



EXHIBIT A
INDIANA ADDENDUM BY AND BETWEEN
CHOICES, INC.
AND

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, 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 E 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 a certificate 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. The insurer must have a certificate of authority issued by the Indiana Department of Insurance.
 2. 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.
 3. 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.
 4. 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.
 5. 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.

Signature:

Printed Name: TaWanda Dent

Title: Vice President of Community and Provider Relations/Designee

Date:

DIRECT SERVICE PROVIDER

Signature:

Printed Name:

Title:

Date: