Contract.

33. Nondiscrimination.

Pursuant to the Indiana Civil Rights Law, specifically IC § 22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the Contractor covenants that it shall not discriminate against any employee or applicant for employment relating to this Contract with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee'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"). The Contractor certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services. Breach of this paragraph may be regarded as a material breach of this Contract, but nothing in this paragraph shall be construed to imply or establish an employment relationship between the State and any applicant or employee of the Contractor or any subcontractor.

The State is a recipient of federal funds, and therefore, where applicable, the Contractor and any subcontractors shall comply with requisite affirmative action requirements, including reporting, pursuant to 41 CFR Chapter 60, as amended, and Section 202 of Executive Order 11246 as amended by Executive Order 13672.

34. Notice to Parties – Modified.

A. Whenever any notice, statement or other communication is required under this Contract, it will be

sent by E-mail or first-class U.S. mail services to the following addresses, unless otherwise specifically advised.

- (1) Notices to the State shall be sent and/or e-mailed to:

Deputy Director of Child Welfare Services Indiana Department of Child Services
302 W. Washington Street, E306-MS 47
Indianapolis, IN 46204
E-mail: ChildWelfarePlan@dcs.in.gov (or designated successor's email)

- (2) Notices to the Contractor shall be sent and/or e-mailed to:

Ryan Dearth, Grants Administrator
Health & Hospital Corporation of Marion County
720 Eskenazi Avenue
Indianapolis, IN 46202
E-mail address: rdearth@hhcorp.org

- B. Notice of any change in the person or address to whom notices should be sent and/or e-mailed, as specified in paragraph A of this Section, shall be given to the other party in the manner provided in paragraph A of this Section.
- C. As required by IC § 4-13-2-14.8, payments to the Contractor shall be made via electronic funds transfer in accordance with instructions filed by the Contractor with the Indiana Auditor of State.

35. Order of Precedence; Incorporation by Reference – Modified.

Any inconsistency or ambiguity in this Contract shall be resolved by giving precedence in the following order: (1) this Contract; (2) any written notices given by the State to the Contractor (including any attachments thereto) pursuant to Section 31 of this Contract; (3) the most current form of DCS' Service Standards, DCS' Child Welfare Principles, and the Assurances (which are described in Section 1(C) of this Contract); (4) the Community-Based Services RFP; and (5) the Contractor's RFP Response. All attachments, and all documents referred to in this paragraph, are hereby incorporated fully by reference.

36. Ownership of Documents and Materials – Modified.

- A. All documents, records, programs, applications, data, algorithms, film, tape, articles, memoranda, and other materials (the "Materials") not developed or licensed by the Contractor prior to execution of this Contract, but specifically developed under this Contract shall be considered "work for hire" and the Contractor hereby transfers and assigns any ownership claims to the State so that all Materials will be the property of the State. If ownership interest in the Materials cannot be assigned to the State, the Contractor grants the State a non-exclusive, non-cancelable, perpetual, worldwide royalty-free license to use the Materials and to use, modify, copy and create derivative works of the Materials.
- B. Use of the Materials, other than related to contract performance by the Contractor, without the prior written consent of the State, is prohibited. The Contractor shall provide the State full, immediate, and unrestricted access to the Materials and to Contractor's work product during the term of this Contract.
- C. The Contractor shall grant the State shared access to all documents, including child files, records, programs, data, film, tape, articles, memoranda, and other materials related to this Contract. The Contractor shall provide the State full, immediate, and unrestricted access to such documents and materials during the term of this Contract and as necessary thereafter.

- D. During the performance of this Contract, the Contractor shall be responsible for any loss of or damage to any of the above-referenced materials developed for or supplied by the State and/or used to develop or assist in the services provided while the materials are in the possession of the Contractor. Any loss or damage thereto shall be restored at the Contractor's expense. The Contractor shall also be responsible for preserving and protecting the ownership and property rights of the State in all work in progress and other property to which the State is entitled hereunder, while the property is in the control or custody of the Contractor.

37. Payments and Fiscal Requirements – Modified.

- A. All payments shall be made in thirty-five (35) days in arrears in conformance with State fiscal policies and procedures and, as required by IC § 4-13-2-14.8, the direct deposit by electronic funds transfer to the financial institution designated by the Contractor in writing unless a specific waiver has been obtained from the Indiana Auditor of State. No payments will be made in advance of receipt of the goods or services that are the subject of this Contract except as permitted by IC § 4-13-2-20. If the Contractor prefers not to have any interest calculated on payments made by the State as permitted by Indiana law and referenced below in Section 38 [Penalties/Interest/Attorney's Fees], the Contractor may send a letter indicating such preference to the Indiana Auditor of State with a copy to DCS.
- B. The Contractor shall submit invoices/claim forms and all supporting documentation as may be required by DCS for payment pursuant to this Contract. DCS will notify the Contractor of any change in invoice/claim procedure, and the Contractor shall use whatever invoice/claim forms and documentation are required by DCS' then current procedure and shall submit the appropriate invoices/claim forms and documentation to DCS, as directed. Invoices/claim forms may be submitted monthly for services performed during the calendar month(s) preceding the date of the invoice. Payment will be due not later than thirty-five (35) days after the date Contractor's invoice is received by DCS, together with a properly prepared invoice/claim voucher and any required documentation as approved by DCS. However, the payment due date shall not apply to any invoice/claim that is disapproved or returned to the Contractor by DCS for revision or additional documentation, within thirty-five (35) days after the date it is received by DCS. The Contractor's invoice must be dated no earlier than the later of (a) the first date the Contractor is entitled to submit an invoice/claim for payment under the applicable provision of this Contract, or (b) one day before the date the invoice and accompanying claim documentation is delivered or mailed to DCS.
- C. An invoice will not be deemed to be properly prepared as required above in paragraph B if it is not received within ten (10) business days of the date included on the invoice (the "Invoice Date"). Any invoices submitted more than ten (10) business days after the Invoice Date will be deemed improperly prepared and will not be paid. DCS shall return such improperly prepared invoices to the Contractor for revision and such invoices must be resubmitted by the Contractor with a current Invoice Date in order to be processed for payment.
- D. At a minimum and unless otherwise directed by DCS, all claims submitted by the Contractor must be submitted with appropriate documentation attached showing completion of the service units for which the Contractor is requesting payment under this Contract and the applicable referral form. Documentation shall specify the program and services provided for each client for whom the claim is submitted, the name of the client, the dates on which the services were provided, and the payment rate applicable to the client, program, and services provided based on the rates established and approved for the particular program services as provided in this Contract (including any exhibits/attachments thereto or web links referenced therein).
- E. As described in Section 2(B)(5), the Contractor must bill any available payment source, including, but not limited to, Medicaid, Medicare, and/or private insurance, prior to submitting a properly prepared invoice/claim to DCS.

- F. A properly prepared invoice/claim must be submitted to DCS within ninety (90) calendar days after the date services are provided or costs incurred pursuant to this Contract. DCS may elect to deny payment of any invoices/claims that are not timely submitted as required in this paragraph. In the event the Contractor delays submitting a claim for which it expects third-party reimbursement, the Contractor may submit a written explanation to DCS as to why the claim was not timely submitted. If the claim was delayed because of billing Medicaid, Medicare, or private insurance for reimbursement that was denied, the explanation must include the specific reason(s) for denial. If DCS deems that such written explanation described above is satisfactory, DCS shall pay otherwise valid claims. In the event that Medicaid, Medicare or private insurance has denied reimbursement because the Contractor failed to provide adequate documentation for an otherwise reimbursable claim, DCS will only be liable to pay the amount it would have paid had Medicaid, Medicare, or private insurance approved the claim.
- G. Approval and payment of final invoices/claims will be conditioned upon receipt and approval of all State-required documentation. As State claiming or recordkeeping systems change, the Contractor may need to modify its systems to be compatible with State systems. The State will provide reasonable advance notice of any such changes.
- H. If the Contractor is being paid in advance for the maintenance of equipment software or a service as a subscription, then pursuant to IC § 4-13-2-20(b)(14), the Contractor agrees that if it fails to fully provide or perform under this Contract, upon receipt of written notice from the State, it shall promptly refund the consideration paid, pro-rated through the date of non-performance.

38. Penalties/Interest/Attorney's Fees

The State will in good faith perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest or attorney's fees, except as permitted by Indiana law, in part, IC § 5-17-5, IC § 34-54-8, IC § 34-13-1 and IC § 34-52-2.

Notwithstanding the provisions contained in IC § 5-17-5, any liability resulting from the State's failure to make prompt payment shall be based solely on the amount of funding originating from the State and shall not be based on funding from federal or other sources.

39. Progress Reports.

The Contractor shall submit progress reports to the State upon request. The report shall be oral, unless the State, upon receipt of the oral report, should deem it necessary to have it in written form. The progress reports shall serve the purpose of assuring the State that work is progressing in line with the schedule, and that completion can be reasonably assured on the scheduled date.

40. Public Record.

The Contractor acknowledges that the State will not treat this Contract as containing confidential information and the State will post this Contract on the transparency portal as required by Executive Order 05-07 and IC § 5-14-3.5-2. Use by the public of the information contained in this Contract shall not be considered an act of the State.

41. Renewal Option – Modified.

This Contract may be renewed under the same terms and conditions, subject to the approval of the Commissioner of the Department of Administration and the State Budget Director in compliance with IC § 5-22-17-4. The term of the renewed contract may not be longer than two (2) years for a total Contract term of no longer than four (4) years.

42. Severability.

The invalidity of any Section, subsection, clause or provision of this Contract shall not affect the validity of the remaining Sections, subsections, clauses or provisions of this Contract.

43. Substantial Performance.

This Contract shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any written amendments or supplements.

44. Taxes– Modified.

The State and Contractor are exempt from most state and local taxes and many federal taxes. The State will not be responsible for any taxes levied on the Contractor as a result of this Contract. Contractor is a political subdivision of the State of Indiana, is exempt from taxes.

45. Termination for Convenience.

This Contract may be terminated, in whole or in part, by the State, which shall include and is not limited to the IDOA and the State Budget Agency, whenever, for any reason, the State determines that such termination is in its best interest. Termination of services shall be effected by delivery to the Contractor of a Termination Notice at least thirty (30) days prior to the termination effective date, specifying the extent to which performance of services under such termination becomes effective. The Contractor shall be compensated for services properly rendered prior to the effective date of termination. The State will not be liable for services performed after the effective date of termination. The Contractor shall be compensated for services herein provided but in no case shall total payment made to the Contractor exceed the original contract price or shall any price increase be allowed on individual line items if canceled only in part prior to the original termination date. For the purposes of this paragraph, the parties stipulate and agree that IDOA") shall be deemed to be a party to this Contract with authority to terminate the same for convenience when such termination is determined by the Commissioner of IDOA to be in the best interests of the State.

46. Termination for Default and Termination or Suspension for Additional Reasons – Modified.

A. Termination for Default

- (1) With the provision of thirty (30) days' notice to the Contractor, the State may terminate this Contract in whole or in part if the Contractor fails to:
 - (a) Correct or cure any breach of this Contract; the time to correct or cure the breach may be extended beyond thirty (30) days if the State determines progress is being made and the extension is agreed to by the parties;
 - (b) Deliver the supplies or perform the services within the time specified in this Contract or any extension;
 - (c) Make progress so as to endanger performance of this Contract; or
 - (d) Perform any of the other provisions of this Contract.
- (2) If the State terminates this Contract in whole or in part, it may acquire, under the terms and in the manner the State considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the State for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.
- (3) The State shall pay the contract price for completed supplies delivered and services accepted. The Contractor and the State shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause of this Contract. The State may withhold from these amounts any sum the State determines to

be necessary to protect the State against loss because of outstanding liens or claims of former lien holders.

- (4) The rights and remedies of the State in this clause are in addition to any other rights and remedies provided by law or equity or under this Contract.
- B. Termination for Endangering Life, Health, or Safety of Any Person. If the State determines that any breach of this Contract by the Contractor endangers the life, health, or safety of any person, the State may terminate this Contract by orally notifying the Contractor of the termination, followed by the mailing of written notification thereof within three (3) business days. Termination pursuant to this paragraph shall become effective at the time of the oral notification.
- C. Termination for Certain Business Changes, Assignments, and Bankruptcy. The Contractor agrees that the State may terminate this Contract immediately if the Contractor (1) ceases doing business; (2) assigns, transfers or delegates any of its duties and responsibilities for performance of this Contract to any other person or entity without prior written approval of the State; (3) changes or reorganizes its business in a manner which substantially impairs the ability of the Contractor to perform the services described in this Contract and its exhibits/attachments; (4) attempts to assign, transfer, convey or encumber this Contract in any way except as expressly authorized pursuant to the conditions of this Contract; and/or (5) if an order for relief is entered upon a voluntary or involuntary petition by or against the Contractor under any provision of Title 11, United States Code, and the trustee or debtor-in-possession does not timely assume all obligations of this Contract to be performed by the Contractor, as provided in 11 U.S.C. § 365, or in the event of appointment of a receiver for the Contractor or execution of an assignment for the benefit of creditors of the Contractor. Any notice of termination pursuant to this paragraph shall be provided in writing to the Contractor.
- D. Termination for Change in Legal Status. The Contractor shall provide written notice to the State of any change in the Contractor's legal name or legal status including, but not limited to, a sale or dissolution of the Contractor's business. **When possible, DCS requests such notice ninety (90) days prior to the change in legal status in order to reduce the risk of an interruption in services occurring.** The State reserves the right to terminate this Contract should the Contractor's legal status change in any way. Termination pursuant to this paragraph shall be effective from the date of the change in the Contractor's legal status.
- E. Termination for Additional Reasons Stated in this Contract. This Contract is also subject to termination or suspension as stated in any other Section of this Contract, including, but not limited to: Section 1(T) (Reports and Records Concerning Services); Section 7 (Audits and Monitoring); Section 10 (Compliance with Laws); Section 15 (Default by State); Section 17 (Drug-Free Workplace Certification); Section 18 (Employment Eligibility Verification); Section 20 (Force Majeure); Section 21 (Funding Cancellation); Section 23 (HIPAA Compliance); Section 28 (Insurance); Section 30 (Licensing Standards); Section 33 (Nondiscrimination); Section 45 (Termination for Convenience); Section 52 (Conflict of Interest); and Section 53 (Criminal and Background Checks).
- F. State Only Liable for Payment for Services Properly Provided Prior to Termination. If this Contract is terminated for any reason, the State shall only be liable for payment for services properly provided prior to the effective date of termination with the exception, as set forth above in Section 13(D) and only if applicable, that the State shall reimburse the Contractor for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration and/or termination that result from phase-in, phase-out operations). The State shall not be liable for any costs incurred by the Contractor in reliance upon this Contract subsequent to the effective date of termination except as provided in Section 13(D).

47. Travel – Modified.

All expenses for travel (including transportation, mileage, per diem, and any other incidental expenses) of the Contractor or any of its employees, in relation to the provision or performance of any services

described in this Contract, are included in the service rates approved by DCS and in **Attachment 1** and paid in accordance with the specifications outlined in Section 1(G). The State will not reimburse the Contractor separately for any travel expenses.

48. Waiver of Rights – Modified.

No right conferred on either party under this Contract shall be deemed waived, and no breach of this Contract excused, unless such waiver is in writing and signed by the party claimed to have waived such right. Neither the State's review, approval or acceptance of, nor payment for, the services required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the Contractor shall be and remain liable to the State in accordance with applicable law for all damages to the State caused by the Contractor's negligent performance of any of the services furnished under this Contract. No waiver by the State of any breach of any provision of this Contract shall constitute a waiver of any prior, concurrent, or subsequent breach of the same or any other provisions hereof.

49. Work Standards – Modified.

The Contractor shall execute its responsibilities by following and applying at all times the highest professional and technical guidelines and standards applicable to the services it provides pursuant to this Contract. The Contractor is responsible for ensuring that its employees, agents, and any subcontractors conform to the professional and technical guidelines and standards applicable to all services and programs that the Contractor provides under this Contract. If the State becomes dissatisfied with the work product of or the working relationship with those individuals assigned to work on this Contract and/or those individuals assigned to provide any of the services pursuant to this Contract, the State may request in writing the replacement of any or all such individuals, and the Contractor shall grant such request.

50. Reserved.

51. Reserved.

52. Conflict of Interest – Added.

A. Paragraphs B through E of this Section apply if the Contractor is an individual, a corporation that issues stock to individuals representing ownership shares of the corporation, a partnership, a limited liability company, or any other form of business organization or association the members or owners of which could receive a personal financial benefit or increase in personal net worth attributable to income or profits received by the organization (exclusive of compensation in the form of salary or wages paid for services rendered to the organization). This Section, other than Paragraph F, does not apply if the Contractor is a nonprofit corporation, a school or university that is not organized or operated for the financial benefit or profit of individual owners, or an agency of a political subdivision or other governmental organization.

B. As used in this Section:

"Immediate family" means the spouse and the unemancipated children of an individual.

"Interested party" means:

- (1) The individual executing this Contract;
- (2) An individual who has an interest of three percent (3%) or more of the Contractor, if the Contractor is not an individual; or
- (3) Any member of the immediate family of an individual specified under subdivision 1 or 2.

"Department" means the Indiana Department of Administration.

"Commission" means the State Ethics Commission.

- C. The Department may cancel this Contract without recourse by the Contractor if any interested party is an employee of the state of Indiana.
- D. The Department will not exercise its right of cancellation under paragraph C above if the Contractor gives the Department an opinion by the Commission indicating that the existence of this Contract and the employment by the state of Indiana of the interested party does not violate any statute or rule relating to ethical conduct of state of Indiana employees. The Department may take action, including cancellation of this Contract, consistent with an opinion of the Commission obtained under this Section.
- E. The Contractor has an affirmative obligation under this Contract to disclose to the Department when an interested party is or becomes an employee of the state of Indiana. The obligation under this Section extends only to those facts which the Contractor knows or reasonably could know.
- F. The Contractor acknowledges and agrees that no employee, agent, representative, or subcontractor of the Contractor who may be in a position to participate in the decision-making process of the Contractor or its subcontractors may derive an inappropriate personal or financial interest or benefit from any activity funded through this Contract, either for himself or herself or for those with whom he or she has family or business ties.

53. Criminal and Background Checks – Added.

To ensure Contractor remains in compliance with the Contract, Contractor shall be responsible for modifying its practices to comply with all applicable federal and state laws, administrative letters, DCS Policies 13.3 and 13.4, which includes, but are not limited to the following:

- A. This Section applies to all directors/chief executive officers, facility managers, licensing applicants and other heads of agencies, by whatever title, and each employee or volunteer (including interns) of the Contractor or any subcontractor or subcontractor's employee who performs any service or activity pursuant to this Contract ("Covered Personnel"). The Contractor (referred to in this Section as Provider) shall be responsible for performing and ensuring Covered Personnel undergo all checks of local criminal records and backgrounds required by law, this Contract, Administrative Letter, and applicable DCS policies found at <https://www.in.gov/dcs/2354.htm> (or successor website) ("Required Checks"). Any person who might serve as a substitute for a Covered Personnel position, even in emergency circumstances, shall undergo the Required Checks for that position. All Required Checks must be completed and all outstanding issues resolved *prior* to the Covered Personnel commencing contractual duties. The Provider has an ongoing obligation to conduct Required Checks for employees, volunteers, interns, subcontractors, and subcontractor's employees who join the Provider or subcontractor(s) after this Contract begins. Such persons may not provide any services that involve children or their records before the requisite checks have been completed and all outstanding issues resolved.
- B. The Required Checks will be conducted in the same manner as required in accordance with IC § 31-27-3-3, subsections (e)(1) and (f) for licensed residential child caring institutions, with respect to IC § 31-27-3-4, subsections (e)(1) and (f) for group homes. As applicable laws and DCS' policies and practices are updated periodically, the Provider shall comply with the most current laws and DCS' policies. Upon written request, DCS will furnish the Provider with information on updates and any changes in policy or procedure.
- C. The Provider shall maintain records of information it gathers and receives on Covered Personnel checked pursuant to this Section, and such records shall be provided to the DCS or be made available for inspection by authorized representatives of the DCS upon request.

- D. At the time the Contractor submits this Contract for signature, and annually upon the anniversary of the effective date of this Contract, the Provider shall collect, verify, and make available to the DCS all documentation demonstrating the Required Checks of Covered Personnel have been completed and are compliant with the then-existing law and DCS policy. The Provider shall furnish any documentation related to these Required Checks as DCS requests.
- E. In order to allow DCS to evaluate the results and to make determinations regarding qualifications, national fingerprint-based criminal history checks relating to Covered Personnel are required to be conducted through DCS' approved fingerprint vendor in accordance with the terms and conditions stated in IC §§ 10-13-3-38.5 and 39. The results of the national fingerprint-based criminal history checks will be returned to DCS as an authorized entity to receive the results. DCS will inform the Provider whether the report it receives concerning the subject of a check shows any record that would be grounds for denial of his/her ability to provide services and/or perform activities pursuant to this Contract. If any Covered Personnel receive a response of conditionally disqualified or disqualified, further follow up is required. If the result is disqualified, then the individual may be eligible for a waiver. The Provider should contact the DCS' background check unit to determine if the individual is eligible and to apply for the waiver. DCS will not release to the Provider any criminal history record information ("CHRI") contained in any report that it receives from the Federal Bureau of Investigation ("FBI") through the Indiana State Police ("ISP"). If the Provider requests a waiver of criminal history, DCS will inform the Provider of the decision on the waiver request.
- F. In the event a criminal history or background check required herein produces any record concerning the subject of a check that would be a ground for denial of his or her ability to provide services and/or perform activities pursuant to this Contract and the Provider chooses to retain such employee or volunteer, that decision may be considered a material breach of this Contract.
- G. The Provider will be responsible for payment of all fees required to be paid for conducting any check required under this Section, whether the check is conducted by the Provider or by DCS. Any fees paid by DCS on behalf of the Provider may be offset against any claim for payment submitted by the Provider under this Contract.

54. Purchase and Disposal of Property – Added.

- A. As used in this Contract, "equipment" means tangible, non-expendable, personal property having a useful life of more than one (1) year and having a unit acquisition cost of \$5,000.00 or more. The Contractor will not expend any funds provided by the State pursuant to this Contract for the purchase or maintenance of equipment.
- B. As used in this Contract, "supplies" includes all tangible personal property other than equipment that is purchased or acquired by the Contractor through expenditure of funds provided to the Contractor by the State pursuant to this Contract. If the Contractor has in its possession, upon expiration or termination of this Contract, unused supplies having a total aggregate fair market value exceeding \$5,000.00, the Contractor may retain those supplies for use in any continuation of the program or activities funded pursuant to this Contract that is supported by a federal funding source, or any other program or activity that is supported by a grant or contract from the State that is funded in whole or in part by a federal agency.
- C. If all or any portion of supplies having a total aggregate fair market value at expiration or termination of this Contract exceeding \$5,000.00 are not needed or used for a purpose described in paragraph B above, the Contractor may retain those supplies for other uses or sell them. In either case, the Contractor shall reimburse the State for its proportionate share of the value or sale proceeds of the supplies, in the amount determined in accordance with 45 CFR 74.34(g).

- D. If the total aggregate fair market value of supplies in the Contractor's possession upon expiration or termination of this Contract is \$5,000.00 or less, the Contractor may retain or dispose of those supplies for its own use, without further obligation to account to the State for their disposition or proceeds thereof.
- E. The Contractor shall retain all records relating to the purchase and disposal of supplies during the term of this Contract and for a period of four (4) years from the date the Contractor submits any final financial status or final program report to the State, or one (1) year from the resolution of any outstanding administrative, program, or fiscal audit question, or legal action, whichever is later.

55. Reserved.

56. Fees – Added.

The Contractor and its subcontractors shall impose no fees upon the recipients of any services provided through this Contract except as explicitly authorized by the State.

57. Environmental Tobacco Smoke – Added.

The Contractor agrees to comply with all provisions of 20 U.S.C. § 6081 *et seq.*, and any regulations promulgated thereunder. In particular, the Contractor agrees that it will require that smoking be prohibited in any portion of an indoor facility, other than a private residence, regularly used for the provision of services to children under the age of eighteen (18), and that it will comply with all applicable requirements of the statute and regulations. The Contractor further agrees that it will require the language of this condition to be included in any subcontracts which contain provisions for services to children.

58. Lobbying Activities – Added.

- A. Pursuant to 31 U.S.C. § 1352, and any regulations promulgated thereunder, the Contractor hereby assures and certifies, to the best of its knowledge and belief, that no federally appropriated funds have been paid, or will be paid, by or on behalf of the Contractor, 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, 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 Contract, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying". If the Contractor is required to submit Standard Form-LLL, the form and instructions for preparation of the form may be obtained from the State.
- C. The Contractor shall require that the language of this certification be included in any subcontracts and that all subcontractors shall certify and disclose accordingly.
- D. The foregoing certification is a material representation of fact upon which reliance was or will be placed when entering into this Contract and any transactions with the State. Submission of this certification is a prerequisite for making or entering into any transaction as imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

59. Religious or Political Activities – Added.

- A. The State and the Contractor agree that services provided pursuant to this Contract shall be non-sectarian in nature and that religious activities shall not be included in any activities to be conducted hereunder. The Contractor agrees that, if it otherwise conducts religious activities as part of its organization, any inherently religious activities must be offered separately, in time or location, from the programs or services funded with direct federal financial assistance and participation must be voluntary for beneficiaries of the programs or services funded with such assistance.
- B. The Contractor certifies that any funding provided by the State pursuant to this Contract shall not be used to further any type of political or voter activity.

60. Buy American – Added.

The State and the Contractor agree that, to the greatest extent applicable, all equipment and products purchased with funds provided by the State pursuant to this Contract shall be American-made.

61. Survival – Added.

All terms of this Contract which, by their nature, are intended to survive termination, in whole or in part, and/or expiration of this Contract will survive termination, in whole or in part, and/or expiration of this Contract, including, but not limited to, the following Sections: Section 1(T). Reports and Records Concerning Services; Section 1(U). Eligibility and Appeals; Section 1(V). Delivery of Documents, Files, Data, Studies or Reports to the State Upon Termination or Expiration of this Contract; Section 4. Access to Records; Section 6. Assignment of Antitrust Claims; Section 7. Audits and Monitoring; Section 12. Confidentiality of State Information; Section 13. Continuity of Services; Section 16. Disputes; Section 19. Employment Option; Section 22. Governing Law; Section 23. HIPAA Compliance; Section 24. Indemnification; Section 36. Ownership of Documents and Materials; Section 37. Payments and Fiscal Requirements; Section 38. Penalties/Interest/Attorney's Fees; Section 40. Public Record; Section 45. Termination for Convenience; Section 46. Termination for Default and Termination or Suspension for Additional Reasons; Section 47. Travel; Section 48. Waiver of Rights; Section 53. Criminal and Background Checks; Section 54. Purchase and Disposal of Property; and Section 58. Lobbying Activities. The above list of Sections surviving the termination and/or expiration of this Contract is not exhaustive and there are other provisions of this Contract which shall survive the termination, in whole or in part, and/or expiration of this Contract.

62. State Boilerplate Affirmation Clause.

I swear or affirm under the penalties of perjury that I have not altered, modified, changed or deleted the State's standard contract clauses (as contained in the 2022 OAG/IDOA *Professional Services Contract Manual* or the 2022 *SCM Template*) in any way except as follows:

- 5. **Assignment; Successors; and Subcontracting - modified;**
- 7. **Audits and Monitoring - modified;**
- 9. **Changes in Work – modified;**
- 10. **Compliance with Laws - modified;**
- 11. **Condition of Payment – modified;**
- 12. **Confidentiality of State Information - modified;**
- 13. **Continuity of Services – modified;**
- 14. **Debarment and Suspension – modified;**
- 16. **Disputes – modified;**
- 19. **Employment Option – modified;**
- 21. **Funding Cancellation – modified;**
- 23. **HIPAA Compliance – modified;**
- 24. **Indemnification – modified;**
- 25. **Independent Contractor; Workers' Compensation Insurance – modified;**

27. Information Technology Enterprise Architecture Requirements – not applicable;
28. Insurance - modified;
29. Key Person(s) – deleted;
30. Licensing Standards – modified;
31. Merger & Modification – modified;
34. Notice to Parties - modified;
35. Order of Precedence; Incorporation by Reference - modified;
36. Ownership of Documents and Materials – modified;
37. Payments and Fiscal Requirements - modified;
41. Renewal Option – modified;
44. Taxes – modified;
46. Termination for Default and Termination or Suspension for Additional Reasons – modified;
47. Travel – modified;
48. Waiver of Rights – modified;
49. Work Standards – modified;
50. Reserved;
51. Reserved;
52. Conflict of Interest – added;
53. Criminal and Background Checks – added;
54. Purchase and Disposal of Property – added;
55. Reserved;
56. Fees – added;
57. Environmental Tobacco Smoke – added;
58. Lobbying Activities – added;
59. Religious or Political Activities – added;
60. Buy American – added; and
61. Survival – added.

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Non-Collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Contractor, or that the undersigned is the properly authorized representative, agent, member or officer of the Contractor. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Contractor, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Contract other than that which appears upon the face hereof. **Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC § 4-2-6-1, has a financial interest in the Contract, the Contractor attests to compliance with the disclosure requirements in IC § 4-2-6-10.5.**

Agreement to Use Electronic Signatures

I agree, and it is my intent, to sign this Contract by accessing State of Indiana Supplier Portal using the secure password assigned to me and by electronically submitting this Contract to the State of Indiana. I understand that my signing and submitting this Contract in this fashion is the legal equivalent of having placed my handwritten signature on the submitted Contract and this affirmation. I understand and agree that by electronically signing and submitting this Contract in this fashion I am affirming to the truth of the information contained therein. I understand that this Contract will not become binding on the State until it has been approved by the Department of Administration, the State Budget Agency, and the Office of the Attorney General, which approvals will be posted on the Active Contracts Database:

<https://secure.in.gov/apps/idoa/contractsearch/>

In Witness Whereof, the Contractor and the State have, through their duly authorized representatives, entered into this Contract. The parties, having read and understood the foregoing terms of this Contract, do by their respective signatures dated below agree to the terms thereof.

The Health and Hospital Corporation
of Marion County
By: *Paul F. Balcock*
2D5F21A9F38B4D7...

Title: President/CEO

Date: 8/18/2023 | 15:40 EDT

Indiana Department of Child Services
By: *Aaron Nicholas Atwell - 00502*
8A6BCB244857475...

Title: Chief of Staff

Date: 8/21/2023 | 10:31 EDT

Electronically Approved by: Department of Administration By: _____ (for) Rebecca Holw erda, Commissioner	
Electronically Approved by: State Budget Agency By: _____ (for) Zachary Q. Jackson, Director	Electronically Approved as to Form and Legality by: Office of the Attorney General By: _____ (for) Theodore E Rokita, Attorney General

Attachment 1
Services and Rates Schedule

Provider Name: HEALTH & HOSPITAL CORP OF MARION COUNTY

Contract Number: 000000000000000000074192

Child Mental Health Initiative

Code	Service Category	Start Date	End Date	Payment Rate	Unit
10948.11811	ADDICTION COUNSELING GROUP SETTING PER HOUR	07/01/2023	06/30/2027	\$14.58	HOURL
10948.11810	ADDICTION COUNSELING, INDIVIDUAL SETTING PER HOUR	07/01/2023	06/30/2027	\$58.32	HOURL
10948.11803	ASSESSMENT	07/01/2023	06/30/2027	\$77.72	ASSESSMENT
10948.1151	CASE MANAGEMENT	07/01/2023	06/30/2027	\$14.53	15min
10948.11807	CHILD AND ADOLESCENT INTENSIVE RESILIENCY SERVICES (CAIRS), PER HOUR	07/01/2023	06/30/2027	\$14.62	HOURL
10948.11794	COUNSELING-FAMILY, PER HOUR	07/01/2023	06/30/2027	\$90.65	HOURL
10948.11795	COUNSELING-GROUP, PER HOUR	07/01/2023	06/30/2027	\$41.32	HOURL
10948.11793	COUNSELING-INDIVIDUAL, PER HOUR	07/01/2023	06/30/2027	\$90.65	HOURL
10948.11806	CRISIS INTERVENTION, PER 15 MINUTES	07/01/2023	06/30/2027	\$33.72	15min
10948.11801	GROUP- COMMUNITY BASED COUNSELING AND THERAPY, PER 15 MINUTES	07/01/2023	06/30/2027	\$7.16	15min
10948.11813	HABILITATION , PER 15 MINUTES	07/01/2023	06/30/2027	\$19.26	15min
10948.11800	INDIVIDUAL&FAMILY-COMMUNITY BASED COUNSELING AND THERAPY, PER 15 MINUTES	07/01/2023	06/30/2027	\$28.65	15min
10948.11802	INTENSIVE OUTPATIENT TREATMENT (IOT), PER 3 HR SESSION	07/01/2023	06/30/2027	\$299.22	SESSION
10948.11798	MEDICATION EVALUATION PER HOUR	07/01/2023	06/30/2027	\$159.53	HOURL
10948.11805	MEDICATION TRAINING AND SUPPORT GROUP SETTING, PER 15 MINUTES	07/01/2023	06/30/2027	\$3.35	15min
10948.11804	MEDICATION TRAINING AND SUPPORT INDIVIDUAL SETTING PER 15 MINUTES	07/01/2023	06/30/2027	\$18.62	15min
10948.11797	NEUROPSYCHOLOGICAL TESTING PER HOUR	07/01/2023	06/30/2027	\$91.67	HOURL
10948.11799	ONGOING MEDICATION EVALUATION PER HOUR	07/01/2023	06/30/2027	\$159.53	HOURL
10948.11796	PSYCHOLOGICAL TESTING HOUR	07/01/2023	06/30/2027	\$143.21	HOURL
10948.11814	RESPIRE, PER 15 MINUTES (LESS THAN 7 HOURS)	07/01/2023	06/30/2027	\$6.09	15min
10948.11815	RESPIRE, PER DAY (7 HOURS OR MORE)	07/01/2023	06/30/2027	\$243.77	DAY
10948.11809	SKILLS TRAINING AND DEVELOPMENT, GROUP SETTING, PER 15 MINUTES	07/01/2023	06/30/2027	\$4.71	15min

10948.11808	SKILLS TRAINING AND DEVELOPMENT, INDIVIDUAL SETTING, PER 15 MINUTES	07/01/2023	06/30/2027	\$26.14	15min
10948.11816	TRAINING AND SUPPORT FOR UNPAID CAREGIVERS, PER 15 MIN	07/01/2023	06/30/2027	\$15.00	15min
10948.11812	WRAP FACILITATOR, PER MONTH	07/01/2023	06/30/2027	\$965.49	MONTH

CHINS PARENT SUPPORT SERVICES

Code	Service Category	Start Date	End Date	Payment Rate	Unit
10531.1045	CHILD PARENT SUPPORT	07/01/2023	06/30/2027	\$61.90	HOUR
10531.908	COURT	07/01/2023	06/30/2027	\$123.80	APPEARANCE
10531.1030	GROUP	07/01/2023	06/30/2027	\$102.06	HOUR
10531.1670	INTERPRETER SERVICES	07/01/2023	06/30/2027	\$1.00	ACTUAL COST

COUNSELING

Code	Service Category	Start Date	End Date	Payment Rate	Unit
10532.992	COUNSELING	07/01/2023	06/30/2027	\$86.11	HOUR
10532.7979	COUNSELING FAMILY	07/01/2023	06/30/2027	\$86.11	HOUR
10532.908	COURT	07/01/2023	06/30/2027	\$194.66	APPEARANCE
10532.1290	GROUP/PERSON	07/01/2023	06/30/2027	\$39.26	HOUR
10532.1670	INTERPRETER SERVICES	07/01/2023	06/30/2027	\$1.00	ACTUAL COST
10532.10507	REPORTS	07/01/2023	06/30/2027	\$50.85	HOUR

DETOXIFICATION SERVICES

Code	Service Category	Start Date	End Date	Payment Rate	Unit
10806.908	COURT	07/01/2023	06/30/2027	\$343.43	APPEARANCE
10806.8174	INPATIENT SERVICES	07/01/2023	06/30/2027	\$343.57	PER DIEM
10806.8175	OUTPATIENT SERVICES	07/01/2023	06/30/2027	\$343.57	PER DIEM
10806.10507	REPORTS	07/01/2023	06/30/2027	\$61.24	HOUR

DIAGNOSTIC AND EVALUATION SERVICES

Code	Service Category	Start Date	End Date	Payment Rate	Unit
10534.11889	ATTACHMENT AND BONDING ASSESSMENT	07/01/2023	06/30/2027	\$136.05	HOUR
10534.8010	CFTM	07/01/2023	06/30/2027	\$335.70	HOUR
10534.8171	CHILD HEARSAY EVALUATION	07/01/2023	06/30/2027	\$136.05	HOUR
10534.8168	CLINICAL INTERVIEW AND ASSESSMENT	07/01/2023	06/30/2027	\$136.05	HOUR
10534.908	COURT	07/01/2023	06/30/2027	\$363.70	APPEARANCE
10534.1670	INTERPRETER SERVICES	07/01/2023	06/30/2027	\$1.00	ACTUAL COST
10534.8170	MEDICATION EVALUATION	07/01/2023	06/30/2027	\$151.55	HOUR
10534.3372	MEDICATIONS	07/01/2023	06/30/2027	\$1.00	ACTUAL COST

10534.8169	NEUROPSYCHOLOGICAL TESTING	07/01/2023	06/30/2027	\$136.05	HOUR
10534.8173	ONGOING MEDICATION EVALUATION	07/01/2023	06/30/2027	\$151.55	HOUR
10534.1845	PSYCHOLOGICAL TESTING	07/01/2023	06/30/2027	\$136.05	HOUR
10534.10507	REPORTS	07/01/2023	06/30/2027	\$87.93	HOUR
10534.11888	TRAUMA ASSESSMENT	07/01/2023	06/30/2027	\$136.05	HOUR

HOME-BASED FAMILY CENTERED CASEWORK SERVICES

<u>Code</u>	<u>Service Category</u>	<u>Start Date</u>	<u>End Date</u>	<u>Payment Rate</u>	<u>Unit</u>
10521.908	COURT	07/01/2023	06/30/2027	\$156.72	APPEARANCE
10521.1178	CRISIS RESPONSE	07/01/2023	06/30/2027	\$172.28	HOUR
10521.331	FACE TO FACE	07/01/2023	06/30/2027	\$99.95	HOUR
10521.1670	INTERPRETER SERVICES	07/01/2023	06/30/2027	\$1.00	ACTUAL COST
10521.10507	REPORTS	07/01/2023	06/30/2027	\$40.15	HOUR

HOME-BASED FAMILY CENTERED THERAPY SERVICES

<u>Code</u>	<u>Service Category</u>	<u>Start Date</u>	<u>End Date</u>	<u>Payment Rate</u>	<u>Unit</u>
10522.908	COURT	07/01/2023	06/30/2027	\$194.66	APPEARANCE
10522.12012	CPP	07/01/2023	06/30/2027	\$112.16	HOUR
10522.1178	CRISIS RESPONSE	07/01/2023	06/30/2027	\$214.70	HOUR
10522.331	FACE TO FACE	07/01/2023	06/30/2027	\$112.16	HOUR
10522.1670	INTERPRETER SERVICES	07/01/2023	06/30/2027	\$1.00	ACTUAL COST
10522.10507	REPORTS	07/01/2023	06/30/2027	\$50.85	HOUR

HOMEMAKER/PARENT AID

<u>Code</u>	<u>Service Category</u>	<u>Start Date</u>	<u>End Date</u>	<u>Payment Rate</u>	<u>Unit</u>
10525.908	COURT	07/01/2023	06/30/2027	\$130.33	APPEARANCE
10525.1178	CRISIS RESPONSE	07/01/2023	06/30/2027	\$142.86	HOUR
10525.1008	HOMEMAKER	07/01/2023	06/30/2027	\$75.92	HOUR
10525.1670	INTERPRETER SERVICES	07/01/2023	06/30/2027	\$1.00	ACTUAL COST
10525.10507	REPORTS	07/01/2023	06/30/2027	\$32.81	HOUR

MED-ADULT INTENSIVE RESILIENCY SERVICES (AIRS)

<u>Code</u>	<u>Service Category</u>	<u>Start Date</u>	<u>End Date</u>	<u>Payment Rate</u>	<u>Unit</u>
10563.8010	CFTM	07/01/2023	06/30/2027	\$58.95	HOUR
10563.8007	COURT APPEARANCE	07/01/2023	06/30/2027	\$117.90	APPEARANCE
10563.10507	REPORTS	07/01/2023	06/30/2027	\$58.95	HOUR

MED-ASSESSMENT FOR MRO

<u>Code</u>	<u>Service Category</u>	<u>Start Date</u>	<u>End Date</u>	<u>Payment Rate</u>	<u>Unit</u>
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10512.7989	INITIAL ASSESSMENT-CLINIC	07/01/2023	06/30/2027	\$73.83	ASSESSMENT
10512.7990	INITIAL ASSESSMENT-HOME	07/01/2023	06/30/2027	\$73.83	ASSESSMENT

MED-CHILD AND ADOLESCENT INTENSIVE RESILIENCY SERVICES (CAIRS)

<u>Code</u>	<u>Service Category</u>	<u>Start Date</u>	<u>End Date</u>	<u>Payment Rate</u>	<u>Unit</u>
10562.8010	CFTM	07/01/2023	06/30/2027	\$58.95	HOURL
10562.8007	COURT APPEARANCE	07/01/2023	06/30/2027	\$117.90	APPEARANCE
10562.10507	REPORTS	07/01/2023	06/30/2027	\$58.95	HOURL

MED-MEDICATION TRAINING AND SUPPORT

<u>Code</u>	<u>Service Category</u>	<u>Start Date</u>	<u>End Date</u>	<u>Payment Rate</u>	<u>Unit</u>
10561.8010	CFTM	07/01/2023	06/30/2027	\$74.48	HOURL
10561.8007	COURT APPEARANCE	07/01/2023	06/30/2027	\$148.96	APPEARANCE
10561.10507	REPORTS	07/01/2023	06/30/2027	\$74.48	HOURL

MED-PEER RECOVERY SERVICES

<u>Code</u>	<u>Service Category</u>	<u>Start Date</u>	<u>End Date</u>	<u>Payment Rate</u>	<u>Unit</u>
10564.8010	CFTM	07/01/2023	06/30/2027	\$34.20	HOURL
10564.8007	COURT APPEARANCE	07/01/2023	06/30/2027	\$68.40	APPEARANCE
10564.10507	REPORTS	07/01/2023	06/30/2027	\$34.20	HOURL

PARENT EDUCATION

<u>Code</u>	<u>Service Category</u>	<u>Start Date</u>	<u>End Date</u>	<u>Payment Rate</u>	<u>Unit</u>
10537.908	COURT	07/01/2023	06/30/2027	\$130.33	APPEARANCE
10537.331	FACE TO FACE	07/01/2023	06/30/2027	\$81.27	HOURL
10537.209	GROUP NURTURING	07/01/2023	06/30/2027	\$267.28	HOURL
10537.530	GROUP STEP	07/01/2023	06/30/2027	\$117.93	HOURL
10537.1670	INTERPRETER SERVICES	07/01/2023	06/30/2027	\$1.00	ACTUAL COST
10537.8172	OTHER CURRICULUM 1	07/01/2023	06/30/2027	\$117.93	HOURL
10537.10507	REPORTS	07/01/2023	06/30/2027	\$85.52	HOURL

PARENTING / FAMILY FUNCTIONING ASSESSMENT

<u>Code</u>	<u>Service Category</u>	<u>Start Date</u>	<u>End Date</u>	<u>Payment Rate</u>	<u>Unit</u>
10538.908	COURT	07/01/2023	06/30/2027	\$194.66	APPEARANCE
10538.331	FACE TO FACE	07/01/2023	06/30/2027	\$116.65	HOURL
10538.1670	INTERPRETER SERVICES	07/01/2023	06/30/2027	\$1.00	ACTUAL COST
10538.10507	REPORTS	07/01/2023	06/30/2027	\$50.85	HOURL

RESIDENTIAL SUBSTANCE USE TREATMENT

Code	Service Category	Start Date	End Date	Payment Rate	Unit
10805.908	COURT	07/01/2023	06/30/2027	\$156.72	APPEARANCE
10805.10507	REPORTS	07/01/2023	06/30/2027	\$61.24	HOURLY
10805.12649	Residential Substance Use Treatment: Residential SUD Per Diem-ASAM Level 3.1	07/01/2023	06/30/2027	\$120.14	PER DIEM
10805.12648	Residential Substance Use Treatment: Residential SUD Per Diem-ASAM Level 3.5	07/01/2023	06/30/2027	\$343.57	PER DIEM

SEXUALLY HARMFUL/REACTIVE YOUTH

Code	Service Category	Start Date	End Date	Payment Rate	Unit
10539.908	COURT	07/01/2023	06/30/2027	\$194.66	APPEARANCE
10539.331	FACE TO FACE	07/01/2023	06/30/2027	\$112.16	HOURLY
10539.1565	GROUP/PERSON	07/01/2023	06/30/2027	\$39.26	HOURLY
10539.1670	INTERPRETER SERVICES	07/01/2023	06/30/2027	\$1.00	ACTUAL COST
10539.1954	POLYGRAPH	07/01/2023	06/30/2027	\$1.00	ACTUAL COST
10539.10507	REPORTS	07/01/2023	06/30/2027	\$50.85	HOURLY

SUBSTANCE USE DISORDER ASSESSMENT

Code	Service Category	Start Date	End Date	Payment Rate	Unit
10807.1767	ASSESSMENT	07/01/2023	06/30/2027	\$136.05	HOURLY
10807.908	COURT	07/01/2023	06/30/2027	\$363.70	APPEARANCE
10807.1670	INTERPRETER SERVICES	07/01/2023	06/30/2027	\$1.00	ACTUAL COST
10807.10507	REPORTS	07/01/2023	06/30/2027	\$87.93	HOURLY

SUBSTANCE USE OUTPATIENT TREATMENT

Code	Service Category	Start Date	End Date	Payment Rate	Unit
10808.7979	COUNSELING FAMILY	07/01/2023	06/30/2027	\$86.11	HOURLY
10808.1094	COUNSELING GROUP	07/01/2023	06/30/2027	\$39.26	HOURLY
10808.7978	COUNSELING INDIVIDUAL	07/01/2023	06/30/2027	\$86.11	HOURLY
10808.908	COURT	07/01/2023	06/30/2027	\$194.66	APPEARANCE
10808.1670	INTERPRETER SERVICES	07/01/2023	06/30/2027	\$1.00	ACTUAL COST
10808.10507	REPORTS	07/01/2023	06/30/2027	\$40.15	HOURLY
10808.12652	Substance Use Outpatient Treatment: Intensive Outpatient Treatment-Adult	07/01/2023	06/30/2027	\$124.06	SESSION
10808.12653	Substance Use Outpatient Treatment: Intensive Outpatient Treatment-Child	07/01/2023	06/30/2027	\$284.26	SESSION
10808.12650	Substance Use Outpatient Treatment: Recovery Coach-BA	07/01/2023	06/30/2027	\$111.89	HOURLY
10808.12651	Substance Use Outpatient Treatment: Recovery Coach-MRO	07/01/2023	06/30/2027	\$32.49	HOURLY

TUTORING/LITERACY CLASSES

<u>Code</u>	<u>Service Category</u>	<u>Start Date</u>	<u>End Date</u>	<u>Payment Rate</u>	<u>Unit</u>
10553.908	COURT	07/01/2023	06/30/2027	\$107.88	APPEARANCE
10553.331	FACE TO FACE	07/01/2023	06/30/2027	\$60.65	HOURL
10553.1030	GROUP	07/01/2023	06/30/2027	\$78.20	HOURL
10553.1670	INTERPRETER SERVICES	07/01/2023	06/30/2027	\$1.00	ACTUAL COST

Visit Supervision - Therapeutic Supervised Visit

<u>Code</u>	<u>Service Category</u>	<u>Start Date</u>	<u>End Date</u>	<u>Payment Rate</u>	<u>Unit</u>
10976.12347	CLINIC BASED	07/01/2023	06/30/2027	\$75.02	HOURL
10976.12348	CLINIC BASED COURT	07/01/2023	06/30/2027	\$194.66	APPEARANCE
10976.12349	CLINIC BASED REPORTS	07/01/2023	06/30/2027	\$67.10	HOURL
10976.12350	HOME BASED	07/01/2023	06/30/2027	\$111.54	HOURL
10976.12351	HOME BASED COURT	07/01/2023	06/30/2027	\$194.66	APPEARANCE
10976.12352	HOME BASED REPORTS	07/01/2023	06/30/2027	\$105.05	HOURL
10976.12545	INTERMITTENT HOME BASED THERAPY	07/01/2023	06/30/2027	\$73.16	HOURL
10976.1670	INTERPRETER SERVICES	07/01/2023	06/30/2027	\$1.00	ACTUAL COST
10976.12533	TRANSPORTATION HOME BASED THERAPY	07/01/2023	06/30/2027	\$87.73	HOURL
10976.12546	VIRTUAL SERVICE HOME BASED THERAPY	07/01/2023	06/30/2027	\$95.50	HOURL

Visit Supervision - Traditional

<u>Code</u>	<u>Service Category</u>	<u>Start Date</u>	<u>End Date</u>	<u>Payment Rate</u>	<u>Unit</u>
10977.12353	HOME BASED BACHELOR	07/01/2023	06/30/2027	\$89.65	HOURL
10977.12354	HOME BASED BACHELOR COURT	07/01/2023	06/30/2027	\$156.72	APPEARANCE
10977.12355	HOME BASED BACHELOR REPORT	07/01/2023	06/30/2027	\$84.00	HOURL
10977.12356	HOME BASED PARAPROF	07/01/2023	06/30/2027	\$74.61	HOURL
10977.12357	HOME BASED PARAPROF COURT	07/01/2023	06/30/2027	\$130.33	APPEARANCE
10977.12358	HOME BASED PARAPROF REPORT	07/01/2023	06/30/2027	\$58.09	HOURL
10977.12537	INTERMITTENT BACHELOR	07/01/2023	06/30/2027	\$58.76	HOURL
10977.12536	INTERMITTENT PARAPROFESSIONAL	07/01/2023	06/30/2027	\$48.89	HOURL
10977.1670	INTERPRETER SERVICES	07/01/2023	06/30/2027	\$1.00	ACTUAL COST
10977.12532	TRANSPORTATION BACHELOR	07/01/2023	06/30/2027	\$73.66	HOURL
10977.12531	TRANSPORTATION PARAPROFESSIONAL	07/01/2023	06/30/2027	\$64.03	HOURL
10977.12535	VIRTUAL SERVICE BACHELOR	07/01/2023	06/30/2027	\$76.03	HOURL
10977.12534	VIRTUAL SERVICE PARAPROFESSIONAL	07/01/2023	06/30/2027	\$62.42	HOURL

MEMORANDUM OF UNDERSTANDING

This **Memorandum of Understanding (“MOU”)** is made and entered into this 12th day of October, 2023 (“Effective Date”), by and between The Health and Hospital Corporation of Marion County d/b/a Eskenazi Health (specifically, Sandra Eskenazi Community Mental Health Center “SEMHC”) and Fairbanks Hospital, Inc. d/b/a Community Fairbanks Recovery Center (“Fairbanks”). This MOU does not give either party any exclusive right to provide services to the other, and each party reserves the right to contract separately with other contractors in any manner it deems to be in its best interest.

WHEREAS, SEMHC provides community mental health services and is licensed, certified, and accredited to provide mental health services to persons residing in the Indiana region (“Residents”), and

WHEREAS, SEMHC became an accredited Certified Community Behavioral Health Clinic (CCBHC) on December 31, 2021, through funding from the U.S. Substance Abuse and Mental Health Administration (SAMHSA), and

WHEREAS, as an accredited CCBHC, SEMHC shall ensure its clients have access to inpatient detoxification, and

WHEREAS, Fairbanks is the owner and operator of a behavioral health care facility located in Indiana that is licensed, certified and accredited to provide inpatient detoxification services, and

WHEREAS, the parties agree that the health status of the Residents will improve if a greater continuity of care is established between the delivery of community-based and inpatient detox health services, and

WHEREAS, SEMHC desires to collaborate with Fairbanks as a provider of acute stabilization for the primary focus of detox services which may include inpatient mental health consults that are required by clients of SEMHC (“Clients”) from time to time.

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

1. **TERM.** The term of this MOU shall commence on the Effective Date for a term of one (1) year, and shall automatically renew for additional one-year periods unless terminated in writing by the parties.
2. **FAIRBANKS OBLIGATIONS.**
 - 2.1 **Inpatient Detoxification Services.** SEMHC hereby engages Fairbanks to provide those medically necessary inpatient detoxification services to Clients who are referred by SEMHC and have needs within the scope of Fairbanks’ programs and services (*i.e.*, Client meets the American Society of Addiction Medicine (ASAM) criteria); provided, the inpatient services are covered services under the Client’s health benefit plan or other third party payer source accepted by Fairbanks or Client

is self-pay (hereinafter collectively referred to as "Services"). Fairbanks shall provide list of accepted third party payers to SEMHC.

- 2.2 Access: Quality. To the extent Fairbanks has capacity, Fairbanks shall admit and provide Services to Clients referred by SEMHC who satisfy Fairbanks' admitting criteria for detoxification from substances, regardless of the Client's ability to pay. Fairbanks shall operate its facilities and programs in a manner consistent with applicable laws, regulations, payor requirements and professional and accrediting standards.
- 2.3 Discharge Planning. Upon written authorization from each Client and pursuant to a physician order, Fairbanks shall promptly notify SEMHC of any Client who is going to be discharged from Fairbanks. If applicable and in accordance with the Client's written authorization, Fairbanks shall provide SEMHC with all necessary information in order to properly plan for, and coordinate the Client's return to SEMHC for post-discharge management. SEMHC, and Fairbanks as appropriate, shall be responsible for all post-discharge management and treatment of Clients who receive Services from Fairbanks.
- 2.4 Billing. A) the patient is primarily responsible for payment for care received at either institution; B) each institution shall be responsible for collecting payment for the services it rendered to the patient; and C) no clause of this MOU shall be interpreted to authorize either Institution to look to the other to pay for services rendered to a patient transferred by virtue of this MOU.

3. **SEMHC OBLIGATIONS.**

- 3.1 SEMHC shall promptly notify Fairbanks of any Clients who require Services from Fairbanks. SEMHC shall provide Fairbanks with all necessary information in order to properly plan for, and coordinate, the Services to be provided by Fairbanks upon the Client's admission to Fairbanks.
- 3.2 Patients have a choice about where to receive care. Prior to transferring a voluntary patient, SEMHC shall obtain appropriate consent from the patient or their parent/guardian. SEMHC shall be responsible for facilitating and paying for the transportation of Clients to Fairbanks.

4. **RELATIONSHIP.** The relationship between the parties is that of two independent contractors, and should not be construed as an employment, joint venture, partnership, or any other form of relationship other than that of independent entities contracting with each other solely for the purpose of carrying out the terms and conditions of this MOU. Neither party is authorized or permitted to act as an agent or employee of the other. Neither party, by virtue of this MOU, assumes any liability for any debts nor obligations of either a financial or a legal nature incurred by the other party to this MOU, except as expressly provided herein.

5. **LIABILITY.** Fairbanks shall save, indemnify, and hold SEMHC harmless of and from any and all liability, loss, costs, and expenses incurred directly or indirectly from any acts, errors, or omissions by Fairbanks, its agents, employees, or invitees from any cause arising out of or relating to Fairbanks' performance under this MOU.

SEMHC shall save, indemnify, and hold Fairbanks harmless of and from any and all liability, loss, costs, and expenses incurred directly or indirectly from any acts, errors, or omissions by SEMHC, its agents, employees, or invitees from any cause arising out of or relating to SEMHC's performance under this MOU.

Any obligation of SEMHC to save and hold Fairbanks harmless is limited in substance by statutes designed to protect and limit the exposure and liability of SEMHC as an instrumentality of the State of Indiana under the Indiana Tort Claims Act and as a qualified health care provider under the Indiana Medical Malpractice Act.

6. **INSURANCE.** The parties agree that during the term of this MOU, each party to this MOU shall maintain insurance in a form and amount agreeable to the other party, and that upon request, satisfactory evidence of such insurance coverage shall be provided to the other party in writing.
7. **COMPLIANCE.** The parties agree to comply with all applicable laws, regulations, payor requirements, professional and accrediting standards related to this MOU and the Services to be provided hereunder, including but not limited to those related to fraud, abuse, discrimination, disabilities, confidentiality, self-referral, illegal remuneration, kickbacks, false accreditation in good standing, without restriction, at all times during the term of this MOU and any term of renewal. Both parties verify that they have never been sanctioned by Medicare or Medicaid programs.
8. **EXCLUSION.** The parties represent and warrant that each party, its employees, directors, officers, subcontractors, and agents are not under sanction and/or have not been excluded from participation in any federal or state program, including Medicare or Medicaid.
9. **RECORDS AND CONFIDENTIALITY.**
 - 9.1 **Clients Information.** All information and related records of Clients who receive Services from Fairbanks (hereinafter collectively referred to as "Client Information") under the terms of this MOU shall remain the property of Fairbanks. Fairbanks shall maintain all such Client Information under the strictest confidence and shall not disclose such Client Information, except with the prior written consent of the Client or the Client's legal representative, pursuant to a valid court order by a court of competent jurisdiction, or as otherwise provided by law. All Client Information is subject to the Federal Confidentiality of Substance Use Disorder Patient Records law (42 CFR Part 2).
 - 9.2 **Proprietary Information.** In the course of the relationship established between SEMHC and Fairbanks prior to and during the term of this MOU, certain information and related records (hereinafter collectively referred to as "Proprietary Information") may be disclosed by one party to the other party. This MOU and the terms and conditions herein, and any such Proprietary Information, shall be treated by the parties as strictly confidential and not voluntarily or involuntarily disclosed, or otherwise made available to a non-party without the prior express written consent of the other party, or unless otherwise required by law, except in the case an entity designated by either SEMHC or Fairbanks to administer or otherwise participate in

the Services provided for in this MOU, in which case SEMHC or Fairbanks, as appropriate shall require said entity to be bound by the same terms of this MOU.

- 9.3 Retention: Access by Governmental Officials. Information with respect to all matters covered by this MOU shall be retained by the parties for four (4) years after the termination or other expiration of this MOU, or any renewal term, or any period, if longer, that is required by applicable federal or state laws and regulations. For a period of four (4) years make available upon written request of the United States Department of Health and Human Services, the United States Comptroller General, the State Comptroller General, and their duly authorized representatives, all contracts, books, documents and records of the respective parties to the extent required by law. The party to whom such a request has been directed shall notify the other party within ten (10) days of its receipt of such a request and of the requested party's proposed response to the request.
- 9.4 Survival. This Article 9 shall survive the termination of this MOU regardless of the cause giving rise to the termination.
10. ASSIGNMENT. No assignment of rights or delegation of duties under this MOU shall be made by either party without the prior express written approval of the other party. Any attempted assignment in violation of this Section shall be void. Notwithstanding the foregoing, the parties agree that either party may assign its rights and delegate its duties hereunder to any entity which it controls, is controlled by, or with which it is under common control.
11. TERMINATION. This MOU shall terminate on the occurrence of any of the following events:
- 11.1 Termination by Agreement. This MOU may be terminated at any time upon the terms set forth in written document signed by both parties.
- 11.2 Termination without Cause. Either party may terminate this MOU without cause after providing the other party with at least thirty (30) days prior written notice of the termination.
12. NOTICES. Any notice required or permitted by this MOU will be in writing and will be deemed given at the time it is personally delivered or deposited in the United States mail, postage prepaid, certified or registered mail, return receipt requested, addressed to the party to whom it is to be given as follows.

To SEMHC:

Eskenazi Health
720 Eskenazi Ave.
Fifth Third Faculty Office Bldg., 3rd Floor
Purchasing
Indianapolis, IN 46202
Attn: Director of Purchasing and Contractor
COPY: Eskenazi Health Legal

To Fairbanks:

Community Fairbanks Recovery Center
8102 Clearvista Parkway
Indianapolis, IN 46256
Attn: Executive Director & Administrator

13. **GOVERNING LAW.** This MOU is subject to and shall be construed according to the laws of the State of Indiana without reference to the choice of law principles thereof.
14. **CHANGE IN LAW.** This MOU shall be construed to be in accordance with any and all laws, regulations, governmental, commercial and self-insured payor requirements, professional and accrediting standards, principles, and interpretations. In the event there is a change in Medicare, Medicaid, or other applicable laws, regulations or rules, or in the interpretation thereof, or in the event a claim is threatened, made or filed by a government agency, which renders any parties shall promptly and in good faith renegotiate the affected term or terms to remedy such condition in such a manner that will preserve, in all material respects, the underlying service relationship between the parties. If the parties are unable to renegotiate such term or terms within thirty (30) days, despite their good faith efforts, either party may terminate this MOU upon ten (10) days prior written notice to the other party.

IN WITNESS WHEREOF, the undersigned have executed this MOU as of the MOU's Effective Date written above.

15. **SIGNATURES.**

**The Health and Hospital Corporation of
Marion County d/b/a Eskenazi Health**

DocuSigned by:
Signature: Lisa Harris
E402827C22EB4F4...

Name: Lisa E. Harris, M.D.

Title: CEO, Eskenazi Health

Date: 10/27/2023 | 4:37 PM EDT

**Fairbanks Hospital, Inc.
d/b/a Community Fairbanks Recovery Center**

DocuSigned by:
Signature: Cathy Boggs
EG2467A3DA58456...

Name: Cathy Boggs

Title: Executive Director &
Administrator

Date: 10/27/2023 | 11:49 AM PDT

**FIRST AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING
BETWEEN HEALTH AND HOSPITAL CORPORATION OF MARION COUNTY
D/B/A ESKENAZI HEALTH
AND INDIANA LEGAL SERVICES, INC.
FOR THE ESKENAZI HEALTH MEDICAL-LEGAL PARTNERSHIP
FULLY EXECUTED ON FEBRUARY 7, 2022**

**EXHIBIT A
SCOPE OF WORK
FOR THE CONTRACT TERM OF
JANUARY 1, 2023 THROUGH DECEMBER 31, 2023**

This document is the first amendment to the Memorandum of Understanding Between the Health and Hospital Corporation of Marion County d/b/a Eskenazi Health and Indiana Legal Services, Inc. for the Eskenazi Health Medical-Legal Partnership (hereinafter interchangeably referred to as “MOU” and “Agreement”), that was fully executed by the Health and Hospital Corporation of Marion County d/b/a Eskenazi Health and Indiana Legal Services, Inc. of Indiana (“ILS”) on February 7, 2022. Upon execution of this document by both parties, this document shall be known as the “First Amendment to the February 7, 2022 Memorandum of Understanding”. The duties set forth herein are in addition to those set forth in the MOU and are incorporated into the MOU. This Scope of Work (hereinafter “SOW”) shall be effective as of January 1, 2023. Except as otherwise defined herein, all capitalized terms used herein shall have the same meaning as in the Agreement.

1. **Contract Term.** This SOW will commence on January 1, 2023 (the “SOW Effective Date”) and will continue until December 31, 2023, unless earlier terminated in accordance with the Agreement. Should Eskenazi Health terminate the Agreement earlier, Eskenazi Health shall pay all professional fees and expenses incurred through the termination date. Subject to agreement on rates and services, this SOW may be extended upon mutual written agreement of the parties.

SECTION I. DUTIES OF ILS

1. ILS will provide the following staff to operate the Eskenazi Health MLP:
 - i. 2.0 FTE MLP Attorneys.
 - ii. 1.0 FTE MLP Intake Specialist/Paralegal.
 - iii. 1.0 FTE MLP Bilingual Intake Specialist/Paralegal for the Primary Care Clinics.
 - iv. Additional attorney time for the Transgender Clinic through the ILS LGBTQ project.
 - v. Supervision and case handling support, as needed, through the MLP Practice Group in the ILS-Indianapolis Regional Office.

2. ILS will be responsible for paying personnel salary and fringe benefits and providing personnel with attorney supervision.
3. ILS will provide personnel office space and office supplies at ILS. Personnel shall utilize ILS business cards and letterhead, and shall not state or imply that personnel are employed by Eskenazi Health.
4. ILS will be responsible for screening Eskenazi Health patients referred to the MLP to determine their income eligibility, as required by the Legal Services Corporation.
5. ILS will cooperate with Eskenazi Health in its evaluation efforts and will provide Eskenazi Health with aggregated data collected by ILS related to the Eskenazi Health MLP in accordance with the Indiana Rules of Professional Conduct, ILS rules, and LSC regulations.
6. ILS represents and warrants that ILS personnel involved in the development of any publication directly related to Eskenazi Health MLP will obtain prior authorization from and review by Eskenazi Health before publication; will appropriately acknowledge Eskenazi Health and any affiliated physicians or personnel; and will, subject to such limitations as imposed by the publisher, license Eskenazi Health and its affiliates a perpetual, irrevocable, royalty-free, worldwide, non-exclusive, license to display, exhibit, reproduce, distribute, make derivative works or make any other use of such publications. This clause shall survive the Term of this Scope of Work.
7. To support communication between personnel and Eskenazi Health staff, ILS personnel shall utilize the Eskenazi Health Medical-Legal Partnership Agreement to Participate with Eskenazi Health patients/clients.
8. **Deliverables**
 - a. The MLP Staff Attorneys will:
 - i. Provide a full array of civil legal services to Eskenazi Health Patients at all Sandra Eskenazi Mental Health Center sites, Eskenazi Health Center sites, and the Transgender Clinic, as said sites existed on November 1, 2019:
 - (1) Sandra Eskenazi Mental Health Center (SEMHC) locations, primarily at 1700 N. Illinois Street
 - (2) EHC Pedigo
 - (3) EHC Pecar
 - (4) EHC Blackburn
 - (5) EHC North Illinois Street located at 1660 North Illinois Street
 - (6) EHC Forest Manor
 - (7) EHC Westside
 - (8) EHC North Arlington
 - (9) EHC Grassy Creek
 - (10) EHC West 38th Street
 - (11) EHC Barton Annex

(12) Outpatient Care Center 2
(13) Transgender Clinic

- ii. Facilitate case handling and legal support within the MLP Practice Group in the ILS-Indianapolis office.
- iii. Conduct and facilitate outreach/intake at the sites as agreed upon between the parties. Outreach/intake conducted and facilitated using videoconferencing and telephone technology is permitted.
- iv. Conduct training for Eskenazi Health clinical staff on legal issues within the scope of the MLP. Training performed via video or videoconferencing technology is permitted.
- v. Facilitate evaluation, sustainability, technology, and publicity efforts.
- vi. Utilize EPIC electronic medical record software to facilitate referrals and data collection until such time as the MLP is built into the Aunt Bertha platform by Eskenazi.
- vii. Record time and cases, using ILS' case management software;
- viii. Provide quarterly reports to SEMHC Administration and the Eskenazi Health MLP Director, including information about:

- (1) Number of MLP intakes
- (2) Attorney hours spent on MLP cases
- (3) Case results and outcomes

b. The MLP Intake Specialist/Paralegals will:

- i. Track, organize and document referrals for legal services.
- ii. Manage the flow of referrals in Epic and close them out accordingly.
- iii. Assist with outreach, intake, and case handling, under the supervision of the staff attorney.
- iv. Record time, using ILS' case management software.
- v. The bilingual intake specialist/paralegal will provide MLP intake services in Spanish to Eskenazi patients referred to the MLP and whose preferred language is Spanish.

c. ILS's MLP activities will include:

- i. Conduct outreach, which may include training, staff meeting attendance, and physician feedback at the clinical sites. It is permissible to conduct these activities by videoconference. Weekly outreach/office hours will be held at 1700 N. Illinois at least virtually. While attorney presence need not be routine at other locations, some face time and in-person collaboration/training are expected. In-person and face time collaboration/training via videoconferencing is permitted.
- ii. Comprehensive legal services, including court representation, written advocacy, and legal advice to all eligible patients evincing a need, specifically provide legal services to approximately 60 individual clients each quarter.
- iii. Project evaluation, in conjunction with various Academic partners, and staff and affiliated physicians.

- iv. Development and implementation of a comprehensive publicity and outreach strategy, with a goal of receiving favorable attention in academic, trade, and general interest publications. ILS will work closely with Eskenazi Public Affairs and seek Eskenazi approval prior to utilizing Eskenazi or SEMHC in any endorsements; authorization will not be unreasonably withheld.

9. **Invoicing.**

a. ILS shall invoice Eskenazi the \$249,000 on a quarterly basis for the term of this Scope of Work in the following manner:

- i. \$18,250 quarterly to accounts.payable@eskenazihealth.edu, and CC Andrea.Heid@eskenazihealth.edu with Legal Affairs;
- ii. \$31,375 quarterly to Eskenazi Health Center, Attn: Mendy Rosa and melinda.rosa@eskenazihealth.edu (\$16,000 of such quarterly sum is for the HRSA-grant funded services of the MLP bilingual intake specialist/paralegal);
- iii. \$12, 625 quarterly to Sandra Eskenazi Mental Health Center, accounts.payable@eskenazihealth.edu.

II. DUTIES OF ESKENAZI HEALTH

1. **Eskenazi Health will:**

- a. Provide medical and support staff for consultation on client cases.
- b. Make Eskenazi Public Affairs and EPIC available to ILS as needed to carry out this Scope of Work.
- c. Make patient/client referrals to the MLP through EPIC and provide access to patient information as necessary to fulfill the goals of the MLP.
- d. Provide personnel with a confidential office or appropriate confidential space at SEMHC and Eskenazi Health locations to conduct MLP activities.
- e. Provide ILS personnel access to internet, phone, photocopying, and referral box while on-site space at SEMHC and Eskenazi Health locations to conduct MLP activities.
- f. Provide ILS with the MLP Agreement to Participate consent form signed by patients when a referral is made to ILS.
- g. Provide ILS personnel with access to EPIC and Aunt BERTHA, as needed to carry out MLP obligations.

2. Payment

a. Eskenazi shall pay ILS \$249,000 annually for this Scope of Work as invoiced quarterly by ILS and shall provide ILS with the Eskenazi Health purchase order number associated with this contract prior to March 31, 2021.

IN WITNESS WHEREOF, the parties hereto hereby agree to this First Amendment to the February 7, 2022 Memorandum of Understanding on the dates subscribed below.

HEALTH AND HOSPITAL CORPORATION OF MARION COUNTY D/B/A ESKENAZI HEALTH	INDIANA LEGAL SERVICES, INC.
	Digitally signed by Rakuya K. Trice DN: cn=Rakuya K. Trice, c=US, o=Indiana Legal Services, Inc., ou=Deputy Director, email=rakuya.trice@ils.net Date: 2022.11.04 16:20:47 -04'00'
By: <u>Paul Babcock</u> Paul Babcock	By: <u>Rakuya K. Trice</u> Rakuya K. Trice
President/CEO, Health and Hospital Corporation of Marion County	Deputy Director, Indiana Legal Services, Inc.
Date: <u>1/10/2023 10:47 AM EST</u>	Date: <u>11/04/2022</u>

Certificate Of Completion

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Status: Completed

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Patient MRN: NA

workitemId: NA

Source Envelope:

Document Pages: 5

Signatures: 1

Envelope Originator:

Certificate Pages: 1

Initials: 0

Lydia Honeycutt

AutoNav: Enabled

Lydia.Honeycutt@eskenazihealth.edu

Envelopeld Stamping: Enabled

IP Address: 216.109.110.11

Time Zone: (UTC-05:00) Indiana (East)

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Status: Original

Holder: Lydia Honeycutt

Location: DocuSign

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Lydia.Honeycutt@eskenazihealth.edu

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Pool: StateLocal

Storage Appliance Status: Connected

Pool: The Health & Hospital Corp of Marion County

Location: DocuSign

Signer Events**Signature****Timestamp**

Paul Babcock

PBabcock@HHCorp.org

President

Health & Hospital Corporation

Security Level: Email, Account Authentication
(None)*Paul Babcock*

Signature Adoption: Pre-selected Style

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Resent: 1/6/2023 1:42:03 PM

Viewed: 1/10/2023 10:46:53 AM

Signed: 1/10/2023 10:47:03 AM

Electronic Record and Signature Disclosure:

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In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp****Witness Events****Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

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Signing Complete

Security Checked

1/10/2023 10:47:03 AM

Completed

Security Checked

1/10/2023 10:47:03 AM

Payment Events**Status****Timestamps**

AGREEMENT between **The Indianapolis Public Schools (IPS) and The Health and Hospital** **Corporation of Marion County d\b\ a Sandra Eskenazi Mental Health Center**

A. Parties to the Agreement

This letter of agreement is between the **Indianapolis Public Schools (“IPS”)**, central office located at 120 East Walnut Street, Indianapolis, Indiana 46204 and **Health and Hospital Corporation of Marion County d\b\ a Sandra Eskenazi Mental Health Center (“Agency”)**. The purpose of this Agreement is to describe the operating agreements made between the parties to provide **mental health services (see Attachment A)** to IPS students.

B. Responsibilities of IPS

1. IPS shall provide, for the duration of this Agreement, adequate space at the schools listed here:

Number	Name	Address
14	Washington Irving Neighborhood School	1250 East Market Street, Indianapolis, IN 46202
15	Thomas D. Gregg Neighborhood School	2302 E Michigan St., Indianapolis, IN 46201
19	Frederick Douglass	2020 Dawson St., Indianapolis, IN 46203
31	James A Garfield	307 Lincoln St., Indianapolis, IN 46225
39	William McKinley	1722 Spann Ave, Indianapolis, IN 46203
44	Global Preparatory Academy	2033 Sugar Grove Ave., Indianapolis, IN 46202
47	Edison School of the Arts	777 S White Rover Pkwy Dr., Indianapolis, IN 46221
51	James Russell Lowell	3426 Roosevelt Avenue, Indianapolis, IN 46218
54	Brookside	3150 E 10th St., Indianapolis, IN 46201
61	Clarence Farrington	4326 Patricia St., Indianapolis, IN 46222
67	Stephen Foster- The Path	653 N Summerset Ave., Indianapolis, IN 46222
74	Theodore Potter	1601 E 10th St., Indianapolis, IN 46201
87	George Washington Carver	2411 Indianapolis Ave., Indianapolis, IN 46208
107	Lew Wallace	3307 Ashway Drive, Indianapolis, IN 46224
	George Washington Community School	2215 West Washington St., Indianapolis, IN 46222
	Harshman Middle School	1501 E 10th St., Indianapolis, IN 46201
	Northwest Middle School/Newcomer	5525 W 34th St., Indianapolis, IN 46224

Adequate space **if available** shall consist of:

- 1) a private office space (available throughout the calendar year)
 - 2) office furnishings (to include desks, chairs, lockable file cabinet)
 - 3) telephone (in the office)
 - 4) access (in the office) to an internet connection
 - 5) access to office equipment (fax, copier, etc.).
2. IPS will provide utilities, maintenance, and cleaning for this space at no cost to the Provider. This space will be reserved for the exclusive use of the Provider and will be available upon reasonable notice throughout the calendar year.
3. The principal or the principal’s designee will be the contact person at each school receiving services to coordinate scheduling, facilitate access to students and to the school building and respond to any other issues which may arise related to the Provider’s services in the school.

4. IPS will assist in obtaining necessary parent consent by including consent forms in mailings or otherwise distributing consent forms to students. However, the responsibility for obtaining proper consent for care rests with the Provider.

C. Responsibilities of the Provider

1. The Provider will provide services as described in Attachment A (“Services”) to Students enrolled in the schools named in paragraph B.1 of this Agreement. All students will be eligible for services regardless of their ability to pay, provided proper parental consent is obtained. **“The provider will notify the principal when a student has enrolled in services.”**
2. The provider will refer any student requiring care beyond the scope of this Agreement to an appropriate provider
3. The Provider will arrange for all personnel required to provide services, including those required to schedule appointments, obtain consents, make referrals and process billing. In accordance with IPS policy, the provider will provide IPS with a national criminal history for each employee who is likely to have direct, ongoing contact with IPS students in connection with the provision of Services. **The National Criminal histories for (Sandra Eskenazi Mental Health Center) employees are kept on file with (Human Resources) and a copy of the National Criminal History will be sent to the Director of Special Education**
4. The Provider will handle all billing and payments for Services.
5. Provider is a political subdivision of the State of Indiana and is self-insured. Provider shall furnish and keep in full effect, self-insurance, at all times during this Agreement. Provider agrees that it will be responsible for any deductibles or retentions that may apply to this insurance. Provider shall provide immediate notice of any actual cancellation or non-renewal.
6. The provider will use the IPS universal mental health services referral form.
7. The provider will meet at least twice a month with the IPS building social worker or designee
8. The provider will complete a monthly data report form and submit to the IPS Wellness Specialist

D. Consent

Consent for administering Services will be properly obtained by the provider consistent with applicable law. The provider will administer Services only in accordance with properly obtained consent.

E. Confidentiality

Medical records for students receiving care from the Provider are the property of the Provider and will be prepared and maintained by the Provider in accordance with Indiana law governing confidentiality. The Provider’s medical records and the information contained therein will be available to the parents of a minor student, to the student, and to a third party only in accordance with applicable law.

F. Term and Termination

1. This Agreement will be effective as of the date it has been signed by both parties and will continue for two years, unless terminated as described below.
2. Either party may terminate this agreement at any time, for any reason, and without need to show cause simply by giving the other party thirty (30) days’ prior written notice of termination.

3. In the event the Agreement is terminated, each party will cooperate with the other to ensure that clients continue to receive care with as little disruption as possible.

G. Continuation

At the end of the term of this Agreement, it shall automatically renew for an additional (2) years unless thirty (30) days' prior notice of termination is given by either party to the other.

H. Non-Discrimination

Pursuant to Indiana Code 22-9-1-10, the parties and their subcontractors shall not discriminate against any employee or applicant for employment to be employed in the performance of this Agreement with respect to her or his hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment because of the applicant's or employee's race, religion, color, sex, handicap, disability, national origin, or ancestry. Breach of this clause may be regarded as a material breach of this Agreement.

I. Modification

Any modification of this Agreement, including changes to Attachment A or to the designation of schools to receive Services, shall be in writing and signed by both parties. Parties will meet from time to time to assess the situation and address any issues that may arise.

J. Independent Contractor

In performing its duties under this Agreement, the Provider is acting as an independent contractor and not as an employee, agent, partner, or joint venturer of IPS. The provider shall not hold itself out as an employee, agent, partner, or joint venturer of IPS. IPS and the Provider shall each have exclusive control of the management, assets and affairs of its respective institutions, employees and operations.

Every mentor, therapist or case manager who will be providing direct services to students within an IPS building MUST obtain a contractors badge. These badges will be made available at no charge by IPS.

K. Governing Law

This Agreement shall be governed by the laws of the State of Indiana. The invalidity or unenforceability of any particular provisions of this Agreement shall not affect the other provisions hereof, and the Agreement shall be constructed in all respects as if such invalid or unenforceable provisions were omitted.

L. Indemnification

Provider agrees to defend, indemnify, and hold harmless IPS, its directors, managers, officers, agents and employees 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, resulting from, or attributable to (i) Provider's breach of this Agreement, (ii) Providers breach of any representation or warranty set forth in this Agreement, (iii) the acts, omissions, or other conduct of Provider in connection with performance of Provider's obligations or duties under this Agreement and/or the provision of Services, (iv) personal injury, property damage, fraud, malpractice, negligence, or intentional misconduct caused or alleged, threatened or attempted break of Provider's obligations or duties. Provider's obligation to indemnify and hold harmless

IPS will be limited to applicable statutes designed to protect and limit the exposure of Provider, including, without limitation, the Indiana Tort Claims Act and the Indiana Medical Malpractice Act. IPS agrees to defend, indemnify, and hold harmless Provider, its directors, managers, officers, agents, and employees from and against any and all claims, liabilities, demands, damages, losses, costs, lost profits, fines, penalties and expenses, 9including reasonable attorneys' fees) arising out of, resulting from or attributable to (i) IPS' breach of the Agreement, (ii) the acts, omissions or other conduct of IPS staff and or students in connection with the performance of IPS' obligations or duties under the Agreement, (iii) personal injury, property damage, fraud, negligence, or intentional misconduct caused or alleged to have been caused by IPS or an employee of IPS in connection with the performance of, IPS' obligations under this Agreement, or (iv) any investigation, review or other action in connection with an alleged, threatened or attempted breach of IPS' representations or warranties set forth in this Agreement.

Attachment A

Services To Be Provided

Not every IPS student will receive each of the services listed below and on occasion there may be additional services available to IPS students and their families in office locations of (Sandra Eskenazi Mental Health Center) other than in the IPS schools. The following mental health services are available to students of IPS and will be offered to students on an as needed basis and at the discretion of Sandra Eskenazi Mental Health Center's staff:

Individual counseling
 Group counseling
 Family counseling
 Case management
 Activities of daily living
 Clinical consultation to IPS staff

INDIANAPOLIS PUBLIC SCHOOLS

By: Cortnei Flucas
0103B6140CA348B...

Name: Cortnei Flucas

Title: USS officer

Date: 7/31/2023 | 10:13 AM PDT

AGENCY DocuSigned by:

By: Sigfrido Pagan
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Name: Sigfrido Pagan

Title: VP, Supply Chain Management

Date: 8/2/2023 | 2:11 PM EDT

Certificate Of Completion

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Status: Completed

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workitemId: NA

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Document Pages: 4

Signatures: 2

Envelope Originator:

Certificate Pages: 5

Initials: 0

Brent Fraker

AutoNav: Enabled

Brent.Fraker@Eskenazihealth.edu

Enveloped Stamping: Enabled

IP Address: 35.223.106.21

Time Zone: (UTC-05:00) Indiana (East)

Record Tracking

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Location: DocuSign

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Brent.Fraker@Eskenazihealth.edu

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Storage Appliance Status: Connected

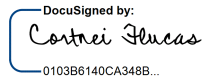
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Signer Events

Cortnei Flucas

hendersoncd@myips.org

USS Officer

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Signed: 7/31/2023 1:13:35 PM

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Sigfrido Pagan

Sigfrido.Pagan@Eskenazihealth.edu

VP, Supply Chain Management

Eskenazi Health

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Signed: 8/2/2023 2:11:57 PM

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In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp**

Jeff Catlett

jeffrey.catlett@eskenazihealth.edu

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(None)**COPIED**

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Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Carbon Copy Events	Status	Timestamp
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Signing Complete	Security Checked	8/2/2023 2:11:57 PM
Completed	Security Checked	8/2/2023 2:11:59 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, The Health & Hospital Corp of Marion County (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact The Health & Hospital Corp of Marion County:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: cortney.gundlach@eskenazihealth.edu

To advise The Health & Hospital Corp of Marion County of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at cortney.gundlach@eskenazihealth.edu and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from The Health & Hospital Corp of Marion County

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to cortney.gundlach@eskenazihealth.edu and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with The Health & Hospital Corp of Marion County

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to cortney.gundlach@eskenazihealth.edu and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify The Health & Hospital Corp of Marion County as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by The Health & Hospital Corp of Marion County during the course of your relationship with The Health & Hospital Corp of Marion County.

**MEMORANDUM OF UNDERSTANDING (“Agreement”)
Between Health and Hospital Corporation of Marion County
d/b/a Eskenazi Health, Sandra Eskenazi Mental Health Center (“SEMHC”) and
The City of Indianapolis, Indianapolis Metropolitan Police Department (“IMPD”)
(Individually a “Party” and collectively the “Parties”)**

WHEREAS, SEMHC is a department of Eskenazi Health, which is a Division of the Health and Hospital Corporation of Marion County, and political subdivision of the State of Indiana.

WHEREAS, the Mobile Crisis Assistance Teams (MCAT) is a shared collaboration between IMPD and SEMHC created to respond to specialized public safety needs in the city of Indianapolis, with the focus of treatment in the community rather than in a hospital or jail setting;

WHEREAS, the mission of MCAT is to promote the intersection of public safety, mental health, and personal and community wellness by providing real-time or follow up assistance to individuals in crisis (hereinafter “clients”) by facilitating assessments, triage, and linkage to appropriate services;

WHEREAS, MCAT partners a crisis intervention team trained IMPD officer (CIT Officer) with mental health professionals and/or peer specialists from SEMHC who, respond together during and/or after an active mental health or substance use related call to 911 in order to provide assistance including, but not limited to crisis assessment, education, and if requested, linkage to treatment and services;

NOW, THEREFORE, in consideration of the premises, the mutual terms and conditions set forth herein, and other good and valuable consideration, IMPD and SEMHC agree as follows:

SECTION I. TERM AND TERMINATION

- 1.01 This Agreement will be effective as of the date signed by both Parties and will continue for one (1) year, unless terminated as described below.
- 1.02 At the end of the term of this Agreement, it shall automatically renew for an additional one year term unless thirty (30) days’ prior written notice of termination is given by either Party to the other. The auto renewal of the Agreement shall cease after five years absent further action or agreement by the Parties.
- 1.03 Either Party may terminate this agreement at any time, for any reason, and without need to show cause simply by giving the other Party thirty (30) days’ prior written notice of termination.

SECTION II. PERSONNEL

- 2.01 The Parties, shall meet on an annual basis, or earlier as mutually agreed upon by the parties, to determine the appropriate staffing needs as identified in Exhibit A based on the prior year's utilization of services. The Parties may throughout the term of the Agreement collaboratively increase or decrease staffing to reflect then existing community need and/or availability of staff.
- 2.02 SEMHC will provide mental health professionals and/or peer specialists with applicable licensure, certification, and training as appropriate and required by SEMHC.
- 2.03 IMPD will provide officers certified by the Indiana Law Enforcement Academy who have completed 40 hours of CIT training, Mental Health First Aid, and maintain all other required trainings as requested by IMPD.
- 2.04 Each Party shall provide a supervisor to provide oversight of that Party's day to day operations and employees.
- 2.05 The Parties agree to attend regularly scheduled leadership meetings at a time and interval mutually agreed upon by the parties.
- 2.06 SEMHC employees working on the MCAT under this Agreement shall be identified at all times to the public as MCAT personnel, and not as SEMHC personnel.
- 2.07 While on scene, the MCAT mental health professionals will defer to the IMPD officers for safety.

SECTION III. LOCATIONS AND HOURS OF OPERATION

- 3.01 Location and operational hours of MCAT will be mutually agreed upon by the Parties and may be changed upon mutual agreement of the Parties to reflect community and operational needs.
- 3.02 IMPD shall provide parking for SEMHC employees working on the MCAT at all locations identified in Section 3.01.

SECTION IV. POLICIES AND PROCEDURES

- 4.01 The Parties shall collaborate to establish policies and protocols as necessary to carry out the tasks and mission. The Parties shall come to an agreement regarding addendums to policies or protocols prior to implementation.
- 4.02 Notification of policy or protocol addendums will be disseminated to staff members by the Parties' supervisors.

SECTION V. PROVISION OF SPACE, UNIFORMS, AND EQUIPMENT

- 5.01 IMPD shall provide adequate space for the exclusive use by SEMHC at each location decided upon in Section 3.01. Adequate space shall include office furnishings, at a minimum, desks, chairs, and a lockable file cabinet.
- 5.02 IMPD shall provide SEMHC a dedicated internet connection, a telephone line, access to office equipment to include, at a minimum, printer, fax, and copier.

SECTION VI. DOCUMENTATION, HIPAA, AND CONFIDENTIALITY OF INFORMATION

- 6.01 SEMHC employees shall document all face-to-face interactions, phone calls, and attempted contact in EPIC, the electronic medical record licensed to Eskenazi Health. However, MCAT encounters documented in EPIC are not Eskenazi Health encounters, are not billable, and are not considered part of the Eskenazi Health Designated Medical Record as defined by Eskenazi Health policy. Documentation will be completed by SEMHC employees in accordance with SEMHC MCAT leadership direction. In addition, SEMHC MCAT personnel will complete the Mobile Crisis Data Flowsheet with each documented encounter. IMPD shall maintain their own documentation.
- 6.02 MCAT documentation will not be released by Eskenazi Health as part of its medical record.
- 6.03 In all matters relating to this Agreement, the Parties shall comply with HIPAA and abide by the established Business Associate Agreement (Exhibit B) between the IMPD and SEMHC, as well as follow HIPAA and the ethical guidelines of Eskenazi Hospital, when communicating with other providers. The Business Associate Agreement is attached and incorporated by reference. SEMHC employees will review the HIPAA policy annually as required training and will receive in-service HIPAA training as needed.
- 6.04 The Parties understand that the information provided to them or obtained during the performance under this Agreement is confidential and may not, without prior written consent from the client, be disclosed except to employees or agents of SEMHC or IMPD who have a need to know in order to perform under this Agreement. The failure to comply in all material respects with this section shall be considered a material breach of this Agreement. The obligations of this section shall survive the termination of this Agreement. Confidential information shall not include information, that: (a) was known by the Parties at the time it was received; (b) is, as of the time of its disclosure or thereafter becomes, part of the public domain through a source other than the Parties; (c) is made known to the Parties by a third person who does not impose any obligation of confidence on the Parties with respect to such information; (d) is required to be disclosed pursuant to governmental authority, law, regulation, duly authorized subpoena or court order whereupon each Party shall provide notice to the other Party prior to such disclosure; or (e) information that is independently developed by the Parties without references to the confidential information.

SECTION VII. GENERAL PROVISIONS

- 7.01 Independent Contractor. The Parties agree that SEMHC and IMPD are independent entities and are not employees or agents of the other. The Parties acknowledge that they are not insured in any manner by the other Party for any loss of any kind whatsoever. The Parties agree that neither Party has the authority, express or implied, to bind or obligate the other Party in any way. Each Party shall retain responsibility for its agents, employees, interns, and other persons under its control or supervision.
- 7.02 Subcontracting. The Parties agree that neither Party shall subcontract, assign or delegate any portion of this Agreement or the Services to be performed hereunder without prior written approval of the other Party.
- 7.03 Indemnification. Each Party to this Agreement shall be responsible for its own acts or omissions and any claims, liabilities, injuries, suits, demands or expenses of any kind that may result or arise out of any alleged conduct by the Party, its officers or employees, in the performance or omission of any act or responsibility of that Party under this Agreement. In the event a claim is made against either or both Parties, the intent of the Parties is to cooperate in the defense of said claim and to cause an insurer, if any, to do likewise. However, each Party shall have the right to take any action it believes necessary to protect its interests.
- 7.04 Notice. Any notice, invoice, order or other correspondence required to be sent under this Agreement shall be sent to:

To SEMHC:

General Counsel
Eskenazi Health
Legal Affairs
Fifth-Third Office Bldg.
720 Eskenazi Ave.
Indianapolis, IN 46202

To IMPD:

IMPD, Office of the Chief
50 N. Alabama Street
Indianapolis, IN 46204

- 7.05 Non-discrimination. The Parties to this Agreement shall not discriminate against any employee, applicant, or contractor; employed by or employed in the performance of the Agreement with respect to his or her hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of her or his race, religion, color, sex, gender identity, sexual orientation, disability, national origin, ancestry, age or United States military service veteran status. These prohibitions shall further apply to any contractors or subcontractors engaged by the Parties in carrying out the respective obligations set forth in this Agreement. Breach of this section shall be regarded as a material breach of this Agreement.

7.06 Force Majeure. In the event that either Party is unable to perform any of its obligations under this Agreement – or to enjoy any of its benefits – because of natural disaster or decrees of governmental bodies not the fault of the affected Party (referred to as Force Majeure Event), the Party who has been so affected shall immediately give notice to the other and shall take commercially reasonable actions to resume performance. Upon receipt of such notice, all obligations under this Agreement shall be immediately suspended except for payment obligations with respect to service already provided. If the period of nonperformance exceeds sixty (60) days from the receipt of the Force Majeure Event, the Party whose ability to perform has not been so affected may, by giving written notice, terminate this Agreement.

7.07 Insurance. SEMHC shall obtain and maintain at its expense (except as otherwise set forth in this Agreement) customary forms of insurance in commercially reasonable amounts covering SEMHC and activities and personnel for which SEMHC is responsible under rules of law applicable to this Agreement. Such coverage may be by commercial insurance, reinsurance or self-insurance established on an actuarially sound basis. All insurance required pursuant to this Agreement shall be on an occurrence basis unless a particular type of insurance is not available on an occurrence basis on commercially reasonable terms and is available on commercially reasonable terms only on a claims made basis, in which case such insurance shall include (or subsequently be made to include) “tail” coverage (or its equivalent in effect) in the event of this Agreement’s expiration or termination (provided that such coverage is available on commercially reasonable terms). Upon request, SEMHC shall provide IMPD with written documentation evidencing such insurance coverage.

IMPD shall obtain and maintain at its expense customary forms of insurance in commercially reasonable amounts covering IMPD and activities and personnel for which IMPD is responsible under rules of law applicable to this Agreement. Such coverage may be by commercial insurance, reinsurance or self-insurance established on an actuarially sound basis. All insurance required pursuant to this Agreement shall be on an occurrence basis unless a particular type of insurance is not available on an occurrence basis on commercially reasonable terms and is available on commercially reasonable terms only on a claims made basis, in which case such insurance shall include (or subsequently be made to include) “tail” coverage (or its equivalent in effect) in the event of this Agreement’s expiration or termination (provided that such coverage is available on commercially reasonable terms). Upon request, IMPD shall provide SEMHC with written documentation evidencing such insurance coverage.

7.08 Compliance with Law. The Parties believe that this Agreement complies with all applicable local, state, and federal laws and regulations, specifically including, but not limited to, the Indiana insurance laws, Medicare/Medicaid Fraud and Abuse Anti-Kickback Statute (42 U.S.C. §1320a-7(b), Stark Laws (42 U.S.C. §1395nn), the Indiana Anti-kickback Statute (Ind. Code §12-15-24), and the Internal Revenue Code, specifically including the proscriptions against private inurement and private benefit (hereinafter “Law” or “Laws”). If, at any time, this Agreement is found to violate any Law, or if either Party has a reasonable belief that this Agreement creates a material risk

of violating any Law, then such Party shall provide written notice along with opinion of counsel to the other Party and the Parties shall work in good faith to amend the Agreement. If a mutually agreeable amendment to any problematic provision cannot be made within thirty (30) days of the date of written notice of violation or material risk of violation of Laws, then the Agreement may be terminated immediately upon sending written notice to the other Party.

- 7.09 Waiver. The Parties delay or inaction in pursuing remedies set forth in this Agreement, or available by law, shall not operate as a waiver of any of the Parties' rights or remedies.
- 7.10 Severability. If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the provision shall be stricken, and all other provisions of this Agreement which can operate independently of such stricken provisions shall continue in full force and effect.
- 7.11 Cooperation with Regard to Litigation and Claims. The Parties shall (a) promptly notify one another of events that may give rise to claims, or the assertion of potential claims, or the filing of claims, related to Services hereunder, and (b) cooperate to the extent appropriate in the resolution or defense of claims.
- 7.12 Media Releases. The Parties shall make best efforts to coordinate any MCAT related media releases, media appearances, public disclosures, and/or similar public announcements, whether written or verbal, with the other Party.
- 7.13 Successors and Assigns. SEMHC and IMPD each binds itself and its partners, successors, executors, administrators and assigns to the other Party of this Agreement and to the partners, successors, executors, administrators and assigns of such other Party, in respect to all covenants of this Agreement; except as otherwise provided herein, the Parties shall not assign, sublet or transfer interest in this Agreement without the written consent of the other Party. Nothing herein shall be construed as creating any personal liability on the part of the Parties' officers or agents.
- 7.14 Non-Exclusivity. This Agreement shall not limit IMPD's rights to obtain like Services from sources other than SEMHC.
- 7.15 Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements, written or verbal, between IMPD and SEMHC on this subject matter. No statements, promises or agreements whatsoever, in writing or verbal, in conflict with the terms of the Agreement have been made by IMPD or SEMHC which in any way modify, vary, alter, enlarge or invalidate any of this Agreement's provisions or obligations. This Agreement may be amended and modified only in writing signed by both IMPD and SEMHC.
- 7.16 Governing Law. Any lawsuit arising out of this Agreement will be brought in the courts of Marion County, Indiana, and will be governed by the laws of the State of Indiana.

IMPD and SEMHC will at all times comply with and observe all federal, state, and local laws, ordinances, and regulations in effect during the term of this Agreement.

- 7.17 Survival. This Agreement's termination shall not terminate the Parties' obligations and rights that have arisen during the period in which this Agreement was in effect, and accordingly, the provisions hereof shall survive to the extent necessary to satisfy their specific terms or as necessary to enforce the Parties' rights and obligations arising while the Agreement is in effect.
- 7.18 Use of Names. IMPD and SEMHC will agree upon appropriate uses of their respective names related to this Agreement. No unconsented public or promotional use of either Party's name is allowed.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the dates subscribed below.

d/b/a Eskenazi Health, Sandra Eskenazi
Mental Health Center

By: Sigfrido Pagan

Name: Sigfrido Pagan

Title: VP, Supply Chain Management

Date: 10/13/2022 | 3:10 PM EDT

Indianapolis Metropolitan Police Dept.

By: Randal Taylor

Name: Randal Taylor

Title: Chief of Indianapolis Metropolitan
Police Dept.

Date: 10-6-2022

Attachment A

Mobile Crisis Assistance Team Proposed Staffing¹

IMPD commits to dedicate staff to work in MCAT, and will endeavor to maintain the level of staffing consistent with staffing for MCAT as of the date of the execution of this Agreement.

¹ This is only proposed staffing and the Parties may throughout the term of the Agreement collaboratively increase or decrease staffing to reflect then existing community need and/or availability of staff.

EXHIBIT B
THE HEALTH AND HOSPITAL CORPORATION OF MARION COUNTY
BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“Agreement”) is entered into by and between **THE CITY OF INDIANAPOLIS, INDIANAPOLIS METROPOLITAN POLICE DEPARTMENT**, (the “Business Associate”) with an address at 50 N. Alabama Street, Indianapolis, Indiana 46204 , and THE HEALTH AND HOSPITAL CORPORATION OF MARION COUNTY D/B/A SANDRA ESKENAZI MENTAL HEALTH CENTER (“**SEMHC**”) (referenced collectively as “Covered Entity”), with an address at 720 Eskenazi Avenue, Indianapolis, Indiana 46202 (each a “Party” and collectively the “Parties”).

The Parties have an **MCAT and IMPD Crisis Intervention Team Memorandum of Understanding** (“Underlying Agreement”) under which the Business Associate creates, receives, transmits, maintains, uses or discloses Protected Health Information (PHI) in its performance of services for the benefit of the Covered Entity. The Parties are committed to complying with the Standards for Privacy of Individually Identifiable Health Information (the “Privacy Rule”) and the Standards for Security of Electronic Protected Health Information (the “Security Rule”) under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), the Health Information Technology for Economic and Clinical Health Act (Title XIII of the American Recovery and Reinvestment Act of 2009) (“HITECH”), and all related statutes and regulations as amended from time to time. This Agreement, in conjunction with the Privacy and Security Rules, sets forth the terms and conditions pursuant to which PHI (electronic and non-electronic) that is created, received, maintained, or transmitted by, the Business Associate from or on behalf of Covered Entity, will be handled between the Business Associate and Covered Entity and with third parties during the term of their Underlying Agreement and after its termination. The Parties agree as follows:

1. PERMITTED USES AND DISCLOSURES OF PHI

1.1 **Services**. Pursuant to the Underlying Agreement, Business Associate provides services (“Services”) for Covered Entity that involve the use and disclosure of PHI. Except as otherwise specified herein, the Business Associate may make any and all uses of PHI necessary to perform its obligations under the Underlying Agreement. All other uses not authorized by this Agreement are prohibited. Moreover, Business Associate may disclose PHI for the purposes authorized by this Agreement only: (i) to its employees, subcontractors and agents, in accordance with Section 2.1(d), or (ii) as otherwise permitted by or as required by the Privacy or Security Rule.

1.2 **Business Activities of the Business Associate**. Unless otherwise limited herein and if such use or disclosure of PHI would not violate the Privacy or Security Rules if done by the Covered Entity, the Business Associate may:

- a. use the PHI in its possession for its proper management and administration and to fulfill any present or future legal responsibilities of the Business Associate provided that such uses are permitted under state and federal confidentiality laws.

- b. disclose the PHI in its possession to third parties for the purpose of its proper management and administration or to fulfill any present or future legal responsibilities of the Business Associate, provided that the Business Associate represents to Covered Entity, in writing, that (i) the disclosures are required by law, as provided for in 45 C.F.R. § 164.501 or (ii) the Business Associate has received from the third party written assurances regarding its confidential handling of such PHI as required under 45 C.F.R. § 164.504(e)(4) and § 164.314, and the third party notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- c. Business Associate may, if permitted by the Underlying Agreement, provide data aggregation services relating to the health care operations of the Covered Entity.

2. RESPONSIBILITIES OF THE PARTIES WITH RESPECT TO PHI

2.1 Responsibilities of the Business Associate. With regard to its use and/or disclosure of PHI, the Business Associate hereby agrees to do the following:

- a. Not use or disclose PHI other than as permitted or required by the Agreement or as required by law;
- b. Use appropriate safeguards, and comply with the Security Rule with respect to electronic PHI, to prevent use or disclosure of PHI other than as provided for by the Agreement, which shall include, at a minimum: (i) implementing and documenting appropriate Administrative, Physical and Technical Safeguards in order to preserve the Confidentiality, Integrity and Availability of all PHI and prevent any unauthorized Use or Disclosure of PHI or any Breach or Security Incident or other violation of HIPAA; and (ii) making such documentation available to Covered Entity for review upon request;
- c. Report, in writing, to Covered Entity within five (5) business days any use, suspected use, disclosure or suspected disclosure of PHI not provided for by the Agreement of which it becomes aware, including Breaches of Unsecured PHI as required at 45 C.F.R. § 164.410, or any Security Incident of which it becomes aware, and cooperate with the Covered Entity in any mitigation or breach reporting efforts. Said report shall identify (i) the known facts and circumstances related to the incident; (ii) the PHI that is known to be the subject of the incident; (iii) the persons who are known to have information about the incident; and (iv) the corrective action that Business Associate took or will take to mitigate any deleterious effects of the incident and to prevent future incidents. The Parties acknowledge and agree that this provision shall constitute notice by Business Associate of any unsuccessful Security Incident, which includes, but is not limited to: pings and other broadcast attacks on Business Associate's firewall, port scans, unsuccessful log-on attempts, denials of service and any combination of the above, and which does not result in unauthorized access, use or disclosure of PHI. Additionally, Business Associate in its capacity as a "service provider" to Covered Entity under the FTC Red Flags Rule set forth at 16 C.F.R. Part 681, as amended, shall report to Covered

Entity any suspicious circumstances or “red flags” indicative of actual or possible identify theft or deception as require therein;

- d. In accordance with 45 C.F.R. §§ 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, to ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of the Business Associate agree in writing to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information;
- e. Ensure that any agent or subcontractor to whom the Business Associate provides PHI, as well as Business Associate, not export PHI beyond the borders of the United States of America;
- f. Within ten (10) business days' request of Covered Entity, make available PHI in a designated record set, if applicable, to Covered Entity, as necessary to satisfy Covered Entity's obligations under 45 C.F.R. § 164.524 and with respect to an individual's request for an electronic copy of PHI.
- g. Within ten (10) business days, make any amendment(s) to PHI, if applicable, in a designated record set as directed or agreed to by the Covered Entity pursuant to 45 C.F.R. § 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 C.F.R. § 164.526;
- h. As applicable, maintain and make available the information required to provide an accounting of disclosures as necessary to satisfy Covered Entity's obligations under 45 C.F.R. § 164.528;
- i. To the extent the Business Associate is to carry out one or more of Covered Entity's obligation(s) under the Privacy Rule, comply with the requirements of the Privacy Rule that apply to the Covered Entity in the performance of such obligation(s);
- j. Comply with minimum necessary requirements under the HIPAA Rules;
- k. Not use or disclose PHI it received in its capacity as a business associate for marketing or fundraising purposes;
- l. Make its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of Covered Entity, available to the Secretary for the purpose of determining Covered Entity's compliance with HIPAA, subject to the Business Associate's professional obligations with respect to such practices, books and records. For purposes of clarity, this provision does not obligate Business Associate to provide any information unrelated to the services provided to Covered Entity by Business Associate pursuant to the Underlying Agreement(s); and
- m. Acknowledge that if it violates any of the requirements provided under this Agreement, Business Associate will be subject to the same civil and criminal penalties that a

Covered Entity would be subject to if such Covered Entity violated the same requirements. This liability includes all costs arising from a Breach of Unsecured PHI or Security Incident for which Business Associate is responsible.

2.2 Responsibilities of Covered Entity. With regard to the use and/or disclosure of PHI by the Business Associate, Covered Entity hereby agrees:

- a. To inform the Business Associate of any limitations in the form of notice of privacy practices that Covered Entity provides to individuals pursuant to 45 C.F.R. § 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI;
- b. To inform the Business Associate of any changes in, or revocation of, the permission by an individual to use or disclose PHI, to the extent that such limitation may affect Business Associate's use or disclosure of PHI; and
- c. To notify the Business Associate, in writing and in a timely manner, of any restriction on the use or disclosure of PHI that Covered Entity has agreed to or is required to abide by under 45 C.F.R. § 164.522, to the extent that such restriction may impact in any manner the use and/or disclosure of PHI by the Business Associate under this Agreement. Except if the Business Associate will use or disclose PHI for (and the Underlying Agreement includes provisions for) data aggregation or management and administration and legal responsibilities of the Business Associate, Covered Entity will not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy and Security Rules if done by the Covered Entity.

3. TERMS AND TERMINATION

3.1 Term. The Term of this Agreement shall commence on the Effective Date, and shall terminate on the termination date of the relevant Underlying Agreement or on the date Covered Entity terminates this Agreement for cause as authorized in paragraph 3.2 of this Section, whichever is sooner.

3.2 Termination for Cause. Business Associate authorizes termination of this Agreement and the Underlying Agreement by Covered Entity, if Covered Entity determines Business Associate has violated a material term of the Agreement and Business Associate has not immediately taken all steps necessary to cure the breach or ended the violation within the time specified by Covered Entity.

3.3 Obligations of Business Associate upon Termination. Business Associate agrees to return or destroy all PHI pursuant to 45 C.F.R. § 164.504(e)(2)(ii)(J). Prior to doing so, the Business Associate further agrees to recover any PHI in the possession of its subcontractors or agents. If it is not feasible for the Business Associate to return or destroy said PHI, the Business Associate will notify Covered Entity in writing and the Covered Entity may disagree with the Business Associate's determination. This notification shall include: (i) a statement that the Business Associate has determined that it is not feasible to return or destroy the PHI in its possession, and

(ii) the specific reasons for such determination. Business Associate further agrees to extend any and all protections, limitations and restrictions contained in this Agreement to the Business Associate's 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. If it is not feasible for the Business Associate to obtain, from a subcontractor or agent any PHI in the possession of the subcontractor or agent, the Business Associate must provide a written explanation to Covered Entity and require the subcontractors and agents to agree to extend any and all protections, limitations and restrictions contained in this Agreement to the subcontractors' and/or agents' 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.

3.4 Automatic Termination. This Agreement will automatically terminate without any further action of the Parties upon the termination or expiration of the Underlying Agreement.

4. INDEMNIFICATION

Each Party to this Agreement shall be responsible for its own acts or omissions and any claims, liabilities, injuries, suits, demands or expenses of any kind that may result or arise out of any alleged conduct by the Party, its officers or employees, in the performance or omission of any act or responsibility of that Party under this Agreement, including failure to perform its obligations under the HIPAA Rules. In the event a claim is made against either or both Parties, the intent of the Parties is to cooperate in the defense of said claim and to cause an insurer, if any, to do likewise. However, each Party shall have the right to take any action it believes necessary to protect its interests.

This indemnification obligation shall survive the expiration or termination of this Agreement for any reason.

5. MISCELLANEOUS

5.1 Business Associate. For purposes of this Agreement, Business Associate shall include the named Business Associate herein. However, in the event that the Business Associate is otherwise a Covered Entity under the Privacy or Security Rule, that entity may appropriately designate a health care component of the entity, pursuant to 45 C.F.R. § 164.504(a), as the Business Associate for purposes of this Agreement.

5.2 Survival. The respective rights and obligations of Business Associate and Covered Entity under this Agreement, shall survive termination of this Agreement indefinitely.

5.3 Amendments; Waiver. This Agreement may not be modified, nor shall any provision hereof be waived or amended, except in a writing duly signed by authorized representatives of the Parties. A waiver with respect to one event shall not be construed as continuing, or as a bar to or waiver of any right or remedy as to subsequent events. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law.

5.4 Interpretation. Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Rules.

5.5 No Third Party Beneficiaries. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the Parties and the respective successors or assigns of the Parties, any rights, remedies, obligations, or liabilities whatsoever.

5.6 Notices. Any notices to be given hereunder to a Party shall be made via U.S. Mail or express courier to such Party's address given below.

If to **Business Associate** to:

Company Name: City of Indianapolis, Indianapolis Metropolitan Police Department
Address: 50 N. Alabama Street
City/State/Zip Indianapolis, Indiana 46204

Contact: Office of the Chief
Attn: IMPD Legal Unit
Phone: 317-327-2710
Email: IMPD-Legal@indy.gov

If to **Health and Hospital Corporation of Marion County d/b/a/ SEMHC**:

Eskenazi Health
Legal Affairs
720 Eskenazi Avenue – FOB 5th Fl.
Indianapolis, Indiana 46202
Attention: Privacy Director & Associate Counsel

Each Party named above may change its fax or address and that of its representative for notice by the giving of notice thereof in the manner hereinabove provided.

5.7 Counterparts; Facsimiles. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile copies hereof shall be deemed to be originals.

5.8 Disputes. If any controversy, dispute or claim arises between the Parties with respect to this Agreement, the Parties shall make good faith efforts to resolve such matters informally.

5.9 Changes in Law. The Parties recognize that this Agreement is at all times subject to applicable state, local, and federal laws. The Parties further recognize that this Agreement may become subject to amendments in such laws and regulations and to new legislation. Any provisions of law that invalidate, or are otherwise inconsistent with, the material terms and conditions of this Agreement, or that would cause one or both of the Parties hereto to be in violation of law, shall be deemed to have superseded the terms of this Agreement and, in such event, the Parties agree to

utilize their best efforts to modify the terms and conditions of this Agreement to be consistent with the requirements of such law(s) in order to effectuate the purposes and intent of this set forth in an executed written agreement within thirty (30) days of receipt of notice from one Party to the other Party setting forth the proposed changes, then either Party may, by giving the other an additional sixty (60) days written notice, terminate this Agreement, unless this Agreement would terminate earlier by its terms. In the event amendments or changes in existing law, general instructions, or new legislation, rules, regulations, or decisional law preclude or substantially preclude a contractual relationship between the Parties similar to that expressed in this Agreement, then, under such circumstances, where renegotiation of the applicable terms of this Agreement would be futile, either Party may provide the other at least sixty (60) days advance written notice of termination of this Agreement, unless this Agreement would terminate earlier by its terms. Upon termination of this Agreement as hereinabove provided, neither Party shall have any further obligation hereunder except for (i) obligations occurring prior to the date of termination, and (ii) obligations, promises or covenants contained herein which are expressly made and intended to extend beyond the term of this Agreement.

5.10 Construction of Terms. The terms of this Agreement shall be construed in light of any applicable interpretation or guidance on HIPAA and/or the Privacy Rule issued by the Department of Health and Human Services Office for Civil Rights from time to time.

5.11 Contradictory Terms. Any provision of the Underlying Agreement that is directly contradictory to one or more terms of this Agreement ("Contradictory Term") shall be superseded by the terms of this Agreement as of the Effective Date of this Agreement to the extent and only to the extent of the contradiction, only for the purpose of the Covered Entity's compliance with the Privacy Rule and only to the extent that it is reasonably impossible to comply with both the Contradictory Term and the terms of this Agreement.

5.12 Governing Law. This Agreement and any Underlying Agreement shall be governed by Indiana law notwithstanding any conflicts of law provisions to the contrary.

5.13 Legal Obligations. In the event Business Associate believes it has a legal obligation to further disclose any PHI in Business Associate's possession, including, but not limited to, obligations that arise from the issuance of a third party discovery request, subpoena or court order, Business Associate shall notify Covered Entity as soon as reasonably practical after it learns of such obligation, and in any event within a time sufficiently in advance of the proposed release date such that Covered Entity's rights and interests would not be prejudiced, as to the legal requirement pursuant to which Business Associate believes the PHI must be released. If Covered Entity objects to the release of such PHI, Business Associate shall allow Covered Entity to exercise any legal rights or remedies which either Covered Entity or Business Associate might have with respect to further Disclosure of PHI.

5.14 Exclusions for Limitation of Liability. If the Business Associate has limited its liability to the Covered Entity under the terms of any underlying services agreement, whether with a maximum recovery for direct damages or a disclaimer against any consequential, indirect, punitive damages, or other such limitations, notwithstanding such language in such underlying agreement, all such limitations shall exclude any damages or indemnification obligations owed to Covered

Entity arising from Business Associate's breach of its obligations under this Agreement or HIPAA, or relating to its Use, Disclosure or safeguarding of PHI.

5.15 Confidentiality under 42 C.F.R. Part 2. Covered Entity operates substance use disorder programs that must comply with the Federal Confidentiality of Substance Use Disorder Patient Records law and regulations, 42 USC § 290dd-2 and 42 C.F.R. Part 2 (collectively, "Part 2").

a. Qualified Service Organization ("QSO") Agreement Responsibilities

- i. To the extent that in performing its services for or on behalf of Covered Entity, Business Associate uses, discloses, maintains, or transmits Protected Health Information that is protected by Part 2, Business Associate acknowledges and agrees that it is a QSO for the purpose of such federal law; acknowledges and agrees that in receiving, storing, processing or otherwise dealing with any such patient records, it is fully bound by the Part 2 regulations; and, if necessary will resist in judicial proceedings any efforts to obtain access to patient records except as permitted by the Part 2 regulations.
- ii. Notwithstanding any other language in this Agreement, Business Associate acknowledges and agrees that any patient information it receives from Covered Entity that is protected by Part 2 may be disclosed to agents or subcontractors only under the following conditions: 1) the disclosure is for the purpose of payment or health care operations only; and 2) there is a written contract or comparable legal instrument that requires the third party not only be bound by 42 C.F.R. Part 2, but also implement appropriate safeguards to prevent unauthorized uses and disclosures, and report any unauthorized uses, disclosures or breaches of Part 2 information to the Business Associate.

6. Definitions

The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach of Unsecured PHI, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information ("PHI"), Required By Law, Secretary, Security Incident, Subcontractor, and Use. Specific definitions include:

- a. Business Associate. "Business Associate" shall generally have the same meaning as the term "business associate" at 45 C.F.R. 160.103, and in reference to the Party to this Agreement, shall mean [IMPD].
- b. Covered Entity. "Covered Entity" shall generally have the same meaning as the term "Covered Entity" at 45 C.F.R. 160.103, and in reference to the Party to this Agreement, shall mean SEMHC.
- c. HIPAA Rules. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 C.F.R. Part 160 and Part 164.

- d. Electronic Protected Health Information or Electronic PHI. Electronic PHI which is transmitted by Electronic Media (as defined in the HIPAA Rules) or maintained in Electronic Media.
- e. Privacy Rule. Privacy Rule shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Part 160, and Part 164, Subparts A and E.
- f. Secretary. Secretary shall mean the Secretary of the Department of Health and Human Services (HHS) or his or her designee as defined by HIPAA.
- g. Security Rule. Security Rule shall mean the Standards for Security of Electronic Protected Health Information at 45 C.F.R. Parts 160, and 164, Subparts A and C.
- h. A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended.

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed in its name and on its behalf.

d/b/a Eskenazi Health, Sandra Eskenazi
Mental Health Center

By: Rene Wyatt-Foston

Name: Rene Wyatt-Foston

Title: Senior Counsel & Privacy Director

Date: 10/13/2022 | 3:07 PM EDT

Indianapolis Metropolitan Police Dept.

By: Randal Taylor

Name: Randal Taylor

Title: Chief of Indianapolis Metropolitan
Police Dept.

Date: 10-06-2022

Certificate Of Completion

Envelope Id: C0ED282590C84697836502581AEA7A5D

Status: Completed

Subject: Please DocuSign: SEMHC MCAT Agreement

Patient MRN: NA

workitemId: NA

Source Envelope:

Document Pages: 18

Signatures: 2

Envelope Originator:

Certificate Pages: 5

Initials: 0

Brent Fraker

AutoNav: Enabled

Brent.Fraker@Eskenazihealth.edu

Enveloped Stamping: Enabled

IP Address: 216.109.110.11

Time Zone: (UTC-05:00) Indiana (East)

Record Tracking

Status: Original

Holder: Brent Fraker

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Brent.Fraker@Eskenazihealth.edu

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Storage Appliance Status: Connected

Pool: The Health & Hospital Corp of Marion County Location: DocuSign

Signer Events**Signature****Timestamp**

Rene Wyatt-Foston



Sent: 10/6/2022 12:18:39 PM

rene.wyatt-foston@eskenazihealth.edu

Viewed: 10/13/2022 3:06:45 PM

Senior Counsel & Privacy Director

Signed: 10/13/2022 3:07:27 PM

Security Level: Email, Account Authentication
(None)

Signature Adoption: Pre-selected Style

Using IP Address: 107.133.205.130

Electronic Record and Signature Disclosure:

Accepted: 6/15/2022 12:42:42 PM

ID: 7d1066e4-fb8f-4175-9c27-37f042c78d7a

Sigfrido Pagan



Sent: 10/13/2022 3:07:28 PM

Sigfrido.Pagan@Eskenazihealth.edu

Viewed: 10/13/2022 3:10:00 PM

VP, Supply Chain Management

Signed: 10/13/2022 3:10:37 PM

Eskenazi Health

Security Level: Email, Account Authentication
(None)

Signature Adoption: Pre-selected Style

Using IP Address: 208.88.104.244

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp****Witness Events****Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	10/6/2022 12:18:39 PM
Certified Delivered	Security Checked	10/13/2022 3:10:00 PM
Signing Complete	Security Checked	10/13/2022 3:10:37 PM
Completed	Security Checked	10/13/2022 3:10:37 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, The Health & Hospital Corp of Marion County (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact The Health & Hospital Corp of Marion County:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: cortney.gundlach@eskenazihealth.edu

To advise The Health & Hospital Corp of Marion County of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at cortney.gundlach@eskenazihealth.edu and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from The Health & Hospital Corp of Marion County

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to cortney.gundlach@eskenazihealth.edu and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with The Health & Hospital Corp of Marion County

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to cortney.gundlach@eskenazihealth.edu and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify The Health & Hospital Corp of Marion County as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by The Health & Hospital Corp of Marion County during the course of your relationship with The Health & Hospital Corp of Marion County.



MARION SUPERIOR COURT
PROBATION DEPARTMENT
SERVING THE COURTS AND THE COMMUNITY

SERVICE REFERRAL AGREEMENT

Pursuant to the provisions of Indiana Code 12-23-14 and the Rules of the Judicial Conference of Indiana, the Marion Superior Court Probation Department and Alcohol & Drug Services (MSCADS) Program (hereinafter known as "Program") and Eskenazi Health Midtown (hereinafter known as "Agency"), enter into a Service Referral Agreement. This agreement covers the following services indicated below:

- ☒ Alcohol and Drug Services
- ☐ Anger Control Counseling
- ☐ Sex Offender Counseling
- ☐ Life Skills Programming

- ☐ Batterers Intervention Programming
- ☐ Parenting Classes
- ☐ Anti-Theft/Conversion Programming
- ☐ Other (*List Below*)

The agreement is intended to establish a referral and service program designed to provide quality and consistent services for clients of the Program that may be referred to the Agency. It does not agree to a predetermined number of referrals or that the Agency will be preferred over any other Agency that has entered into a similar agreement with the Program. The Program reserves the right to include or exclude any of the services being provided by the Agency. Acceptance of this agreement is pursuant to the Program establishing and maintaining an understanding of your Agency's purpose, scope, and program. Acceptance also means that you agree to consistently provide timely and routine progress reports and/or alerts including but not limited to updates, relapses, reports of drug screens, missed sessions, and discharge summaries on each client. Failure to provide timely and routine progress reports on all Probation referrals serves as grounds for immediate termination of this agreement.

For each referral, the Program will provide the Agency with the following information:

- Individual Service Contract (except for Life Skills programming), including the required services.
- For Alcohol and Drug Services referrals, a copy of the Interview Guide completed with the client.
- Probable Cause and/or Charging Information, when available, for the case in which they are being referred for services.
- Summary of the client's prior criminal charges.
- The client's most recent Indiana Risk Assessment System transcript.
- A copy of any other risk assessments completed.

The Agency is encouraged to utilize this material to their best advantage, in conjunction with their own procedures, in a manner conducive to reducing repetitive intake and assessment information, which may add unnecessarily to client expenses.

Service Providers will honor the recommended course of programming outlined in the Individual Service Contract, where possible. To alter the recommended course of programming, the Agency must consult with the assigned probation officer and his/her supervisor. If an agreement cannot be reached on the best course of programming for the client, the Program Director shall intervene. As a last resort, the client may be referred to a different Agency by the Marion Superior Court Probation Department.

If the Agency cannot service the client for any reason, the client must be referred back to the Program with a recommendation for referral elsewhere. The Agency is not to refer the client to another Agency without first consulting the Program as it may not be an Agency utilized by the Program.

Agencies agree to send monthly progress reports to the assigned officer.

In an effort to better assist our clients, the Program employs evidence based practices and requires our agencies to do the same.

By entering into this agreement, the Agency agrees to participate in a yearly fidelity review process. As part of a process, the Agency agrees to permit and authorize representatives from the Program to visit, review, research and/or evaluate the Agency's program, operations and/or service practices. This will include the ability to either sit in on group sessions or review files of those client's referred.

For services the Agency wants to offer, the following must be made available to the Program within 30 days of being requested:

- program curriculum
- course syllabus
- course lesson plans or outlines,
- a list of supporting materials
- references to the Program Director

At a minimum, this information will be reviewed annually as part of the fidelity review process.

CERTIFICATIONS

Agencies wishing to receive referrals for Alcohol and Drug Services must agree to maintain active certification with the Indiana Department of Mental Health and Addictions (DMHA).

Agencies wishing to receive referrals for Batterer's Intervention Programming must agree to maintain active certification with the Indiana Coalition Against Domestic Violence (ICADV).

A copy of these documents must remain on file with the Program at all times. This documentation must be made available to the Program within 30 days of being requested. At a minimum, this information will be reviewed annually as part of the fidelity review process.

PROFESSIONAL LIABILITY

The Agency agrees to provide professional liability insurance for all participating staff and accepts sole responsibility for the adequacy and consequences of services.

Verification of this insurance must remain on file with the Program at all times. This documentation must be made available to the Program within 30 days of being requested. At a minimum, this information will be reviewed annually as part of the fidelity review process.

INSTRUCTORS/COUNSELORS

The Agency will provide the Program with a current listing of all staff members working with Program clients. This list shall include the status and credentials of all staff members. This documentation must be made available to the Program within 30 days of being requested. At a minimum, this information will be reviewed annually as part of the fidelity review process.

ELIGIBILITY CRITERIA FOR REFERRAL AND ACCEPTANCE

The Agency's eligibility criteria for referral and acceptance of clients is as follows:

Clients must meet diagnostic criteria for substance abuse disorders according to DSM. Various specialty services are provided to clients also having mental illness and co-occurring disorders. As a matter of practicality, Eskenazi Health Midtown services clients living in Marion and surrounding counties. Eskenazi Health Midtown's Narcotics Treatment Program serves central Indiana.

The referral process for the Agency is as follows:

Clients will contact Eskenazi Health Midtown's Access Center at 317-880-8491 for immediate phone screening and appointment scheduling. The Access Center will briefly assess the client's needs and refer to the appropriate clinic. A full assessment will then be completed at the designated clinic by a clinician in collaboration with the client. Probation will forward the client service contract through email to the Access Center for processing.

The Program requires that all referrals be sent to an Agency utilizing email. All referrals from the Program shall be sent to the following email address:

*Service contracts are emailed to our Midtown Access Department at all contacts listed:
moneta.curry@eskenazihealth.edu, elizabeth.luksch@eskenazihealth.edu*

SERVICE FEE COLLECTION AND INDIGENT CLIENTS

The Agency agrees to provide the Program with a current schedule of service fees. The Agency further agrees that each client referred shall be solely responsible for paying fees charged to them and neither the Marion Superior Court nor Marion Superior Court Alcohol & Drug Services Program will have any liability for payment of fees.

The Agency criteria for referrals and acceptance of **indigent** clients is as follows:

Eskenazi Health Midtown provides financial counselors to assist patients in establishing insurance coverage including coverage for clients that meet poverty guidelines. Clients must provide necessary paperwork including proof of financial status, insurance, and application for any eligible benefits. Financial counselors are available to assist clients in collecting documentation and completing necessary applications. Co-payments are required based on individual financial status. Midtown Narcotics Treatment Program accepts Medicaid for reimbursement of services and a standard weekly fee for clients that do not have Medicaid.

COMPLIANCE REQUIREMENTS

The Agency agrees to abide by applicable Federal and State confidentiality rules and regulations; specifically: 42CFR, part 2. Also, no person will be discriminated against with regard to provision of services, scope of services, or the extension and/or withdrawal of any program benefit whatsoever on the basis of race, sex, religion, gender, national origin, ethnicity, sexual orientation, age, disabilities, marital status, socioeconomic status or political affiliation.

For those agencies providing Alcohol and Drug Services, the Agency also agrees to comply with MSCADS policy and procedures that govern its program.

The participating Agency acknowledges that there will be a copy of the regulations available for review in the Program Director's office along with the procedures for compliance. The regulations may be amended in writing whenever deemed appropriate, but at least bi-annually.

DURATION

This Contract will commence on 01/01/2018 and continue for an initial period of 12 months until 12/31/2018 unless terminated earlier as provided herein. Thereafter, this Contract will renew automatically from year to year unless terminated earlier as provided in this Contract. Either party may elect not to renew this Contract by giving notice to the other party at least thirty (30) days prior to the next anniversary date of this Contract, in which case this Contract will be terminated effective as of that anniversary date. The term "anniversary date" refers to the initial anniversary date and each subsequent one (1) year anniversary thereafter.

This agreement may be terminated at any time by either participating Agency. Written notice of termination to the other Agency must be in writing 30 days in advance of the termination date. The Program will investigate all complaints received by clients and/or Program staff. While investigating complaints, the Agency will be notified by the Program Director of said complaints.

If probable cause is found, the Agency may receive a suspension from receiving new referrals. If the problem is not rectified or reoccurs, the Agency will not be allowed to receive referrals from the Program for a minimum of one year. Grounds for termination by MSCADS include, but are not limited to:

- Mistreatment of clients and/or Program staff;
- Soliciting Program clients directly for your program;
- Failure to send monthly progress reports or alerts in a timely manner;
- Failure to send monthly discharge lists to Program Director;
- Failure to notify Program Director of staff changes;
- Failure to notify Program Director of Agency employee criminal (any charge) arrests;
- Failure to notify program staff of client's positive urine drug screens;
- Non-certified or authorized staff providing services to program clients;
- Providing unauthorized services to program clients;
- Failure to respond to Court Subpoenas for testimony on clients;
- Unsatisfactory recidivism rates; And or
- Failure to alert Program Director of any inappropriate client conduct including attempts to solicit favoritism, preferred treatment, or altered records.

The Marion Superior Court Alcohol & Drug Services Program is a certified program authorized by IC 12-23-14 to provide court-administered alcohol and drug services to persons who are alcohol abusers, drug abusers, or both. Any questions concerning our certification and authorization should be addressed to the Indiana Office of Court Services.

[Signature page to follow]

Eskénazi Health Midtown:

850 N. Meridian Street

Indianapolis, Indiana 46204

Phone: 317-554-2717

Fax: 317-554-2721

By: Lawrence Gossman

Print: Lawrence Gossman

Title: Associate Vice President

Date: 4/2/2018

Marion County Probation (Recommended for Approval)

By: Anthony Williams

Anthony Williams
Program Director

Date: 4/19/18

Approved by Marion Superior Court

By: Hon. Timothy Oakes

Hon. Timothy Oakes
Presiding Judge

Date: 4-19-18

By: Hon. Sheila A. Carlisle

Hon. Sheila A. Carlisle
Associate Presiding Judge

Date: 4.19.2018

By: Hon. Christina Klineman

Hon. Christina Klineman
Associate Presiding Judge

Date: 4/19/18

By: Heather Welch

Hon. Heather Welch
Associate Presiding Judge

Date: 04/24/2018

Contract Date: _____

ADDENDUM

Contracting Party: _____

Contract Title: _____

The Health and Hospital Corporation of Marion County d/b/a Eskenazi Health ("Eskenazi Health") and Contracting Party ("CP"), (collectively, "Parties"), expressly incorporate the following provisions into the attached Contract:

1. Any references to "Wishard Health Services" or "Wishard" in an existing Agreement or Contract are changed to "Eskenazi Health" due to the organization's name change from Wishard Health Services to Eskenazi Health.
2. This Addendum is coterminous with the Contract between the Parties. The terms of this Addendum shall not be superseded by the terms of a document renewing the Contract unless specifically stated in such document. In the event of conflict between or among the provisions in the attached Contract, and its attachments, and one or more of the provisions of this Addendum, the provisions contained in this Addendum control.
3. Indiana laws govern the interpretation, construction, performance, and enforcement of this Contract. Any legal action or proceeding related to this Contract shall be brought exclusively in either the United States District Court for the Southern District of Indiana, or, if that court lacks subject matter jurisdiction, in Marion County Superior Court of Marion County, Indiana. The Parties consent to personal jurisdiction of these courts, and waive any objections to the selected forum.
4. CP will at all times comply with and observe all applicable federal, state, and local laws, ordinances, regulations, and executive orders in effect during the term of this Contract. Services furnished under this Contract shall meet all applicable standards of The Joint Commission.
5. Pursuant to federal, state, and local law, CP agrees that it and its subcontractors, if any, will not discriminate against any employee or applicant for employment to be employed in the performance of this Contract with respect to hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, religion, color, sex, disability, national origin, ancestry, age, sexual orientation, gender identity, genetic information, or veteran status. CP affirms that it is an equal opportunity employer. Nothing in this section shall be construed to imply or establish an employment relationship between Eskenazi Health and any applicant or employee of CP or any subcontractor.
6. Eskenazi Health may terminate this Contract for any reason upon thirty (30) days' written notice.
7. Eskenazi Health, as a political subdivision of the State of Indiana, is exempt from taxes. CP agrees that Eskenazi Health is not obligated to pay or reimburse any taxes in connection with this Contract.
8. As required by Indiana Code § 22-5-1.7, **CP swears or affirms under the penalties of perjury that CP does not knowingly employ an unauthorized alien.** CP further agrees that: (a) If this is a contract for services, CP shall enroll in and verify the work eligibility status of all newly hired employees through the E-Verify program ("E-Verify"), unless E-Verify no longer exists; (b) CP shall not retain an employee or contract with a person that CP subsequently learns is an unauthorized alien; (c) CP shall require his/her/its subcontractors, who perform work under this Contract, to certify to CP that the subcontractor does not knowingly employ or contract with an unauthorized alien, and that the subcontractor has enrolled and is participating in E-Verify. CP agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor; and, (d) Eskenazi Health may terminate for default if CP fails to cure a breach of this provision no later than thirty (30) days after being notified by Eskenazi Health. In the event of termination under this section, CP may be liable for actual damages.
9. The following provisions apply if CP provides personnel to Eskenazi Health who: (a) provide, or assist in providing, direct patient care services; (b) regularly work in patient care areas; or (c) provide services (not limited to patient care services) in Eskenazi Health's facilities on a frequent or ongoing basis (as determined by Eskenazi Health). Subsection (c) applies, for example, where CP's personnel provide on-going services in Eskenazi Health's facilities that are typically performed by Eskenazi Health employees, but may not necessarily involve patient care. With regard to the above personnel, CP agrees to: (i) provide proof of compliance with OSHA requirements for TB tests and Hepatitis immunizations; (ii) provide (a) documentation of vaccination with >1 dose of Measles, Mumps, and Rubella (MMR) and Varicella (chickenpox); (b) have laboratory evidence of immunity; (c) a physician documented history of illness and proof of an initial and second step tuberculin skin test within the last year. If CP cannot provide these items, CP agrees to require its personnel to undergo appropriate screening for these diseases, and to provide proof of screening; (iii) provide proof of pre-employment drug screening; (iv) if applicable, provide proof of professional liability insurance; (v) if requested, furnish criminal history checks; (vi) provide verification that personnel have completed appropriate Eskenazi Health orientation, and if requested, direct personnel to complete any additional orientation and/or education requirements, and to provide Eskenazi Health with information necessary to enroll personnel in Eskenazi Health's E-Learning system; and (vii) evaluate personnel on an annual basis and, if requested, provide the evaluation to Eskenazi Health.
10. CP represents and warrants that neither it, nor any of its employees or other contracted staff (collectively in this paragraph, "employees") has been or is about to be excluded from participation in any Federal Health Care Program (as defined in 42 U.S.C. §1320a-7b(f)) under 42 U.S.C. §§1320a-7 or any other law or regulation. CP agrees to notify Eskenazi Health within five (5) business days of CP's receipt of notice of intent to exclude or actual notice of exclusion from any such program. The listing of CP or any of its employees on the Office of Inspector General's exclusion list, the General Services Administration's Lists of Parties Excluded from Federal Procurement and Nonprocurement Programs for

excluded individuals or entities, any state Medicaid exclusion list, or the Office of Foreign Assets Control's ("OFAC") blocked list shall constitute "exclusion" for purposes of this paragraph. If CP or any of its employees are excluded from any Federal Health Care Program or placed on the OFAC's blocked list, it shall be a material breach and this Addendum shall immediately terminate without penalty to Eskenazi Health, unless Eskenazi Health elects in writing to continue this Addendum. If CP is excluded from any Federal Health Care Program and fails to notify Eskenazi Health within five (5) business days of receipt of notice of exclusion by CP, CP agrees to indemnify Eskenazi Health for any sanctions, penalties, or fines incurred under the federal Civil Monetary Penalty Law (§1128A of the Social Security Act), the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), or the Balanced Budget Act of 1997, as a result of Eskenazi Health entering this Addendum with CP.

11. If CP is deemed a subcontractor subject to the disclosure requirements of 42 U.S.C. 1395x(v)(1)(I), CP will, until the expiration of four (4) years after the furnishing of services pursuant to this Contract, make available, upon written request by the Secretary of Health and Human Services, the Comptroller General, or any of their duly authorized representatives, a copy of this Contract, and the books, documents, and records of the CP that are necessary to verify the nature and extent of the costs incurred under this Contract. If CP carries out any of the duties of this Contract through a subcontract with a value or cost of \$10,000 or more over a twelve (12) month period with an organization related by common control or ownership as established by the applicable governing law, such subcontract will contain a clause to the effect that until the expiration of four (4) years after the furnishing of such services pursuant to such subcontract, the related organization will make available, upon request by the Secretary of Health and Human Services, the Comptroller General, or any of the duly authorized representatives, a copy of the subcontract and the books, documents, and records of such organization that are necessary to verify the nature and extent of such costs.
12. If CP is deemed a subcontractor or subgrantee of a federal grant or contract, 41 U.S.C. §4712 shall apply. CP must give written (in the predominant native language of the workforce) notification of the whistleblower protections provided by 41 U.S.C. §4712 to its employees working on any federal grant or contract. This notification must include, but is not limited to, the protection that an employee of a subcontractor or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for whistleblowing. Whistleblower protections cannot be waived by any agreement, policy, form, or condition of employment.
13. If applicable, CP agrees to sign Eskenazi Health's Business Associates Agreement ("BAA"), which sets forth the terms and conditions by which Protected Health Information ("PHI") shall be handled in compliance with HIPAA and other legal security and information privacy requirements. The confidentiality obligations agreed to in the BAA shall survive this Contract and remain in full force and effect after the expiration or termination of this Contract.
14. CP agrees to direct personnel to follow Eskenazi Health's policies and procedures that do not materially affect or alter any provision of this Contract, including but not limited to Eskenazi Health's Integrity and Corporate Compliance Program's policies and procedures, which are provided to CP as part of the vendor registration process, and Eskenazi Health's campus-wide Tobacco-Free Policy.
15. Pursuant to Indiana Code §5-14-3.8-3.5, and effective July 1, 2017, Eskenazi Health (as a political subdivision of the state of Indiana) is required to upload a digital copy of any contract that exceeds \$50,000. If this Contract is subject to statutory contract submission requirements, Eskenazi Health will upload this Contract, including any and all attachments, exhibits, and addenda. To the extent the Contract can be redacted pursuant to an exception listed in the Indiana Public Records Act, Ind. Code §5-14-3-4, it is CP's sole responsibility to provide Eskenazi Health with a redacted version of the Contract within 30 days of contract execution. (If redactions are challenged by a third party, CP shall be responsible for defending the rationale for its redaction and demonstrating compliance with the law.) Notwithstanding the foregoing or any other section of this Contract, if CP does not provide redactions that comply with the Indiana Public Records Act, Eskenazi Health shall upload/provide the Contract as required by law, and shall not be liable for the disclosure of content that CP deems confidential, proprietary, trade secret, or otherwise protected.
16. CP shall register in Eskenazi Health's Vendor Registration System, GHX/VendorMate, and pay the assessed fee prior to the commencement of business with Eskenazi Health. Thereafter, the annual fee shall be paid for as long as CP provides goods or services to Eskenazi Health. The Registration website may be accessed at www.ghx.com.

**The Health and Hospital Corporation of
Marion County d/b/a Eskenazi Health**

Matthew R. Gutwein
President and CEO,
Health and Hospital Corporation of Marion County

Date: _____

2/27/18

Contracting Party

Hon. Timothy Oakes, Presiding
Judge

Date: _____

4-18-18



3838 North Rural Street
Indianapolis, IN 46205
tele 317-221-2000
fax 317-221-2020
www.hhcorp.org

May 15, 2023

Lisa Harris, MD
Chief Executive Officer
Eskenazi Health Center
720 Eskenazi Avenue
Indianapolis, IN 46202

RE: City of Indianapolis and Marion County
Workforce Pipeline
Contract #20011

Dear Dr Harris:

This letter, when completely signed, is the Agreement entered into by and between Health and Hospital Corporation of Marion County d/b/a Marion County Public Health Department ("MCPHD") and Sandra Eskenazi Mental Health Center ("SEMHC") for the budget period beginning January 1, 2023, and ending December 31, 2024 in the amount of \$3,750,141.

SEHHC will administer a talent pipeline development program to increase the behavioral health clinician workforce and provide the work and services specified in the Scope of Services.

Attached hereto and incorporated herein to this letter, is a copy of the City's Grant Agreement including budget ("Attachment A").

If you concur, please sign in blue ink on the line provided and return this document to this office within seven days. After all of the necessary signatures have been obtained, I will send you a copy of the fully executed document. If I can be of any further assistance, please contact Lector Obara at lobara@hhcorp.org.

A handwritten signature in blue ink that reads 'Paul T. Babcock'.

Paul T. Babcock, President/CEO
Health and Hospital Corporation of
Marion County

A handwritten signature in blue ink that reads 'Lisa Harris'.

Lisa Harris, M.D., CEO
Eskenazi Health Center

Date: 5/24/2023 | 6:37 PM EDT

Date: 5/23/2023 | 6:34 PM EDT

SERVICES AGREEMENT

This Services Agreement (“Agreement”) for services related to the City of Indianapolis’s COVID-19 emergency response, entered into by the **Consolidated City of Indianapolis and Marion County, Indiana, by and through its Office of the Mayor (“City”)** and **Health and Hospital Corporation of Marion County (“Sub-recipient”)**, is executed pursuant to the terms and conditions set forth herein.

SECTION I. INTERPRETATION AND INTENT

- 1.01 The “Agreement,” as referred to herein, shall mean this Agreement executed by City and Sub-recipient, and shall include these Terms and Conditions, any Attachments described herein and attached hereto and any written supplemental agreement or modification entered into between City and Sub-recipient, in writing, after the date of this Agreement.
- 1.02 This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, written or verbal, between City and Sub-recipient. No conflicting statements, promises, or agreements, in writing or verbal, have been made by City or Sub-recipient which in any way modify, vary, alter, enlarge, or invalidate any of the provisions and obligations herein stated. This Agreement may be amended and modified only by means of a writing signed by both City and Sub-recipient.
- 1.03 In resolving conflicts, errors, discrepancies, and disputes concerning the scope of the work or services to be performed by Sub-recipient or other rights or obligations of City or Sub-recipient the document or provision thereof expressing the greater quantity, quality, or scope of service or imposing the greater obligation upon Sub-recipient and affording the greater right or remedy to City, shall govern.
- 1.04 Any interpretation applied to this Agreement, whether made by the parties hereto, by an arbitrator, court of law, or by any other third party, shall not be made against City solely by virtue of City or City’s representatives having drafted all or any portion of this Agreement.
- 1.05 This Agreement shall include, and incorporate by reference, any provision, covenant, or condition required or provided by law or by regulation of any state or federal regulatory or funding agency.

SECTION II. DUTIES OF SUB-RECIPIENT

- 2.01 Sub-recipient shall administer a talent pipeline development program to increase the behavioral health clinician workforce. Specifically, Sub-recipient agrees to provide the work and services specified in Attachment A, Scope of Services, attached to this Agreement and fully incorporated herein.

SECTION III. TERM

- 3.01 The term of this Agreement shall begin on January 1, 2023, and shall end on December 31, 2024, unless the Agreement is terminated earlier in accordance with the terms of this Agreement. Upon successful delivery of an updated spend plan no later than June 1, 2024, and with evidence of sufficient expenditure benchmarks, the City of Indianapolis will extend the agreement to May 30, 2026
- 3.02 This Agreement may be renewed by the parties' mutual consent. The term of the renewal may be shorter, but shall not be longer, than the term of the original Agreement. A renewal shall be only by means of a written instrument signed by both City and Sub-recipient and attached hereto as an amendment. If the parties execute a renewal, unless otherwise stated in writing, all other terms and conditions of the Agreement shall remain the same as set forth herein during the renewed term of the Agreement.

SECTION IV. COMPENSATION

- 4.01 Sub-recipient proposes to furnish all labor, materials, and supplies, in accordance with the conditions of this Agreement, necessary to complete the work and services as defined in Attachment A, and in accordance with the project budget which is fully incorporated into the Agreement and attached hereto as Attachment B. Sub-recipient's total compensation for work or services under this Agreement shall not exceed **Three Million Seven Hundred Fifty Thousand One Hundred Forty One Dollars (\$3,750,141.00)**.
- 4.02 Source of Funds. Sub-recipient's funding will be provided partially or entirely through funds provided to City from the Coronavirus Local Fiscal Recovery Fund, CFDA No. 21.027, created by Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) (the "Act"). The Act requires that the payments from the Coronavirus Local Fiscal Recovery Fund only be used to cover cost incurred: (1) to respond to the public health emergency with respect to the COVID-19 or its negative economic impacts; (2) to respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible works or providing grants to eligible workers who perform essential work; (3) to enable replacement of government revenues reduced due to the COVID-19 public health emergency; or (4) to make necessary investments in water, sewer, or broadband infrastructure. Fund payments are subject to the following requirements in the Uniform Guidance (2 C.F.R. Part 200): 2 C.F.R. § 200.303 regarding internal controls, 2 C.F.R. §§ 200.330 through 200.332 regarding sub-recipient monitoring and management, and subpart F regarding audit requirements.
- 4.05 Sub-recipient shall submit, on a monthly basis during the term of this Agreement, a properly itemized invoice for services performed and eligible expenses incurred. Sub-recipient shall cooperate with and provide any other necessary information to City. City will pay Sub-recipient within thirty (30) days after receipt of such properly itemized invoices, crediting the initial payment against these invoices.

SECTION V. GENERAL PROVISIONS

- 5.01 Independent Contractor. The parties agree that Sub-recipient is an independent contractor

as that term is commonly used and is not an employee of the Consolidated City of Indianapolis and/or Marion County. As such, Sub-recipient is solely responsible for all taxes and none shall be withheld from the sums paid to Sub-recipient. Sub-recipient acknowledges that it is not insured in any manner by City for any loss of any kind whatsoever. Sub-recipient has no authority, express or implied, to bind or obligate City in any way.

5.02 Subcontracting.

5.02.1 Approval required. The parties agree that Sub-recipient shall not subcontract, assign, or delegate any portion of this Agreement or the services to be performed hereunder without prior written approval of City. In the event that City approves of any such subcontracting, assignment, or delegation, Sub-recipient shall remain solely responsible for managing, directing, and paying the person or persons to whom such responsibilities or obligations are sublet, assigned, or delegated. City shall have no obligation whatsoever toward such persons. Sub-recipient shall take sole responsibility for the quality and quantity of any services rendered by such persons. Any consent given in accordance with this provision shall not be construed to relieve Sub-recipient of any responsibility for performing under this Agreement.

5.02.2 Prompt Payment Required. To the extent Sub-recipient uses any subcontractors in the performance of services under this Agreement, Sub-recipient shall pay any subcontractors and/or suppliers funds due from previous progress payments within forty-five (45) business days of receipt of payment from the City. During the term of this Agreement and upon completion of this Agreement, the City may request documentation to certify payments to subcontractors and suppliers and Sub-recipient shall provide such documentation within thirty (30) days of such request.

5.02.3 Minority, Women's, Veteran's, or Disability-Owned Business Enterprise Participation. To the extent Sub-recipient uses subcontractors or other agents in the performance of services under this Agreement, Sub-recipient shall either:

- (a) Use, at a minimum, fifteen percent (15%) Minority Business Enterprises, eight percent (8%) Women's Business Enterprises, three percent (3%) Veteran's Business Enterprises, and one percent (1%) Disability-Owned Business Enterprises in the performance of services under this Agreement; or
- (b) Demonstrate a good faith effort to achieve such percentages, in compliance with the policies and to the satisfaction of the City of Indianapolis Department of Minority & Women Business Development.

Sub-recipient shall also comply with the requirements and be subject to the penalties for non-compliance referenced in the Consolidated City of Indianapolis and Marion County MBE/WBE/VBE/DBE Business Utilization Plan found at

<https://www.indy.gov/activity/certify-your-minority-women-veteran-disability-owned-business> and in Article IV of Chapter 202 of the Revised Code of the Consolidated City and County.

Failure of Sub-recipient to comply with this section shall constitute a material breach of this Agreement.

5.03 Necessary Documentation. Sub-recipient certifies that it will furnish City, if reasonably requested, any and all documentation, certification, authorization, license, permit, or registration required by the laws or rules and regulations of the City of Indianapolis, the County of Marion, other units of local government, the State of Indiana, and/or the United States. Sub-recipient further certifies that it is now and will remain in good standing with such governmental agencies and that it is now and will maintain its license, permit, registration, authorization, or certification, as applicable, in force during the term of this Agreement. Failure of Sub-recipient to comply with this paragraph shall constitute a material breach of this Agreement.

5.04 Confidentiality.

5.04.1 The obligations of this section shall survive the termination of this Agreement and shall be applicable to the full extent permissible under statutes governing access to public records. Sub-recipient understands that the information provided to it or obtained from City during the performance of its services is confidential and may not, without prior written consent of City, be disclosed to a person not in City's employ except to employees or agents of Sub-recipient who have a need to know in order to provide the services. Except as otherwise set forth in the Scope of Services, Sub-recipient's work product generated during the performance of this Agreement is confidential to City. The failure to comply in all material respects with this section shall be considered a material breach of this Agreement. Confidential information shall not include information that: (a) was known by Sub-recipient at the time it was received; (b) is, as of the time of its disclosure or thereafter becomes, part of the public domain through a source other than Sub-recipient; (c) is made known to Sub-recipient by a third person who does not impose any obligation of confidence on Sub-recipient with respect to such information; (d) is required to be disclosed pursuant to governmental authority, law, regulation, duly authorized subpoena, or court order whereupon Sub-recipient shall provide notice to City prior to such disclosure; or (e) is independently developed by Sub-recipient without references to the confidential information.

5.04.2 Sub-recipient shall not, under any circumstances, release information provided to it by, or on behalf of, City that is required to be kept confidential by City pursuant to Indiana law, except as contemplated by Section 5.04.1(d), above.

5.04.3 Sub-recipient acknowledges that City will not treat this Agreement as confidential information and will post the Agreement on the City of Indianapolis website as required by Section 141-105 of the Revised Code. Use by the public of any

document or the information contained therein shall not be considered an act of City.

5.05 Records; Audit. Sub-recipient shall maintain books, records, documents, and other evidence directly pertinent to performance of services under this Agreement. Sub-recipient shall comply with the records retention requirements indicated for federal grant sub-recipients at 2 C.F.R. § 200.333 and any additional regulations that may be promulgated by the Department of the Treasury relating to the Act. Sub-recipient shall make such materials available at its offices at all reasonable times during the Agreement period and for five (5) years from the date of final payment under this Agreement for inspection by City or any other authorized representative of the City of Indianapolis, Marion County, Indiana. Copies thereof, if requested, shall be furnished at no cost to City.

5.06 Ownership.

5.06.1 “Works” means works of authorship fixed in any tangible medium of expression by Sub-recipient or its officers, employees, agents, or subcontractors in the course of performing the services under this Agreement, including, but not limited to, computer programs, electronic art, computer generated art, notes, specifications, drawings, flow charts, memoranda, correspondence, records, notebooks, documentation, reports and charts, regardless of the medium in which they are fixed, and all copies thereof.

5.06.2 Sub-recipient shall retain all rights in and to its know-how, methods, techniques, discoveries, concepts, and ideas, whether patentable or not, and whether possessed by Sub-recipient prior to or acquired by Sub-recipient during the performance of this Agreement. Sub-recipient also shall retain all rights in and to all works of authorship fixed in a tangible medium of expression which were made, created or acquired by Sub-recipient prior to the effective date of this Agreement (“Pre-Existing Works”), provided that a list of such Pre-Existing Works, if applicable, is attached to this Agreement.

5.06.3 Sub-recipient agrees that any publications produced with federal funds provided to Sub-recipient under this Agreement must display language acknowledging the federal source of funds. Sub-recipient will not make any such publication prior to consultation with City on any acknowledgment language that may be required.

5.07 Insurance. Sub-recipient is a self-insured municipal corporation maintaining liability limits of \$700,000 per person and \$5,000,000 per occurrence in accordance with the liability limits in Indiana Code § 34-13-3-4.

5.07.1 Certificates of Insurance, naming the Consolidated City of Indianapolis and Marion County as an "additional insured," showing such coverage then in force shall be filed with City prior to commencement of any work. The coverages afforded under the policies shall not be cancelled or not renewed until at least thirty (30) days after

written notice has been given to City. Upon cancellation, Sub-recipient shall obtain a new insurance policy in accordance with Section 5.07 of this Agreement and send a copy of the new policy to the City.

5.08 Termination for Cause or Convenience.

- 5.08.1 Termination for Cause. If Sub-recipient becomes insolvent, or if it refuses or fails to perform the work and services provided by this Agreement or Attachment A, or if it refuses to perform disputed work or services as directed pending resolution of such dispute, or if it otherwise violates or fails to perform any term, covenant, or provision of this Agreement, then City may, without prejudice to any other right or remedy, terminate this Agreement in whole or in part, upon providing Sub-recipient (1) not less than ten (10) calendar days' written notice of City's intent to terminate, and (2) an opportunity for consultation with City prior to termination. In determining the amount of final payment to be made to Sub-recipient upon such termination for default, if any, no amount shall be allowed for anticipated profit on unperformed services or other work. In the event that City terminates this Agreement after Sub-recipient has materially breached the Agreement, City shall be entitled to pro-rata reimbursement for services Sub-recipient has not performed as of the date of material breach and to reimbursement for all services that have failed to comply with the material terms and conditions of the Agreement, regardless of when such non-conforming services were completed. Furthermore, an adjustment shall be made to the extent of any additional costs incurred or reasonably foreseen by City to be incurred by reason of Sub-recipient's default.
- 5.08.2 Termination for City's Convenience. This Agreement may be terminated in whole or in part in writing by City for City's convenience; provided that Sub-recipient is given (1) not less than thirty (30) calendar days' written notice of intent to terminate and (2) an opportunity for consultation with City prior to termination. If City terminates for City's convenience, Sub-recipient shall be entitled to compensation for services performed, in compliance with Attachment A and all terms of this Agreement, as of the date Sub-recipient receives notice of termination.
- 5.08.3 Upon receipt of notice of termination for cause or termination for City's convenience, Sub-recipient shall (1) promptly discontinue all services affected, unless the termination notice directs otherwise, and (2) deliver or otherwise make available to City all Works and such other information, materials, or documents as may have been accumulated by Sub-recipient in performing this Agreement, whether completed or in process.
- 5.08.4 If, after City terminates for cause, it is determined that Sub-recipient was not in default or cause did not exist to terminate the Agreement under sub-paragraph 5.08.1 above, the termination shall be deemed to have been made for the convenience of City. In such event, adjustment of the price provided for in this Agreement shall be made as provided in sub-paragraph 5.08.2 and the recovery of such price adjustment shall be Sub-recipient's sole remedy and recovery.

- 5.09 Termination for Failure of Funding. Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by City are at any time insufficient or not forthcoming through failure of any entity to appropriate funds or otherwise, then City shall have the right to terminate this Agreement without penalty by giving written notice documenting the lack of funding, in which instance this Agreement shall terminate and become null and void on the last day of the fiscal period for which appropriations were received. City agrees that it will make its best efforts to obtain sufficient funds, including but not limited to, requesting in its budget for each fiscal period during the term hereof sufficient funds to meet its obligations hereunder in full.
- 5.10 Indemnification. Indemnification shall be determined by the liability obligations of the parties under the Indiana Tort Claims Act.
- 5.11 Notice. Any notice required to be sent under this Agreement shall be sent by internationally recognized overnight courier, certified mail, facsimile, or other delivery method which provides confirmation of receipt and shall be directed to the persons and addresses specified below (or such other persons and/or addresses as any party may indicate by giving notice to the other party):

To the Sub-recipient:

Health and Hospital Corporation of Marion County
Attn: Paul Babcock
3838 North Rural Street, 8th Floor
Indianapolis, IN 46205

To the City:

Office of the Mayor
Attn: Daniel Parker
200 E. Washington Street
Indianapolis, IN 46204

- 5.12 Disputes. Sub-recipient shall carry on all work required under this Agreement and maintain the schedule for services during all disputes or disagreements with City. No work shall be delayed or postponed pending resolution of any disputes or disagreements except as Sub-recipient and City may otherwise agree in writing. Should Sub-recipient fail to continue to perform its responsibilities as regards all non-disputed work without delay, any additional costs incurred by City or Sub-recipient as a result of such failure to proceed shall be borne by Sub-recipient, and Sub-recipient shall make no claim against the City for such costs. City may withhold payments on disputed items pending resolution of the dispute.
- 5.13 Non-discrimination.
- 5.13.1 Sub-recipient and its officers, agents, employees, and subcontractors shall not discriminate against any employee or applicant for employment to be employed in the performance of this Agreement, with respect to her or his hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of her or his race, sex, sexual orientation, gender identity, religion, color, national origin, ancestry, age, disability, or United States military service veteran status.

5.13.2 Sub-recipient shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 C.F.R. Part 22, which are herein incorporated by reference and made a part of this Agreement. Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 C.F.R. Part 22, and herein incorporated by reference and made a part of this Agreement.

5.13.3 Sub-recipient agrees to provide full cooperation to City to facilitate City's and Sub-recipient's fulfillment of the Assurances of Compliance with Civil Rights Requirements from City to the Department of the Treasury, which document is attached to this Agreement as Attachment C and is fully incorporated herein. Specifically, Sub-recipient acknowledges the record-keeping and documentation requirements of Paragraphs 9 and 10 of Attachment C and agrees to comply with such requirements and provide full cooperation to City.

5.13.4 Sub-recipient additionally acknowledges the following federal statutory and regulatory provisions prohibiting discrimination by recipients of federal grant funds and agrees to comply with them to the extent made applicable to sub-recipients by 2 C.F.R. Part 200 and Appendix II:

- The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 *et seq.*), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
- Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving or benefiting from federal financial assistance;
- The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 *et seq.*) and the Department of the Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
- Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 *et seq.*), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

5.13.5 The violation of any provision of this Paragraph shall constitute a material breach of the Agreement.

5.14 Conflict of Interest.

5.14.1 Sub-recipient certifies and warrants to City that neither it nor any of its officers, agents, employees, or subcontractors who will participate in the performance of any

services required by this Agreement has or will have any conflict of interest, direct or indirect, with City.

- 5.14.2 For purposes of compliance with IC 36-1-21, Sub-recipient certifies and warrants to City that neither Sub-recipient nor a person who wholly or partially owns Sub-recipient is a *relative*, as that term is defined by IC 36-1-21-3, of either the Mayor of Indianapolis, Indiana, or a member of the City-County Council of Indianapolis and Marion County, Indiana.
- 5.14.3 Sub-recipient additionally acknowledges and agrees to be bound by federal conflict of interest regulations found at 2 C.F.R. § 200.318(c). As a sub-recipient of federal funds awarded by City, Sub-recipient acknowledges its responsibility to disclose in writing to the Department of the Treasury or City, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.
- 5.15 Non-contingent Fees. Sub-recipient warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees. For breach or violation of this warranty City, shall have the right to annul this Agreement without liability or in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.
- 5.16 Force Majeure. In the event that either party is unable to perform any of its obligations under this Agreement – or to enjoy any of its benefits – because of fire, explosion, power blackout, natural disaster, strike, embargo, labor disputes, war, terrorism, acts of God, acts or decrees of governmental bodies, or other causes beyond such party's reasonable control (hereinafter referred to as Force Majeure Events), the party who has been so affected shall immediately give notice to the other and shall take commercially reasonable actions to resume performance. Upon receipt of such notice, all obligations under this Agreement shall immediately be suspended except for payment obligations with respect to service already provided. If the period of nonperformance exceeds sixty (60) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Agreement.
- 5.17 Applicable Laws; Forum.
- 5.17.1 Sub-recipient agrees to comply with all applicable federal, state, and local laws, rules, regulations, or ordinances, and all provisions required thereby to be included in this Agreement are hereby incorporated by reference. This includes, but is not limited to, the Federal Civil Rights Act of 1964 and, if applicable, the Drug-Free Workplace Act of 1988. The enactment of any state or federal statute or the promulgation of regulations thereunder after execution of this Agreement shall be reviewed by City and Sub-recipient to determine whether the provisions of the Agreement require formal modification.

- 5.17.2 This Agreement shall be construed in accordance with the laws of the State of Indiana without regard to conflict of laws principles, and in accordance with all applicable Municipal Ordinance or Codes of the Consolidated City of Indianapolis, County of Marion. Suit, if any, shall be brought in the State of Indiana, County of Marion.
- 5.18 Waiver. City's delay or inaction in pursuing its remedies set forth in this Agreement, or available by law, shall not operate as a waiver of any of City's rights or remedies.
- 5.19 Severability. If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the provision shall be stricken, and all other provisions of this Agreement that can operate independently of such stricken provisions shall continue in full force and effect.
- 5.20 Attorneys' Fees. The Parties agree that attorney's fees will be paid by the other party if required by Indiana Law or a court order.
- 5.21 Successors and Assigns. City and Sub-recipient each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Agreement and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement. Except as otherwise provided herein, Sub-recipient shall not assign, sublet, or transfer its interest in this Agreement without the written consent of City. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of City.
- 5.22 Authority to Bind Sub-recipient. Notwithstanding anything in this Agreement to the contrary, the signatory for Sub-recipient represents that he/she has been duly authorized to execute agreements on behalf of Sub-recipient and has obtained all necessary or applicable approval from the home office of Sub-recipient to make this Agreement fully binding upon Sub-recipient when his/her signature is affixed and accepted by City.
- 5.23 Debarment and Suspension.
- 5.23.1 Sub-recipient certifies, by entering into this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from or ineligible for participation in any Federal assistance program by any Federal department or agency, or by any department, agency, or political subdivision of the State of Indiana. The term "principal" for purposes of this Agreement means an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of Sub-recipient.
- 5.23.2 Sub-recipient certifies, by entering into this Agreement, that it does not engage in investment activities in Iran as more particularly described in IC 5-22-16.5.

- 5.23.3 Sub-recipient shall provide immediate written notice to City if, at any time after entering into this Agreement, Sub-recipient learns that its certifications were erroneous when submitted, or that Sub-recipient is debarred, suspended, proposed for debarment, declared ineligible, has been included on a list or received notice of intent to include on a list created pursuant to IC 5-22-16.5, voluntarily excluded from, or becomes ineligible for participation in, any Federal assistance program. Any such event shall constitute a material breach of the Agreement and entitle City to terminate for cause pursuant to Section 5.08.1 of the Agreement.
- 5.23.4 Sub-recipient shall not subcontract with any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in any Federal assistance programs by any Federal department or agency, or by any department, agency, or political subdivision of the State of Indiana. Violation of this provision shall constitute a material breach of the Agreement and entitle City to terminate for cause pursuant to Section 5.08.1 of the Agreement.
- 5.23.5 Sub-recipient acknowledges that this Agreement, and the services performed hereunder, are subject to 2 C.F.R. Part 180 regulations governing federal debarment and suspension and the Department of the Treasury's implementing regulations at 31 C.F.R. Part 19, and that the Agreement is a "covered transaction" as defined by 2 C.F.R. Part 180, Subpart B.
- 5.24 Compliance With E-Verify Program. By executing this Agreement, Sub-recipient affirms under the penalties of perjury that Sub-recipient does not knowingly employ an unauthorized alien. Sub-recipient further agrees that:
- 5.24.1 Sub-recipient shall enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify program as defined in IC § 22-5-1.7-3. Sub-recipient is not required to participate should the E-Verify program cease to exist. Additionally, Sub-recipient is not required to participate if Sub-recipient is self-employed and does not employ any employees.
- 5.24.2 Sub-recipient shall not knowingly employ or contract with an unauthorized alien. Sub-recipient shall not retain an employee or contract with a person that Sub-recipient subsequently learns is an unauthorized alien.
- 5.24.3 Sub-recipient shall require its subcontractors, who perform work under this Contract, to certify to Sub-recipient that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. Sub-recipient agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.
- 5.24.4 If Sub-recipient is in violation of IC § 22-5-1.7, and fails to cure the breach within 30 days after being notified by the City, such circumstance may constitute a material breach.

- 5.25 Key Persons. [omitted]
- 5.26 Electronic Signature. Sub-recipient and City agree to signature both in counterparts and by facsimile.
- 5.27 Post-Employment Restrictions. Sub-recipient certifies to City that no employee, contract employee, or sub-contractor of Sub-recipient:
- 5.27.1 Participated in any way in the solicitation, negotiation, or awarding of this Agreement while previously employed by an agency of the City of Indianapolis or Marion County for a period of one (1) year prior to the execution of this Agreement;
 - 5.27.2 For a period of one (1) year after such employee ceased supervising the administration or performance of this Agreement on behalf of an agency of the City of Indianapolis or Marion County, shall perform any functions on behalf of Sub-recipient under this Agreement with respect to the City, unless the employee's former agency has consented to the employee's performance for Sub-recipient in writing;
 - 5.27.3 Has violated any provision of Chapter 293 of the Revised Code regarding the solicitation, negotiation, awarding, or the performance of this Agreement;
 - 5.27.4 Is currently an official or deputy mayor of, or has appointing authority to, any agency of the City of Indianapolis or Marion County; and
 - 5.27.5 Was previously employed by the City of Indianapolis or Marion County within one (1) year of this Agreement and currently has the performance of *lobbying activity* (as that term is defined in Section 909-101 of the Revised Code) related to an agency or an official as a responsibility of his or her employment or contractual relationship with Sub-recipient.
- Violation of this certification shall constitute a material breach of this Agreement and, upon such a violation, City may terminate this Agreement. In addition, upon a violation of this certification, City shall report such violation to the Office of Corporation Counsel who may, at its discretion, debar Sub-recipient from eligibility for future city or county purchasing, bids, contracts, or projects.
- 5.28 Method of Payment. Sub-recipient shall accept invoice payments via City/County check, City/County Purchasing Card (Master Card) or Automated Clearing House (ACH) at the City's sole option and discretion. City will not be responsible for any card fees or other bank charges incurred by the Sub-recipient.
- 5.29 Additional Information upon Request. Sub-recipient shall, upon request of City, make available its policies, practices and standards for the hiring of applicants, except as prohibited under Indiana Code § 22-2-17-3, to the extent such information is related to the

provision of services under this Agreement.

- 5.30 Wage Theft/Payroll Fraud. Sub-recipient shall report, and shall require its subcontractors to report, all complaints or adverse determinations of Wage Theft or Payroll Fraud against the Sub-recipient or its subcontractors to City's Office of Finance and Management within thirty (30) days of notification of the complaint or adverse determination. If an adverse decision is rendered against Sub-recipient with respect to services provided to the City, the City may terminate this Agreement, reduce the incentives or subsidies to be provided under this Agreement, or seek other remedies.

By executing this Agreement, Sub-recipient affirms under the penalties of perjury that Sub-recipient has not had any adverse determinations rendered against the Sub-recipient within the preceding three (3) years.

- 5.31 Applicability of 2 C.F.R. Part 200 and Part 200 Appendix II Requirements. Sub-recipient agrees that, to the extent the 2 C.F.R. Part 200, Appendix II requirements apply to the type of work performed under the Agreement, Sub-recipient shall comply with those requirements. The parties further agree that Sub-recipient is a "sub-recipient" as the term is defined by 2 C.F.R. Part 200, and that Sub-recipient is bound by all regulations found in 2 C.F.R. Part 200 that apply to sub-recipients or sub-awardees performing work or services of the type described in this Agreement.

- 5.32 Equipment. For purposes of this Agreement, "equipment" means property having a useful life of more than one year and an acquisition cost of five thousand dollars (\$5,000.00) or more per unit. For any equipment purchased by Sub-recipient for performance of work or services encompassed by this Agreement, and as to which Sub-recipient seeks compensation or reimbursement from City partially or wholly out of the source of Project Funds described in Paragraph 4.02 above, the following conditions must be met:

5.32.1 Use. Equipment must be used by Sub-recipient for the Project for which it was acquired for as long as it is needed. Sub-recipient must not encumber the equipment for another use without prior approval of City. When equipment is no longer needed for the original Project, Sub-recipient must contact City regarding appropriate use or disposal. The requirements of this subparagraph survive the end of the Project Term and/or the Agreement's Term.

5.32.2 Records. Property records must be maintained that include a description of all equipment, a serial number or other identification number, the source of funding for the equipment (if any sources other than the Project Funds were used), who holds title, the acquisition date, the cost of the equipment, the location, use, and condition of the equipment, and information on ultimate disposition of the equipment.

5.32.3 Inventory. An annual physical inventory of the equipment must be taken and the results reconciled with the records required to be kept pursuant to subparagraph 5.32.2.

- 5.32.4 Controls. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the equipment. Any loss, damage, or theft must be investigated.
- 5.33 Supplies. For purposes of this Agreement, “supplies” means all tangible personal property that does not meet the definition of “equipment” provided in Paragraph 5.32 above. All supplies that have been purchased by Sub-recipient for performance of work or services encompassed by this Agreement, and as to which Sub-recipient has sought compensation or reimbursement from City partially or wholly out of the source of Project Funds described in Paragraph 4.02 above, must be used for purposes consistent with the Project as described in Attachment A. If supplies with an aggregate value of at least five thousand dollars (\$5,000.00) remain unused upon completion of the Project, Sub-recipient’s use of such supplies for purposes other than the Project must be approved by City before it may commence. The requirements of this paragraph survive the end of the Project Term and/or the Agreement’s Term.
- 5.34 Lobbying. Sub-recipient acknowledges that City is bound by the Department of the Treasury’s restrictions on lobbying by recipients of federal funds, which are found at 31 C.F.R. Part 21. Sub-recipient hereby certifies that no funds provided to Sub-recipient under the Agreement have been or will be spent on lobbying activities in connection with the Agreement. Sub-recipient agrees to make disclosure as required by 2 C.F.R. § 200.450 if funds other than funds received under this Agreement are spent or committed for lobbying activities.
- 5.35 Drug-Free Workplace. Sub-recipient acknowledges that City’s award of funds under the Act is subject to Department of Treasury award regulations implementing the Government Requirements for Drug-Free Workplaces, which are found at 31 C.F.R. Part 20. Sub-recipient agrees to comply with such regulations to the extent applicable to sub-recipients of federal funds.
- 5.36 Uniform Relocation Assistance and Real Property Acquisitions Act. Sub-recipient acknowledges that City’s award of funds under the Act is subject to the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601 through 4655) and implementing regulations. Sub-recipient agrees to comply with such regulations to the extent applicable to sub-recipients of federal funds.
- 5.37 Clean Air Act and Federal Water Pollution Control Act. Sub-recipient agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act, 42 U.S.C. §§ 7401–7671q, and the Federal Water Pollution Control Act as amended, 33 U.S.C. §§ 1251–1387. Sub-recipient acknowledges that City will report all violations to FEMA and the regional office of the Environmental Protection Agency (EPA).
- 5.38 Sub-recipient acknowledges that false statements or claims made in connection with this Agreement may violate federal or state criminal law and may result in fines, imprisonment, debarment from participating in federal, state, or City awards or contracts, and/or any other

remedy available by law.

Signature page to follow

ATTACHMENT A -- SCOPE OF SERVICES

1. **Project Purpose.** Sub-recipient shall administer a talent pipeline development program to increase the behavioral health clinician workforce. Sub-recipient, in partnership with Ascend Indiana (Ascend) and an institute of higher learning, will develop and scale training programs that prepare individuals for behavioral health careers as care coordinators and peer recovery coaches. The programs will seek to connect individuals disconnected from the workforce because of COVID-19 with trainings for jobs in the behavioral health field, which was a health area disproportionately impacted by the pandemic. With the support of Ascend, Sub-recipient Center will map the career pipelines for behavioral health professionals, identify the needed education and training to advance along the development pipeline, engage relevant education partners, and guide the development of sustainable talent pipelines and sector-based strategies. Together, these behavioral health talent pipelines will create shared value for job seekers, education providers, and the region, mitigating mental health needs and associated economic burdens that face Indianapolis.

Program Eligibility. While the program will benefit all members of the Marion County community, the immediate beneficiaries of the program will be students working toward earning their bachelor's degree in social work (BSW) and peer recovery coaches working in the SEHCWDP apprenticeship program. Recruitment for both programs will prioritize the need to address diversification in the workforce. The program will also provide paid student internships of up to \$9,900.80 per student per year (reflecting an hourly rate of \$17.68 for 560 dedicated hours). SEHCWDP will also offer financial support to peer recovery coach apprentices to help pay for training, application, testing, and certification. Additionally, peer recovery coach apprentices will be hired by the Sub-recipient during their time as apprentices, allowing them the opportunity to do coursework, get field experience, and develop skills that will lead to certification and eventual employment all while being paid a competitive wage.

2. **Project Term.** The Project will begin January 1, 2023 and will continue to December 31, 2024 (the "Project Term"). Upon successful delivery of an updated spend plan no later than June 1, 2024, and with evidence of sufficient expenditure benchmarks, the Project Term may be extended, conditioned on the parties' mutual agreement, through an end date no later than May 30, 2026.
3. **Final Report.** Within sixty (60) days of the end of the Project Term, Sub-recipient will provide to City a final report on the Project, including a full breakdown of Project spending and data-supported conclusions concerning the results of the expenditures in meeting the City's goals for the program.
4. **Direct Costs.** Sub-recipient will be reimbursed for all reasonable documented expenses associated with the Project, as described in Paragraph 1 above. Contractor's monthly invoice submitted pursuant to Section IV of the Agreement must contain an itemized list of all expenses for which reimbursement is sought, supported with appropriate documentation.
5. **Budget.** Sub-recipient's Project expenses will reasonably conform to the projections contained in the budget contained in Attachment B.
6. **Documentation for Eligible Expenses Incurred.** For direct costs, City will reimburse only for expenses incurred and paid. Proof of payment is required and should be included as backup documentation. Proof of payment includes a copy of invoice and proof invoice was paid (check, check number, credit card payment information, or bank statements

showing deductions). For utility and rent payments, please include proof that payments were made, as well as documentation that it is within the allowable period.

7. **Documentation for Personnel Costs.** For personnel costs incurred for administration and management of the Project, Contractor's invoice must include payroll information to support the request. Adequate payroll documentation includes, but is not limited to, pay stubs or detailed electronic payroll reports. Required details include:
 - a. Name of the employee
 - b. Gross wages earned
 - c. Total hours worked during the period and hourly rate of pay
 - d. Pay period begin and end dates
 - e. Pay date
 - f. All deductions for taxes/benefits/etc.
8. **Ongoing Expenditure Benchmarks.** HHC agrees to ongoing expenditure benchmark monitoring from the City, as of the date this agreement is fully executed. If HHC fails to sufficiently meet expenditure targets throughout the performance period of the grant, City may terminate the Agreement for cause and funding may be recalled and reallocated to other recipients.
9. **Delivery of Spend Plan.** HHC will deliver to the City an updated spend plan for funds expended after 12/31/24 by no later than June 1, 2024. This spend plan should demonstrate an updated budget for the 2024-2025 and 2025-2026 cohorts, as well as a reallocation plan in the event of underspend within any budget category or line item.
10. City will reimburse Sub-recipient for eligible expenses invoiced in accordance with the above paragraphs within thirty (30) days of receiving Contractor's invoice or the resolution of any dispute concerning the eligibility or reasonableness of expenses contained in an invoice. City and Sub-recipient will act in good faith to resolve any disputes, and Sub-recipient will provide City promptly with all information or documents necessary to resolve any dispute concerning expense eligibility or reasonableness any dispute concerning expense eligibility or reasonableness.

ATTACHMENT B – BUDGET

Behavioral Health Clinicians Budget	
Budget Category	Budget
<i>Salary</i>	
1.0 FTE Program Coordinator	\$262,727
4.0 FTE Training and Development Facilitator	\$803,636
1.0 FTE Talent/School Liaison	\$185,454
<i>Total Salary</i>	<i>\$1,251,817</i>
<i>Fringe Benefits</i>	
Fringe Package	\$450,653
<i>Total Fringe</i>	<i>\$450,653</i>
Total Personnel	\$1,702,470
Supplies	
General Supplies	
Laptops	\$82,500
General Office Supplies	\$4,500
Behavioral Health Academy Training Supplies	
Essentials of CBT Training (training of instructors) up to 20 people	\$4,500
Cognitive Behavioral Therapy (CBT) Group Consultation (training of instructors) up to 6 people	\$1,350
CBT 3 rd Edition Reference Volume	\$6,200
CBT Techniques for Everyday Clinical Practice DVD	\$2,200
Certified Addictions Informed MH Profession Trauma Focused DVD Training	\$4,400
MINT Motivational Interviewing Application for Training	\$800
MINT Training (with approved application above)	\$4,500
CPI Training	\$20,000
CPI Renewal (third year)	\$7,500
Mental Health First Aid Instructor Training	\$10,000
Peer Recovery Training Supplies	
Application Fee	\$1,575
Exam Fee	\$5,175
Training Fee	\$11,250
Peer Fellowship – 6-month fellowship for 10 FTEs until they can pass certification and meet billing requirements	\$970,680
Supervisor Training (3.0 FTE per year) – Peer Ethics (16 hours)	\$1,440
Supervisor Training (3.0 FTE per year) – Supervision Training (14 hours)	\$1,440
Supervisor Training (3.0 FTE per year) – HIV/STI Training	\$720
ICAADA Membership	\$1,125
ICAADA Exam Fee	\$1,350

ICAADA Certification	\$900
Social Work and Peer Recovery Licensure/Exam/Certification Supplies	
ICAADA Addiction Consultant in Training Certification (ACIT) (includes ICAADA membership)	\$22,750
ICAADA ACIT II (employed credential)	\$18,000
BLSW Application (for BSW students)	\$3,500
BLSW Exam	\$16,100
BLSW Exam Prep	\$33,460
Licensed Addictions Counselor (LACA) application	\$3,500
LACA Exam	\$16,450
LACA Prep	\$6,650
Background Checks	\$2,100
Total Supplies	\$1,266,615
Travel	
Student mileage reimbursement	\$18,000
Total Travel	\$18,000
Support for Students	
Paid Internship for Students	\$693,056
Field Instructor Internship	\$70,000
Total Support for Students	\$763,056
Total Request	\$3,750,141

**ATTACHMENT C - ASSURANCES OF COMPLIANCE WITH
CIVIL RIGHTS REQUIREMENTS**

OMB Approved No. 1505-0271

Expiration Date: November 30, 2021

**ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS
ASSURANCES OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964**

As a condition of receipt of federal financial assistance from the Department of the Treasury, the recipient named below (hereinafter referred to as the "Recipient") provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to the Recipient's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Recipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Recipient's program(s) and activity(ies), so long as any portion of the Recipient's program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. Recipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.

2. Recipient acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Recipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Recipient shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Recipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Recipient's programs, services, and activities.

3. Recipient agrees to consider the need for language services for LEP persons when Recipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.

4. Recipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Recipient and Recipient's successors, transferees, and assignees for the period in which such assistance is provided.

5. Recipient acknowledges and agrees that it must require any sub-grantees, Sub-recipients, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Recipient and the Recipient's sub-grantees, Sub-recipients, subcontractors, successors, transferees, and assignees:

The sub-grantee, Sub-recipient, subcontractors, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

6. Recipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Recipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Recipient for the period during which it retains ownership or of the property.

7. Recipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Recipient shall comply with information requests, on site compliance reviews and reporting requirements.

8. Recipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing

regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Recipient also must inform the Department of the Treasury if Recipient has received no complaints under Title VI.

9. Recipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the Recipient and the administrative agency that made the finding. If the Recipient settles a case or matter alleging such discrimination, the Recipient must provide documentation of the settlement. If Recipient has not been the subject of any court or administrative agency finding of discrimination, please so state.

10. If the Recipient makes sub-awards to other agencies or other entities, the Recipient is responsible for ensuring that sub-recipients also comply with Title VI and other applicable authorities covered in this document. State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of subrecipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

Under penalty of perjury, the undersigned official(s) certifies that official(s) has read and understood the Recipient's obligations as here in described, that any information submitted in conjunction with this assurances document is accurate and complete, and that the Recipient is in compliance with the aforementioned nondiscrimination requirements.

City of Indianapolis

Recipient

Date

Signature of Authorized Official

PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 30 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

The parties have, through their duly authorized representatives, entered into this Agreement. The parties, having read and understood the foregoing terms of this Agreement, do by their respective electronic signatures dated below agree to the terms thereof.

CONTRACTOR

By:

E Signed : 2023-04-17T09:54:26-0400

Secured ID : 1681739666439 E-SIGN WITH KOFAX

Date: 4/17/2023

Printed: Paul T Babcock

Title: CEO

Company: HEALTH & HOSPITAL CORP OF MARION COUNTY

AGENCY/DEPARTMENT

By:

E Signed : 2023-04-17T10:15:59-0400

Secured ID : 1681742039492 E-SIGN WITH KOFAX

Date: 04-17-2023

Printed: Daniel J Parker

Title: Chief of Staff

Agency/Department: OFFICE OF THE MAYOR

APPROVED AS TO AVAILABILITY OF FUNDING

By:

E Signed : 2023-04-19T16:22:55-0400

Secured ID : 1681935779811 E-SIGN WITH KOFAX

Date: 04/19/2023

Printed: Debora Hall

Title: Grants Administrator on behalf of Ken Clark, Controller

Agency/Department: OFFICE OF FINANCE AND MANAGEMENT

APPROVED FOR EXECUTION BY MAYOR OR MAYOR'S DESIGNEE

By:

E-Signed : 2023-04-19T16:26:20-0400

Secured : 1681935980272 E-SIGN WITH KOFAX

Date: 4/19/2023

Printed: Matthew Giffin

Title: Corporation Counsel

Agency/Department: OFFICE OF CORPORATION COUNSEL

APPROVED AS TO FORM AND LEGALITY

By:

E-Signed : 2023-04-19T16:26:19-0400

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Date: 4/19/23

Printed: Richard McDermott

Title: Deputy Chief Counsel

Agency/Department: OFFICE OF CORPORATION COUNSEL

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Envelope Id: F3144A9F8E704496BEBB0FFE8A8D5C55

Status: Completed

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Patient MRN: a

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Carlita Hobert

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Chief Executive Officer

Eskenazi Health

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Paul Babcock

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President

Health & Hospital Corporation

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Constance Palmer-Prichard

CPRICHARD@hhcorp.org

Grants Coordinator

Health & Hospital Corporation of Marion County

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Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	5/23/2023 2:36:40 PM
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