

contracted RCAP facility or discharged from the RCAP program. The Contractor must also include an RCAP status change form that specifies the last date the resident was at the facility.

RCAP Program  
FSSA Administrative Services  
P.O. Box 28  
Indianapolis, Indiana 46206

- W. Failure to provide necessary information, within the time frame the DA determined necessary to ensure proper resolution of RCAP issues, may result in payments being placed on hold until said issues are resolved.
- X. The State may demand cash repayment, initiate a recoupment process, or withhold payment of current or future claims for over payment, regardless of cause.
- Y. Procedures on facility closure:
- 1) At least 90 days before the Contractor intends to close its facility, it must notify the Division of Aging by United States Postal Service at the address in paragraph 30. This notice must include: the effective date of closure, a name, title, and telephone number for the contact person in charge of the closure, the number and names of current residents, and, if known, the location plan for each resident.
  - 2) The Contractor must notify each resident in writing of their options regarding potential living arrangements.
  - 3) Within 5 business days of relocation a status change form must be submitted to the DA with the new location of each resident.
  - 4) The Contractor must submit all census forms no later than 30 days after the effective date of closure.
  - 5) The Contractor must cooperate with the Division of Family Resources on any Medicaid eligibility issues affecting the residents.
  - 6) After the Contractor complies with the conditions in this paragraph, Contract Management Services will send the facility a cancellation notice. This notice will also be sent to FSSA Claims Management and the local Division of Family Resources.

Failure to comply with any part(s) of this paragraph is considered a material breach of the Contract, giving the State the right to terminate the Contract immediately.

3. **Consideration.** The Contractor will be paid at the applicable per diem reimbursement rates; residents will receive their personal needs allowance in accordance with Indiana Code 12-10-6-1 and 455 IAC 1-3 and as set out in the Special Conditions on financial **Attachment A**, attached hereto and hereby incorporated into this Contract, for performing the duties set forth above. This contract is **zero-based**; no specific maximum amount will be set.
4. **Term.** This Contract shall be effective for a period of 24 months. It shall commence on **July 1, 2014** and shall remain in effect through **June 30, 2016**. With agreement of the Contractor, and pursuant to Section 36 below, the term may be renewed for up to 1 additional 24 month term. In no case shall this Contract exceed 48 months.
5. **Access to Records.** The Contractor and its subcontractors, if any, shall maintain all books, documents, papers, accounting records, and other evidence pertaining to all costs incurred under