



**LIFESTREAM SERVICES, INC.
PROVIDER PARTNER MEMORANDUM OF AGREEMENT
FOR THE PROVISION OF IN-HOME SERVICES
FY2024 (July 1, 2024 to September 30, 2024)**

This agreement entered into between LifeStream Services, Inc. (hereafter referred to as "Agency" and _____ (hereafter referred to as "Provider Partner") shall become effective on July 1, 2024 and remains in effect through September 30, 2024.

**ARTICLE I
PUPOSE AND FUNDING**

- A. The purpose of this Provider Partner Memorandum of Agreement is to provide understanding and agreement so Provider Partners can provide products and/or service (hereinafter referred to as "service") to eligible individuals who are authorized to receive services through Agency's In-Home Services Program. The funding for services under this program is provided by the State of Indiana - Family and Social Services Administration, Division of Aging (hereinafter referred to as "State") pursuant to IC 12-10-1-4(15). The following general terms and conditions shall apply to this agreement:

**ARTICLE II
AUTHORIZATION**

- A. Provider Partner agrees to provide service for individuals eligible for service only upon receipt of Agency's Plan of Care and/or Service Authorization. Provider Partner accepts the terms, conditions, if any, and time frames specified therein.
- B. Providers shall begin new or additional services within five (5) days of receipt of authorization.
- C. As further evidence of Provider Partner's authorization to enter into this extension, Provider Partner shall provide Agency with a Certificate of Existence/Authorization from the Indiana Secretary of State (or similar documentation from any other State where Provider Partner was first authorized to conduct business). Such Certificate of Existence/Authorization shall be issued in the year in which this Extension Agreement is executed. If Provider Partner is doing business with Agency under an assumed business name, Provider Partner shall provide evidence to Agency of its authorization to use the assumed business name being utilized in its business with Agency.

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ARTICLE III BILLING

- A. Provider Partner agrees to submit billing to the Agency by the **5th business** day of the month after the close of the calendar month in which service was delivered. Any billing received after the **5th business** day following the month in which the service was delivered will be automatically denied and will not be paid. Any billing errors by a Provider Partner are solely the responsibility of the Provider Partner and the Agency is not obligated to pursue additional claims with the state or to pay amounts related to such errors. Any exceptions may be considered on a case-by-case basis. Provider Partner will be paid within 90 days of Agency's receipt of billing if billing is received by Agency on or before the 5th business day of the month after the close of the calendar month in which service was delivered. Same billing submission requirements and payment terms will apply to end of year (June 30) billing though lengthy delays in payment to Agency from State will delay payment to Provider Partner. Payment will be dependent on funds available and received from State. The Agency will notify Provider Partner as soon as it learns of an anticipated non-availability of funds. All payments to be made by Agency shall be made in accordance with specified unit rates (Attachment A) established by the Agency for each purchased service. These unit rates will remain in effect and not change during the period specified on this agreement as noted above unless Agency is directed by State to make a change. Rates cannot be negotiated higher than the State set rate caps.
- B. Provider Partner agrees to bill all other sources of reimbursement, i.e. Medicare, Medicaid, and/or private insurance, before billing Agency. If the Provider Partner receives a denial of payment, a copy of the letter will be maintained in the client's file. Provider Partner agrees to notify Agency of a client's eligibility for service coverage under other funding sources. Notification shall be in the form of a list of clients, services, and units or copies of insurance (including Medicare/Medicaid) notification. Further, Provider Partner agrees to repay Agency when it is determined a paid CHOICE, SSBG, or Title III claim is reimbursable by Medicaid Waiver or other funding streams.
- C. Provider Partner shall be treated for all purposes as an independent contractor. Provider Partner, its employees and agents shall not be considered for any purposes as an employee of Agency. Provider Partner agrees to pay on time all federal, state and self-employment taxes due on any compensation received by Provider Partner or paid to Provider Partner's employees or agents and to hold harmless and indemnify Agency for any of these taxes which Agency may be assessed, including penalties and interest, and including the matching portion of social security taxes. Provider Partner understands Agency will not be withholding any taxes or paying social security taxes for Provider Partner, because Provider Partner is an independent contractor.



- D. The parties agree the Agency's payment for services provided through this agreement is subject to and conditioned upon the availability of funds being received from State. Furthermore, if the reimbursement rates from the Agency's funding sources are reduced to a rate lower than the amount specified on "Attachment A" of this agreement, the Agency will have no option but to reduce the reimbursement rates to Provider Partner. The Provider Partner agrees to the potential for such changes and, if such changes are not acceptable to the Provider Partner, the Provider Partner may terminate this Memorandum of Agreement with 30 day notice from such time as payment from Agency is reduced. This notice will be to allow Agency a reasonable amount of time to find alternate services for clients receiving services from Provider Partner. The Agency will notify the Provider Partner as soon as it learns of an anticipated non-availability or reduced availability of funds.

ARTICLE IV SERVICE DELIVERY

- A. Provider Partner agrees that any proposed revisions to the authorized service schedule will be reported to the Case Manager for approval prior to the revision in service. Agency will not reimburse Provider Partner for any service revision unless prior notification has been received and approved in writing by the Case Manager, and the Plan of Care has been revised accordingly.
- B. Provider Partner agrees to provide the services in compliance with Agency and State requirements, standards, service descriptions and manuals.
- C. Provider Partner agrees that they have staff sufficient to commit to the service(s) and time period(s) as authorized by the Plan of Care and the Case Manager.
- D. Provider Partner shall provide backup for their own staff if they are unable to fulfill their assignment for any reason. Backup staff must meet the qualifications specified for the service authorized. Provider Partner will promptly notify the client and the client's Case Manager if any schedule disruption occurs.
- E. Provider Partner affirms under penalties of perjury that the Provider Partner does not knowingly employ an unauthorized alien(s). The Provider Partner shall require his/her/its subcontractors, who perform work under this Contract, to certify to the Provider Partner 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 Provider partner agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.
- F. Provider Partner agrees to notify the client's Case Manager in writing at least thirty (30) calendar days prior to the unilateral termination of services to a client for any reason. The notification must include reason(s) for termination.

ARTICLE V ADMINISTRATION



- A. Provider Partner will not subcontract any service(s) funded through Agency without a prior written authorization from the Agency. If approval to subcontract is granted, Provider Partner shall require any subcontractor to comply with the provisions set forth in this agreement. Further, Provider Partner shall remain responsible to Agency for performance of any subcontractor and shall monitor the performance of any subcontractor.
- B. Provider Partner shall ensure that quality services are provided to eligible clients. The determination of quality must be based on an established quality assurance system which has been implemented by Provider Partner and which is subject to review by the agency.

ARTICLE VI CONFIDENTIALITY

- A. The parties agree that all information, including but not limited to client information, received by Provider Partner and Provider Partner's staff in administering the terms and provisions of this agreement shall be received and maintained in a confidential manner commensurate with the conditions set forth in this agreement and the requirements of all applicable state or federal laws and regulations including all HIPAA and related regulations.
 - A. Terms used, but otherwise not defined in this Contract shall have the same meaning as those found in 45 CFR parts 160, 162, and 164.
 - B. "HIPPA" means the Health Insurance Portability and Accountability Act of 1996 (sections 1171 through 1179 of the Social Security Act), including any subsequent amendments to such Act.
 - C. "HIPPA Rules" mean the rules adopted by and promulgated by the US Department of Health and Human Services ("HHS") under HIPPA and other relevant federal laws currently in force or subsequently made, such as the Health Information Technology for Economic and Clinical Health Act ("HITECH"), as enumerated under 45 CFR Parts 160, 162, and 164, including without limitation any and all additional or modified regulations thereof. Subsets of the HIPPA Rules include:
 - 1) "HIPPA Enforcement Rule" as defined in 45 CFR Part 160;
 - 2) "HIPPA Security Rule" as defined in 45 CFR Part 164, Subparts A and C;
 - 3) "HIPPA Breach Rule" as defined in 45 CFR Part 164, Subparts A and D; and
 - 4) "HIPPA Privacy Rule" as defined in 45 CFR Part 164, Subparts A and E.



**ARTICLE VII
AUDITS, RECORDS, REPORTS, AND ASSESSMENT**

- A. Provider Partner shall allow monitoring and evaluating of Provider Partner's delivery of service(s) and its adherence to this agreement at any time during normal business hours by any individual duly authorized by the Agency, State of Indiana or the United States Government. As a part of the monitoring process, Provider Partner agrees that the Agency has the authority to audit any files, records, books or any other documents that relate to activities performed under this Agreement. Agency will conduct an assessment within the first 90 days of new contracts and annually thereafter.
- B. Provider Partner agrees that the Agency has the right to make recommendations in connection with any monitoring/review of Provider Partner's operations and Provider Partner agrees to comply with any corrective actions specified by Agency, based on findings, within the time limits established by the Agency.
- C. Following any monitoring/review, Agency will prepare a written report of findings, observations, evaluations, suggestions, and/or specific directions for corrective action by Provider Partner. In the event that specific corrective action is required, Provider Partner will have thirty (30) days from the receipt of the directions to comply. In the case of a dispute, Agency and Provider Partner will meet at the earliest convenience to resolve the contested issue(s). A failure to comply with Agency's specific directions will be treated as a breach of this agreement.
- D. If a monitoring/review by the Federal Government, State Government, or the Agency determines that adequate service delivery documentation is not in existence and/or inappropriate claim has been paid to the Provider Partner by the Agency, Provider Partner agrees that Agency shall have the right to offset such amounts against current or future allowable claims and/or demand cash repayment.
- E. Provider Partner must maintain books, records, documents and other evidence and follow generally accepted accounting procedures and practices which sufficiently and properly reflect all costs attributable to each service provided pursuant to this Agreement. Provider Partner shall establish and maintain service records and other statistical reports and regulations that are required by the Agency, the State of Indiana and the United States Government. Provider Partner agrees to maintain these records for a period of seven (7) years from the date of the expiration of this Agreement or (1) year from the resolution of any outstanding administrative program or fiscal audit questions or legal action, whichever is later. Any duly authorized representative of the Agency, the State of Indiana or the United States Government may review any files, records, books or any other documents that relate to activities performed under this Agreement.



- F. If required by the State of Indiana or Agency, Provider Partner shall arrange and pay for an annual financial and compliance audit for funds provided by Agency, to be conducted by an independent public or certified public accountant, in accordance with audit guidelines specified by Agency, the State of Indiana or the United States Government, which audit will, among other things, test the fairness of the charges by Provider Partner for services rendered. Under certain circumstances, Agency may accept unaudited financial statements.

- G. LifeStream Services, a pass through entity as defined by the Federal Report of Compliance, provides below, the Federal grant awards it makes to its sub-recipients in order for the Provider Partner to follow applicable State and/or Federal audit requirements according to the audit requirements of *Title 2 U.S. Code of Federal Regulations (CFR), Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). These awards will be identified by their (CFDA) Catalog of Financial Domestic Assistance number(s) and the percentage of that funding source that is paid by federal funds. For the current contract period, the following are the assigned CFDA title and number and percentages:

Funding Source	CFDA #	% Percent Federal Money
Title IIIB	93.044	85 %
Title IIIE	93.052	75 %
SSBG	93.667	100 %
CHOICE	N/A	0 %
Title VII - OMB	93.042	100 %



**ARTICLE VIII
INDEMNIFICATION**

- A. Provider Partner agrees to indemnify, defend and hold harmless the Agency, the State of Indiana and the United States Government from all claims and suits including court cost, attorney fees and other expenses caused by acts of commission or omission of Provider Partner or its employees.
- B. The provisions of this section shall not apply to liabilities, losses, cost or expenses caused by or resulting from the acts or omissions of the Agency or any of its employees, agents, officials or representatives.
- C. This agreement shall be governed by and construed in accordance with the laws of the State of Indiana. All disputes arising out of or in connection with the present contract shall be submitted to the American Arbitration Association and shall be finally settled under the Rules of Arbitration of the American Arbitration Association by one or more arbitrators appointed in accordance with the said Rules.

**ARTICLE IX
INSURANCE AND BONDING**

- A. Provider Partner shall provide a fidelity bond or employee dishonesty insurance coverage for all persons who will be handling funds or property as a result of this agreement or persons who may carry out the duties specified in this agreement in an amount equal to one-half (1/2) of the total annual funding provided to the Provider Partner through Agency or \$100,000, whichever is less, to be effective for the period of this agreement plus three (3) years for purposes of discovery.
- B. Provider Partner is required to provide and maintain comprehensive liability insurance for personal injury and property damage in the minimum amount of \$500,000. The Provider Partner will promptly notify the Agency in writing of any changes in their insurance.
- C. If Provider Partner comes within the definition of "health care provider" as provided by IC 16-18-2-163, Provider Partner shall carry in full force and effect professional liability insurance with limits at least equal to the minimum limits provided for the Indiana Medical Malpractice Act and at all times be and remain qualified as a health care provider there under. A failure to comply with Agency's specific directions will be treated as a breach of this agreement.
- D. Provider Partner will maintain Workers Compensation insurance in force at all times.
- E. Provider Partner will provide Agency with current Certificates of Insurance evidencing the listed insurance and bonds, and will notify Agency of any significant change in coverage.

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**ARTICLE X
THEFT AND ENDANGERMENT**

- A. In support of the Quality Assurance System, Provider Partner is required to notify the Agency of instances of theft and may be held responsible for restitution to the client in the event of reported theft of client property. As a part of the Quality Assurance System, the Agency shall provide annual training to appropriate staff members of the Provider Partner and shall provide on-site review of fund expenditures and services provided by the Partner.
- B. As required by law, Provider Partner agrees to report any suspected endangered adult to Adult Protective Services and further agrees to report any suspected endangered child to Children's Protective Services. Provider Partner agrees to notify Case Management of any suspected abuse. A failure to comply with Agency's specific directions will be treated as a breach of this agreement.

**ARTICLE XI
NON-DISCRIMINATION**

- A. Pursuant to IC§22-9-1-10, Provider Partner shall not discriminate against any employee or applicant for employment, to be employed in the performance of this agreement, with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of race, age, color, religion, sex, disability, national origin or ancestry. Provider Partner understands that the Agency is a recipient of state and federal funds.
- B. Provider Partner agrees to comply with Title VI of the Civil Rights Act of the 1964 (42 USC § 2001d et seq.), Title VIII of the Civil Rights Act of 1968 (42 USC § 3601 et seq), Title IX of the Education Amendments of 1972 (20 USC § 1681 et seq), Section 504 of the Rehabilitation Act of 1973 (29 USC § 794), the Americans with Disabilities Act of 1990 (Pub L. 10-1-336, 104 Stat. 327), the Age Discrimination Act of 1975 (42 USC § 6-10-1 et seq), Executive Order 11246 and 41 CFR Part 60-1 et seq, as applicable and all other nondiscrimination regulations of the United States government, as applicable to ensure that no person shall, on the grounds of race, age, color, religion, sex, disability, national origin or ancestry, be excluded from participating in, is denied the benefit of Provider Partner's services or otherwise subjected to discrimination under any program or activity for which Provider Partner receives, directly or indirectly, federal or state financial assistance and Provider Partner agrees to immediately take measures to effectuate this provision.
- C. The parties agree that any publicity released or other public reference, including media releases, informational pamphlets, etc. regarding 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, or ancestry.

**ARTICLE XII
RELIGIOUS ACTIVITIES**

- A. The parties agree that the service provided under this agreement shall be non-sectarian in nature.



**ARTICLE XIII
LICENSING STANDARDS**

- A. Provider Partner agrees to comply, and assures Agency that its volunteers and employees will comply, with all applicable licensing standards, accrediting standards and any other standards or criteria which any governmental entity or Agency requires of Provider Partner to deliver services pursuant to this agreement. Agency may not reimburse Provider Partner for any services performed when Provider Partner or its employees are not in compliance with applicable licensing, certifying or accrediting standards, depending on the circumstances of the non compliance. Provider Partner agrees to provide Agency with documentation and/or verification of current license, certification, and/or compliance with applicable standards. If license, certification or accreditation expires or is revoked, Provider Partner agrees to notify Agency immediately thereof.

**ARTICLE XIV
PROVIDER ELIGIBILITY, COMPLIANCE AND APPEALS**

- A. Provider Partner agrees to be eligible for CHOICE funding as that term has been defined by the parties. Provider Partner must also serve Medicaid clients as demonstrated by submission of EDS letter showing Medicaid Provider Number.
- B. Provider Partner agrees that all paid and volunteer staff shall receive orientation and applicable training prior to service delivery. A failure to comply with Agency's specific directions will be treated as a breach of this agreement.
- C. Provider Partner agrees to comply with all statements, assurances, and provisions set forth in any proposal, program narrative, plan, or other document submitted by Provider Partner for the purpose of obtaining this agreement. Provider Partner further agrees to comply with all applicable Agency, State and Federal statutes, rules, regulation, administrative procedures, guides, manuals, program rules and regulations.
- D. Provider Partner shall not impose, solicit or collect any fees from the recipients of services rendered by Provider Partner pursuant to this agreement, unless authorized in writing by Agency.
- E. Provider Partner understands and agrees that Agency does not and cannot accept payments or receive other forms of consideration for referrals made to Agency from Provider Partner. Furthermore, Provider Partner is prohibited from receiving payments or other forms of consideration for referrals made to Provider Partner.
- F. Provider Partner agrees to provide a system for the timely handling of complaints regarding recipients of services, which is in compliance with Agency's requirements.



**ARTICLE XV
DEBARMENT, SUSPENSION AND LEGAL STATUS**

- A. Provider Partner certifies, by the entering into this agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this agreement by any federal or state department or agency. The term principal for purposes of this agreement is defined as an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or person who has a critical influence on or substantive control over the operations of Provider Partner.
- B. Provider Partner shall provide written notice to Agency of any change in Provider Partner's legal name or legal status including, but not limited to, a sale or dissolution of Provider Partner's business. The Agency reserves the right to terminate this agreement should Provider Partner's legal status change in any way not acceptable to the Agency, which acceptance shall not be unreasonably withheld. Termination pursuant to this paragraph shall be effective from the date of the change in Provider Partner's legal status.

**ARTICLE XVI
LOBBYING ACTIVITIES**

- A. Pursuant to 31 U.S.C. § 1352, and any regulations promulgated there under, Provider Partner hereby assures and certifies that no federally appropriated funds have been paid, or will be paid, by or on behalf of Provider Partner, 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 agreement, Provider Partner shall complete and submit "Standard Form-LLL," "Disclosure Form to Report Lobbying." If Provider is required to submit "Standard Form-LLL," the form and instructions for preparation may be obtained from State or Federal sources, as is appropriate in the particular situation.

**ARTICLE XVII
DRUG-FREE WORKPLACE**

- A. Provider Partner agrees to comply with applicable provisions of the Drug-Free Workplace Act of 1988(41U.S.C. §701et.Seq.), the State of Indiana, Executive Order 90-5 and all regulation promulgated there under.



**ARTICLE XVIII
SUSPENSION AND TERMINATION**

- A. If either party has failed to comply with the terms/provisions of this agreement, the other party may, upon thirty (30) days written notice to the party in breach, suspend services and/or payment in whole or in part. The notice of suspension shall state the reasons for the suspension, any corrective action required of the other, and the effective date.
- B. If Agency determines that any breach of this agreement by Provider Partner endangers the life, health or safety of applicants for or recipients of services under this agreement, Agency may terminate this agreement by orally notifying Provider Partner of the termination, followed by registered or certified mail of written notification thereof within three (3) business days specifying the reasons for the termination. Termination pursuant to this paragraph shall become effective at the time of the oral notification.
- C. Agency may terminate this agreement immediately upon receipt of written notice by Provider Partner if the Secretary of the Family and Social Services Administration determines that immediate termination is necessary to protect state and/or federal funds and property.
- D. Provider Partner agrees that Agency may terminate this agreement immediately if Provider Partner ceases doing business, if Provider Partner files a petition in the United States Bankruptcy Court under the Bankruptcy Reform Act of 1978, and any amendments thereto (11 USC § 101 et. Seq.), or if a petition for involuntary bankruptcy is filed against Provider Partner. Agency will notify Provider Partner of the termination, in writing, by registered or certified mail.
- E. If the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this agreement, the agreement shall be canceled. A determination by the Budget Director that funds are not appropriated or otherwise available to support this agreement shall be final and conclusive.
- F. The parties acknowledge and agree that this agreement may be terminated immediately by either party should the other party attempt to assign, transfer, convey or encumber this agreement in any way and that assignment, transfer, conveyance or encumbrance has not been approved in advance by the other party. Any notice of termination pursuant to this paragraph shall be provided in writing to the other party, providing ninety (90) days notice by registered or certified mail.
- G. Upon expiration or termination of this agreement, Agency may require that all documents including, but not limited to client files, data, studies and reports prepared by Provider Partner pursuant to this agreement be submitted to Agency. Agency may require the transfer of records or property to its own offices or a designated successor.
- H. Agency shall provide a full and detailed accounting of any records taken from Provider Partner and shall make any records available to Provider Partner as necessary for subsequent audit.



**ARTICLE XIX
MODIFICATION**

Notwithstanding any other provision of this agreement, the parties acknowledge that this contract is subject to modification by mutual agreement of the parties. Such modifications, if any, shall be set forth in writing and shall become a part of this agreement. Such modifications shall also be subject to review upon any subsequent renewal of this agreement; however, nothing in this agreement shall be construed as a commitment to execute future agreements with Provider Partner or to extend this agreement in any way.

**ARTICLE XX
COMPLETE AGREEMENT**

This agreement, including Attachment A, is the complete agreement between the parties, notwithstanding prior discussions or documents. This agreement with Attachment A is the sole and complete statement of terms.

**ARTICLE XXI
AGREEMENT CLAUSE AFFIRMATIONS**

The signatory for Provider Partner hereby affirms, under penalty of perjury that the Provider Partner has not altered, modified or changed any section, paragraph or clause of this document, in form transmitted by Agency to Provider Partner, without prior written approval of Agency.

**ARTICLE XXII
NON-COLLUSION and ACCEPTANCE**

The undersigned, attests, that he/she is the contracting party, or that he/she is the representative, agent, member or officer of the Provider Partner, that he/she has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him/her, directly or indirectly, entered into or offered to enter into any combination, collusion or agreement to receive, pay or set units of service rates, and that he/she has not received or paid, any sum of money or other consideration for the execution of the agreement other than that which appears in this agreement. The undersigned attests that he/she is duly authorized to enter into this agreement by Provider Partner.

**ARTICLE XXIII
COMPLIANCE WITH LAWS**

- A. The Provider Partner shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, 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 execution of this Memorandum of Agreement shall be reviewed by the State and the Provider Partner to determine whether the provisions of this Memorandum of Agreement require formal modification.
- B. The Provider Partner 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., the regulations promulgated thereunder, and Executive Order 04-08, dated April 27, 2004. If the Provider Partner is not familiar with these ethical requirements, the Provider Partner 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 Provider Partner or its agents violate any applicable ethical standards, the LifeStream may, in its sole discretion, terminate this memorandum immediately upon notice to the Provider Partner. In addition, the Provider Partner 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. The Provider Partner certifies by entering into this Memorandum of 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. The Provider Partner agrees that any payments currently due to the State may be withheld from payments due to the Provider Partner. Additionally, payments may be withheld, delayed, or denied and/or this Memorandum of Agreement suspended until the Provider Partner is current in its payments and submitted proof of such payment to the State.
- D. The Provider Partner 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 LifeStream of any such actions. During the term of such actions, the Provider Partner agrees that the State may suspend funding for the Project. If a valid dispute exists as to the Provider Partners liability or guilt in any action initiated by the State or its agencies, and the State decides to suspend funding to the Provider Partner, the Provider Partner may submit, in writing, a request for review to the Indiana Department of Administration (IDOA). A determination by IDOA shall be binding on the parties. Any disbursements that the State may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest.
- E. The Provider Partner warrants that the Provider Partner and any contractor performing work in connection with the Project 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 Memorandum of Agreement and grounds for immediate termination and denial of Grant opportunities with the State.
- F. The Provider Partner 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.
- G. As required by IC 5-22-3-7:
 - 1) The Provider Partner and Principals of the Provider Partner certify that:
 - a) The Provider Partner, 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 Provider Partner will not violate the terms of IC 24-4.7 for the duration of this Memorandum of Agreement, even if IC 24-4.7 is preempted by federal law.
 - 2) The Provider Partner and any principals of the Provider Partner certify that an affiliate or principal of the Provider Partner and any agent acting on behalf of the Provider Partner or on



behalf of an affiliate or principal of the Provider Partner, except for 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 this Memorandum of Agreement even if IC 24-4.7 is preempted by federal law.

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SIGNATURE PAGE

IN WITNESS WHEREOF, Provider Partner and Agency, have by duly authorized representatives entered into this agreement.

PROVIDER PARTNER ACCEPTANCE

AREA AGENCY ACCEPTANCE

Provider Partner Name

LifeStream Services, Inc.
Area Agency Name

Authorized Signature

Authorized Signature

Printed Name & Title

Jenny Hamilton, CEO
Printed Name & Title

Date

Date

**Provider Partner Agreement was examined and approved by Gregory A. Huffman, Attorney at Law,
on May 15, 2015.**