

VENDOR MEMORANDUM OF AGREEMENT

This agreement entered into between LifeSpan Resources, Inc. (hereinafter referred to as "Agency" and _____ (hereinafter referred to as "Vendor") shall become effective on July 1, 2012, and remain in effect through June 30, 2015.

The purpose of this Vendor Memorandum of Agreement is to provide understanding and agreement so that vendors 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 (hereinafter referred to as "State") pursuant to I.C.S. 4-28-6.1 et. seq.

The following general terms and conditions shall apply to this agreement:

AUTHORIZATION

1. Vendor agrees to provide service for individuals eligible for service only upon receipt of Agency's Service Authorization. Vendor accepts the terms, conditions, if any, and time frames specified therein.
2. Authorizations will be sent to Vendors five working days prior to the start day of service, unless extenuating circumstances warrant mutual agreement to provide immediate service to a client.

BILLING

3. All payments to be made by Agency shall be made in accordance with specified unit rates (Attachment A) maximum rates established by the State for each purchased service. These unit rates are subject to change by the State. Rates will remain in effect and will not be increased during the period specified on Attachment A. Services are reimbursed based on quarter hour increments and are all inclusive rates. All supporting documentation must be kept by Vendor and accessible to reviews and/or audits for a period of four (4) years.
4. Vendor agrees to bill all other sources of reimbursement i.e. private insurance, Medicare, Medicaid (including spend down), Medicaid Authorized and/or Medicaid Waiver before billing the In-Home Services Program. If the Vendor receives a denial of payment, a copy of the letter will be maintained in the client's file. Vendor agrees to notify Agency of client's eligibility for service coverage under other funding sources and agrees to reimburse Agency for all such paid services (a practice referred to as "recoupment").
5. Vendor agrees to submit billing to the Agency PRIOR TO the 10th day after the close of the calendar month in which service was delivered. A "Missed Visit Record" form must accompany each billing. Agency is not responsible for payment of late billing from the Vendor and no payment will be made for any service not billed within 30 days after the close of the calendar month in which service was delivered.

6. Payment will be made by Agency within 30 days of receipt of the Vendor's claim, which meets billing and authorization specifications. Vendor's failure to submit reports/billing as required is an indication of non-compliance and may result in the delay of reimbursement, for services provided, until the non-compliance issue is resolved.

Vendor agrees all services documented are provided to client by use of a timesheet which includes clients name, service date, workers start and stop time and signatures of both client and worker who provided service.

SERVICE DELIVERY

7. Vendor agrees that any proposed revisions to the authorized service schedule will be reported to the Care Manager for approval before the revision in service. Agency will not reimburse for any service revision unless prior notification has been received and approved in writing by the Care Manager, and the Care Plan has been revised accordingly.
8. Vendor agrees to provide the services in compliance with Agency's requirement standards aging rule (can be accessed at http://www.in.gov/legislative/iac/iac_title?iact=460), service descriptions and manuals.
9. Vendor agrees that they have staff sufficient to commit the service(s) and time period(s) as authorized by the Care Plan and the Care Manager.
10. Vendor agrees to inform Agency of changes in service delivery on a weekly basis.
11. Vendor 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. Vendor will promptly notify the client and the client's Care Manager if any schedule disruption occurs.
12. Vendor agrees to notify the Client's Care Manager in writing at least thirty (30) days prior to the unilateral termination of services to a client for any reason. The notification must include reason(s) for termination unless safety is compromised.
13. If this agreement is terminated for any reason, "Agency" shall only be liable for payment for services properly provided prior to this effective date of termination. "Agency" shall not be liable for any costs incurred by Vendor in reliance upon this agreement subsequent to the effective date of termination.
14. It is the policy of the Indiana Division of Aging (DA) that all incidents (reportable unusual occurrences) are addressed in a timely manner that ensures the health and safety of individuals receiving services coordinated and administered by the Division of Aging. According to 460 IAC 1.2-8-2, vendor agrees to implement necessary safeguards to protect the health and safety of individuals receiving services. Vendors with knowledge of an incident that effects, or potentially affects the individual's health and safety shall submit an incident report through the DDRS/DA incident reporting system.

An initial report regarding an incident, allegation or suspicion of abuse, neglect or exploitation or the death of a service participant shall be submitted within twenty-four (24) hours of the incident or having knowledge of the incident.

Any Staff suspected, alleged or involved incidents of abuse, neglect or exploitation of an individual will be immediately suspended from duty pending investigation by the provider.

Non-Waiver Incident Report Link:

<http://myweb.in.gov/fssa/aging/incident/incident.aspx>

Policy: Incident Reporting and Management:

[http://www.in.gov/fssa/incident/Reporting and Management.pdf](http://www.in.gov/fssa/incident/Reporting%20and%20Management.pdf)

ADMINISTRATION

15. Vendor shall be treated for all purposes as an independent contractor. Vendor, its employees and agents shall not be considered for any purposes as an employee of Agency. Vendor agrees to pay all federal, state and self-employment taxes due on any compensation received by Vendor or paid to Vendor'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. Vendor understands Agency will not be withholding any taxes or paying social security taxes for Vendor, because Vendor is an independent contractor.
16. Vendor will not subcontract any service(s) funded through Agency without a prior written authorization from the Agency. If approval to subcontract is granted, Vendor shall require any subcontractor to comply with the provisions set forth in this agreement. Further, Vendor shall remain responsible to Agency for performance of any subcontractor and shall monitor the performance of any subcontractor.
17. Vendor shall ensure that quality services are provided to eligible clients. The determination of quality must be based on an established quality assurance system which includes surveys of both service quality and client satisfaction on an annual basis at minimum. Vendor shall also have a procedure in place to address client response to satisfaction survey.
18. The parties agree that all information, including but not limited to client Information, received by Vendor and Vendor's staff in administering the terms and provisions of the agreement shall be received and maintained in confidential manner commensurate with the conditions set forth in this agreement and the requirements of all applicable State or federal laws and regulations. Client files shall be maintained in a locked file/storage. Vendor must maintain a policy which reflects the way in which confidential information will be protected. The confidentiality policy must be posted near client files.
19. Vendor shall allow monitoring and evaluating of Vendor's delivery of Service(s) and its adherence of this agreement at any time during normal business hours by an individual duly authorized by the Agency, State of Indiana or the United States Government. As a part of the monitoring process, Vendor 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.

Vendor agrees that the Agency has the right to make recommendations and findings in connection with any monitoring/review of Vendor's operations and Vendor agrees to comply with any corrective actions specified by Agency, within the time limits established by the Agency.

Following any monitoring/review, Agency will prepare a written report of findings, observations, evaluations, suggestions, and/or specific directions for corrective action by Vendor. In the event that specific corrective action is required, Vendor will have thirty-days (30) from the receipt of the directions to comply. "The Vendor has the right to appeal directives for corrective action. Written appeal must be made within ten (10) days of notice in writing to the Agency Executive Director. The Agency or Vendor may appear to a designated representative of the State Funding Source for the contracted service that is involved in the dispute." A failure to comply with Agency's specific directions will be treated as a breach of this agreement.

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 an inappropriate claim has been paid to the Vendor by the Agency, Vendor agrees that Agency shall have the right to off-set such amount against current or future allowable claims and/or demand cash repayment.

20. Vendor 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. Vendor shall establish and maintain service records and such other statistical reports and regulations that are required by the Agency, the State of Indiana and the United States Government. Vendor agrees to maintain these records for a period of seven (7) years from the date of the expiration of this Agreement, or one (1) year from the resolution of any outstanding administrative program or fiscal audit questions, or legal action, whichever is later. All records may be reviewed at any time by any duly authorized representative of the Agency, the State of Indiana, or the United States Government.
21. Vendor 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 Vendor or its employees.

This agreement shall be governed by and construed in accordance with Laws of the State of Indiana and suit, if any, must be brought in the State of Indiana. If any term, covenant, condition, or provision of this agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect.

22. Vendor must maintain an annual training plan to include but not be limited to the following topics with all appropriate staff in attendance: CPR, First Aid, Aging process/working with the elderly, confidentiality, disaster/emergency procedures,

communication techniques, proper food handling and proper transfer (direct staff and transportation providers).

23. Vendor shall provide a bond or insurance coverage for all persons who will be handling funds or property as a result of this agreement, or 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 Vendor through Agency or \$125,000, whichever is less, to be effective for the period of this agreement plus three (3) years for purposes of discovery. Vendor's coverage must provide protection against losses resulting from criminal act and wrongful and negligent performance of the duties specified herein and must specify the Agency and the State of Indiana as an additional insured.

Vendor shall immediately notify Agency if said bond or insurance is cancelled or modified in amount. In the event of cancellation, Agency shall make no further disbursements until certification is provided by a bonding or insurance company that the provisions set forth in this section have been satisfied.

24. Vendor is required to provide and maintain comprehensive liability insurance for personal injury and property damage in the minimum amount of \$500,000. Vendor will provide Agency with certificate of insurance, by which Agency will be notified of any changes and or cancellation by the insurance carrier. No payment will be made to any Vendor that does not have a current certificate of insurance on file with the Agency.
25. If Vendor comes within the definition of "health care provider" as provided by Indiana Code 16-18-2-163, Vendor shall carry in full force and effect professional liability insurance with limits as 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 thereunder.
26. Pursuant to IC 22-9-1-10, Vendor 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. Vendor understands that the Agency is a recipient of state and federal funds.
27. Vendor agrees to comply with Title VI of the Civil Rights Act of the 1964 (42 USC 2000d et seq.), Title VIII of the Civil Rights Act of 1968 (42 USC 3601 et seq.), Title IX of the Education Amendment 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. 101-336, 104 Stat.327) the Age Discrimination Act of 1975 (42 USC 6101 et seq.) Executive order 11246 and 4 CFR Part 60-1 et seq., as applicable and all other non-discrimination 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, be denied the benefit of Vendor's services or otherwise subject to discrimination under any program or activity for which Vendor receives, directly, or indirectly federal or state financial assistance and Vendor agrees to immediately take measures to effectuate this provision.

28. The parties agree that any publicity released or other public reference, including media release, 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.
29. The parties agree that the service provided under this agreement shall be non-sectarian in nature.
30. Vendor agrees to have a personnel staff training manual on site. Vendor agrees to comply, and assures 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 Vendor to deliver services pursuant to this agreement. Agency shall not be required to reimburse Vendor for any services performed when Vendor or its employees are not in compliance with applicable licensing, certifying or accrediting standards. Vendor agrees to provide Agency with documentation and/or verification of current license (ISDH), certification (PSA) and/or compliance with applicable standards. If license, certification or accreditation expires or is revoked, Vendor agrees to notify Agency immediately thereof.
31. Vendor agrees to comply with all statements, assurances, and provisions set forth in any proposal, program narrative plan, or other document submitted by Vendor for the purpose of obtaining this agreement. Vendor further agrees to comply with all applicable Agency, State and Federal statutes, rules (Aging Rule), regulations, administrative procedures, guides, manuals, program rules and regulations. This includes, but is not limited to, the state requirement that the Vendor must be a certified Medicaid Waiver provider in the State of Indiana for the duration of this agreement. This also includes, but is not limited to any applicable HIPAA guidelines. (Ref. IAC 4601.2)
32. Vendor shall not impose, solicit or collect any fees from recipients of services rendered by Vendor pursuant to this agreement, unless authorized in writing by Agency.
33. Vendor agrees to provide a system for the timely handling of complaints from recipients of services, which is in compliance with Agency's requirements.
34. Vendor certifies, by the entering into this agreement, that neither it nor its principal are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this agreement by any 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 persons who has a critical influence on or substantive control over the operations of Vendor.
35. Vendor shall provide written notice to Agency of any change in Vendor's legal name or legal status including, but not limited to, a sale or dissolution of Vendor's business. Agency reserves the right to terminate this agreement should Vendor's legal status change in any way. Termination pursuant to this paragraph shall be effective from the date of the change in Vendor's legal status.

36. Pursuant to 31 U.S.C. & 1352, and any regulations promulgated thereunder, Vendor hereby assures and certifies that no federally appropriated funds have been paid, or will be paid, by or on behalf of Vendor, to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer employee of Congress, or an employee of a member of Congress, in connection with the awarding of any federal contract, the 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, or grant loan or cooperative agreement.

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 or officer or employee of Congress or an employee of a member of Congress in connection with this agreement, Vendor shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, "in accordance with its instructions."

37. Vendor agrees to comply with applicable provisions of the Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 *et. seq.*), the State of Indiana, Executive Order 90-5 and all regulation promulgated there under. Vendor certifies that it will comply with applicable provisions of the Pro-Children Act of 1994 (20 U.S. C. § 6081 *et seq.*), which require that smoking not be permitted in any portion of any indoor facility owned, leased, or contracted for by Vendor and which are used routinely or regularly for the provision of health, day care, education, or library services to children under the age of eighteen (18) years if the services are funded by federal programs either directly or through states or local governments by federal grant, contract, loan, or loan guarantee. This provision shall not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment.
38. The Vendor affirms under the penalties of perjury that he/she/it does not knowingly employ an unauthorized alien and has enrolled and is participating in the E-Verify program as defined in IC 22-5-1.7-3. Vendor agrees to provide documentation to Agency of enrollment and participation in E-Verify program. A vendor who is self-employed and does not employ any employees is not required to participate in the program. Agency may terminate agreement for default if the Vendor fails to cure a breach of this provision.
39. If either party has failed to comply with the terms of this agreement, the other party may, upon fifteen (15) 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 reason(s) for the suspension, any corrective action required of the other, and the effective date.

Failure of either party to comply fully with the provisions of this agreement may result in immediate termination of this agreement by the other party. Written notice of intent to terminate this agreement must be made to the party in breach stating the reason for such action and the effective date.

If Agency determines that any breach of this agreement by Vendor endangers the life, health, or safety of applicants for or recipients of services under this agreement Agency may terminate this agreement by orally notifying Vendor of the termination, followed by registered or certified mail of written notification therefore within three (3) business days specifying the reasons of the termination. Termination pursuant to this paragraph shall become effective at the time of the oral notification. Agency may terminate this agreement immediately upon receipt of written notice by Vendor 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.

Vendor agrees that Agency may terminate this agreement immediately if Vendor ceases doing business, if Vendor files a petition in United States bankruptcy Court under the Bankruptcy Reform Act of 1978, and any amendments thereto (11 USC 1201 et. Seq.), or if a petition for involuntary bankruptcy is filed against Vendor. Agency will notify Vendor of termination, in writing, by registered or certified mail.

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 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.

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. Any notice of termination pursuant to this paragraph shall be provided in writing to the other party, by registered or certified mail.

The parties acknowledge and agree that this agreement may be terminated for any reason given a 30 day written notice.

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 Vendor pursuant to this agreement to be submitted to Agency. Agency may require the transfer of records or property to its own offices or a designated successor.

Agency shall provide a full and detailed accounting of any records taken from Vendor and shall make any records available to Vendor as necessary for subsequent audit.

40. As required by law, Vendor 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. Vendor agrees to notify Care Management of any suspected abuse.
41. Vendor agrees to comply with the Aging Final Rule 460 IAC 1.2 Rule 8 Protecting Individuals, as it relates to the Division of Aging Incident Reporting for non-waiver providers.

42. Vendor agrees that all paid and volunteer staff shall receive orientation and applicable training prior to service delivery, including participation in agency trainings.
43. If required by State of Indiana or Agency, Vendor 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 Government, which audit will among other things, test the fairness of the charges by Vendor for services rendered.
44. Any staff transporting client(s) must have a valid driver's license and auto insurance.
45. Vendor must be incorporated and/or maintain a registration with the Indiana Department of State Revenue.
46. Vendor agrees that all employees who will have direct contact with Agency clients will have his/her criminal history background checked. A conviction of the following crimes will disqualify the employee from direct contact with Agency clients: A sex crime, criminal deviate conduct, exploitation of an endangered adult/child, failure to report battery, neglect or exploitation of an endangered adult/child, abuse or neglect of a child, theft (including criminal conversion), murder, voluntary manslaughter, involuntary manslaughter, felony battery, a felony offense related to a controlled substance, or any other violent crimes.

MODIFICATION

47. Notwithstanding any other provision of this agreement, the parties acknowledge that this contract is subject to modification by mutual agreement to 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 subjected 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 Vendor or to extend this agreement in any way.

BUY AMERICAN ACT

48. Vendor acknowledges the intent of the Congress of the United States that only American made equipment and products should be purchased with funds provided through this Agreement. Therefore, in expending the funds provided hereunder, the parties agree to comply 41 U.S.C. §§ 10a-10d, known as the "Buy American Act".

SERVERABILITY

49. The invalidity of any section, subsection, clause or provision of this agreement shall not affect the validity of the remaining sections, subsections, clauses or provisions of the agreement.

**NON-COLLUSION and ACCEPTANCE
SIGNATURE PAGE**

The undersigned, attests, that he/she is the contracting party, or that he/she is the representative, agent, member or officer of the Vendor, 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 Vendor.

VENDOR ACCEPTANCE

Signature Date

Name

Title

AGENCY ACCEPTANCE

Signature Date

Keith E. Stormes

Executive Director

Request for Taxpayer Identification Number and Certification

Give form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

Name	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other <input type="checkbox"/> Exempt from backup withholding	
Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 2. For other entities, it is your employer identification number (EIN). If you do not have a number, see **How to get a TIN** on page 2.

Social security number
+

or

Employer identification number
+

Note: If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 2.)

Sign Here

Signature of U.S. person ▶

Date ▶

Purpose of Form

A person who is required to file an information return with the IRS must get your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to give your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

If you are a foreign person, use the appropriate Form W-8. See Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities.

Note: If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 30% of such payments after December 31, 2001 (29% after December 31, 2003). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will **not** be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester, or
2. You do not certify your TIN when required (see the Part II instructions on page 2 for details), or
3. The IRS tells the requester that you furnished an incorrect TIN, or
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions on page 2 and the separate **Instructions for the Requester of Form W-9**.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.

MEMORANDUM OF AGREEMENT

LifeSpan Resources, Inc.
"ATTACHMENT A"

Vendor _____ Contact Person _____
 Address _____ Phone _____
 FID/SSN Number _____ Fax _____
 Effective Date July 1, 2013 through June 30, 2014 E-mail Address _____
 Vendor Waiver Provider Number _____

Code	Service	Unit	Unit Rate
HMK	HOMEMAKER \$3.71	1/4 HOUR	
ATTC	ATTENDANT CARE \$4.70	1/4 HOUR	
RES/HMK	RESPIRE HOMEMAKER \$3.71	1/4 HOUR	
RES/ATTC	RESPIRE ATTENDANT \$4.70	1/4 HOUR	
RES/HHA	RESPIRE HOME HEALTH AIDE \$5.02	1/4 HOUR	
RES/LPN	RESPIRE LPN \$5.79	1/4 HOUR	
RES/RN	RESPIRE RN \$7.63	1/4 HOUR	
ADS	ADULT DAY SERVICES \$3.00	1/4 HOUR	
ADST	ADULT DAY CARE TRANSPORTATION \$17.83	ONE WAY	
HDM	HOME DELIVERED MEALS \$5.32	MEAL	
HHA	HOME HEALTH AIDE \$5.02	1/4 HOUR	
RN	SKILLED CARE-RN \$7.63	1/4 HOUR	
LPN	SKILLED CARE-LPN \$5.79	1/4 HOUR	
ST	SPEECH THERAPY \$15.15	1/4 HOUR	
OT	OCCUPATIONAL THERAPY \$13.01	1/4 HOUR	
PT	PHYSICAL THERAPY \$13.92	1/4 HOUR	
TRANS	TRANSPORTATION (All Types) \$17.83	ONE WAY	
MEDI	MED DISPENSER INSTALL		
MEDM	MED DISPENSER MONTHLY	MONTHLY	
PERSM	INSTANT CARE/RN TRIAGE \$39.95	MONTHLY	
PRSM	PERS FOR CELL OR NO PHONE	MONTHLY	
PERS	EMERGENCY RESPONSE SYSTEMS \$25.00*Free Install	MONTHLY	
PRSM	PERS EXTRA BUTTON \$15.00	MONTHLY	
OTHER	ATTACH RATE INFORMATION	BID	

Indicate Counties Served:

Clark Floyd Harrison Scott

Vendor Acceptance

**Agency Acceptance
(Area 14 use only)**

Printed Name & Title

Keith E. Stormes, Executive Director

Print Name & Title

Signature

Signature

Date

Date