Waiver Contract No. HS____21-22

CAPITAL AREA HEALTHY START COALITION, INC.

AND

_____

THIS AGREEMENT ("Agreement") is made and entered into by and between the **Capital Area Healthy Start Coalition, Inc.,** hereinafter referred to as the "**Coalition**,**"** and _____**,** hereinafter referred to as the **"Provider."**

The Coalition and the Provider do hereby agree as follows:

1. The Provider does hereby agree to perform Healthy Start services in Leon County in accordance with the terms and conditions set forth in this Agreement, including where applicable those terms and conditions applicable to "Provider" as referenced in the **Attachment I**, Scope of Services, and all attachments and exhibits named herein which are attached hereto and incorporated by reference (collectively referred to in the attachments hereto as "Contract").

2. To perform as an independent contractor of the other party, and not as an agent, representative or employee of the other party, or the Agency.

3. This Agreement shall begin on **July 1, 2021,** and shall end no later than **June 30, 2022**. This Agreement may be amended to provide for additional time and/or services, if additional funding is made available by the Legislature.

4. The Coalition shall pay the Provider according to the conditions of **Attachment I**, Scope of Services, in an amount not to exceed **$**_____, subject to the availability of funds. The Coalition, the Healthy Start MomCare Network (Network) and the State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.

5. In the event funds to finance this Agreement become unavailable, the Coalition may terminate the Agreement, effective immediately, upon no less than twenty-four (24) hours written notice to the Provider. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. The Provider shall be the final authority as to the availability of funds.

6. This Agreement may be renewed for a period that may not exceed (3) years, or the term of the original Agreement, whichever period is longer. Renewal of the Agreement shall be in writing and subject to the same terms and conditions set forth in the original Agreement. A renewal Agreement may not include any compensation for costs associated with the renewal. Renewals are contingent upon satisfactory performance evaluations by the Coalition, are subject to the availability of funds, and optional to the Coalition.

7. The Coalition may terminate this Agreement for convenience, and without cause by providing the Provider with twenty-five (25) calendar day's written notice, unless a lesser time is mutually agreed upon by both parties. Unless the Provider's breach is waived by the Coalition in writing, the Coalition may, by written notice to the Provider, terminate this Agreement upon no less than twenty four (24) hours' written notice. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. If applicable, the Agency for Health Care Administration, hereinafter referred to as the "Agency" may employ the default provisions in Rule 60A-1.006(3), Fla. Admin.

Code. Waiver of breach of any provisions of this Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement. The provisions herein do not limit the Agency's right to remedies at law or to damages.

8. The Provider shall, in accordance with rules governing public records requests, allow public access to all documents, papers, letters, or other materials made or received by the Coalition in conjunction with this Agreement, unless the records are exempt from Section 24(a) of Article I of the State Constitution and Section 119.07(1), Florida Statutes. It is expressly understood that substantial evidence of the Provider's refusal to comply with this provision shall constitute a breach of Agreement. **IF THE PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE COALITION'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, WHICH IS THE AGENCY'S CONTRACT MANAGER AT (850) 412-4233, 2727 MAHAN DRIVE, TALLAHASSEE, FLORIDA 32308.**

9. The Provider shall comply with the Department of Health and Human Services Privacy Regulations in the Code of Federal Regulations, Title 45, Sections 160 and 164, regarding disclosure of protected health information as specified in **Attachment II**, Business Associate Agreement.

10. The Provider shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. The Coalition, Network, the Agency, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for ten (10) years following Agreement completion.

11. The Provider and Coalition agree that each party shall be responsible for the liabilities of their respective agents, servants and employees, to the extent legally permissible to either party. As Provider is an instrumentality of the State, Provider has the statutory protection of sovereign immunity as described in Section 768.28, F.S. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to whom sovereign immunity may be applicable. The exclusive remedy for injury or damage resulting from such acts or omissions of Provider's agents, servants and employees is an action against the State of Florida. Nothing herein shall be construed to be consent to be sued by any third party.

12. In accordance with Section 216.347, Florida Statute, the Provider is hereby prohibited from using funds provided by this Agreement for the purpose of lobbying the Legislature, the judicial branch or a state agency.

13. The Provider shall comply with all applicable federal, state, and local rules and regulations in providing services to the Network under this Agreement. The Provider acknowledges that this requirement includes compliance with all applicable federal, state and local health and safety rules and regulations. The Provider further agrees to include this provision in all subcontracts issued as a result of this Agreement.

14. The Coalition's Contract Manager for this Agreement is identified below:

Name:	Sandra Glazer, MSW, LCSW
Address:	Capital Area Healthy Start Coalition, Inc. 1311 N. Paul Russell Road, Suite A101 Tallahassee, FL 32301
Phone:	850-488-0288

15. The Provider for this Agreement is identified below:

Name: _____
Address: _____
_____
_____, FL 323
Phone: ____

16. To the extent required by law, the Provider will be self-insured against or will secure and maintain during the life of this Agreement, Workers' Compensation Insurance for all of its employees connected with the work of this project and, in case any work is subcontracted, the Provider shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Provider. Such self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation law. In case any class of employees engaged in hazardous work under this Agreement is not protected under Workers' Compensation statutes, the Provider shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Network, for the protection of the Provider's employees not otherwise protected.

17. The Provider is a State Agency or Subdivision and is self-insured through the State of Florida Risk Management Trust Fund, established pursuant to Section 284.30, Florida Statutes, and administered by the Florida Department of Financial Services. The Provider certifies that it maintains, and agrees to continue to maintain during the term of this Agreement, general and professional liability protection coverage through the Risk Management Trust Fund, and certifies that this protection extends to the Provider, its officers, employees, and agents, and covers statutory liability exposure to the limitations described in Section 768.28, Florida Statutes.

18. All insurance policies shall be with insurers licensed or eligible to transact business in the State of Florida. The Provider shall provide twenty-five (25) calendar days notice to the Coalition's Contract Manager if any insurance policy is cancelled.

19. The Provider shall submit insurance certificates evidencing such insurance coverage prior to execution of this Agreement.

20. The Provider covenants that it presently has no interest and shall not acquire any interest that would conflict in any manner or degree with the performance of services required.

21. The Coalition may at any time, by written order designated to be a minor modification, make any change in the work within the general scope of this Agreement (e.g., specifications, deliverable due dates, method or manner of performance, requirements, etc.). All minor modifications are subject to the mutual agreement of both Parties as evidenced in writing. Any modification which causes an increase or decrease in the Provider's cost or time requires a formal amendment to this Agreement. The parties agree to renegotiate this Agreement if Federal and/or State revisions of any applicable laws, or regulations make changes in this Agreement necessary.

22. No person, on the grounds of race, creed, color, national origin, age, sex, or disability, shall be excluded from participation in, be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.

23. This Agreement contains federal funds, therefore, the Provider shall comply with the provisions of all applicable Federal requirements pertaining to procurement, including but not limited to Chapter 2 of the Code of Federal Regulations (CFR) and any other final or interim rules.

24. The Provider must, upon Agreement execution, complete the Certification Regarding Lobbying form, **Attachment III**. If a Disclosure of Lobbying Activities form, Standard Form LLL, is required, it may be obtained from the Coalition's Contract Manager. All disclosure forms as required by the Certification Regarding Lobbying form must be completed.

25. Pursuant to 2 CFR 376, the Provider must, upon Agreement execution, complete the Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion Contracts/Subcontracts, **Attachment IV**.

26. Employment

    Coalition shall comply with Section 274A of the Immigration and Nationality Act. The Agency will consider the employment by any contractor of unauthorized aliens a violation of this Act. If the Coalition knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Provider shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.

27. Work Authorization Program

    The Immigration Reform and Control Act of 1986 prohibits employers from knowingly hiring unauthorized or undocumented workers. The Provider shall only employ individuals who may legally work in the United States – either U.S. citizens or foreign citizens who are authorized to work in the U.S. The Coalition shall use the U.S. Department of Homeland Security's E-Verify Employment Eligibility Verification system, https://e-verify.uscis.gov/emp, to verify the employment eligibility of all new employees hired by the Provider during the term of this Agreement and shall also include a requirement in its subcontracts that the subcontractor utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor performing work or providing services pursuant to this Agreement.

28. Prohibition of Gratuities

    The Provider agrees to certify that no elected official or employee of the State of Florida has or shall benefit financially or materially from this Agreement in violation of the provisions of Chapter 112 ,Fla. Stat. This Agreement may be terminated if it is determined that gratuities of any kind were either offered or received by any of the aforementioned parties.

29. Audits/Monitoring

    - The Agency, Network, and/or Coalition may conduct, or have conducted, performance and/or compliance reviews, reviews of specific records or other data as determined by the Agency. The Agency, Network, and/or Coalition may conduct a review of a sample of analyses performed by the Provider to verify the quality of the Provider's analyses. Reasonable notice shall be provided for reviews conducted at the Coalition's place of business.
    - Reviews may include, but shall not be limited to, reviews of procedures, computer systems, recipient records, accounting records, and internal quality control reviews. The Provider shall work with any reviewing entity selected by the Agency, Network, or Coalition.
    - During this Agreement period, these records shall be available at the Provider's office at all reasonable times. After this Agreement period and for ten (10) years following, the records shall be available at the Coalition's chosen location subject to the approval of the Agency. If the records need to be sent to the Agency, the Provider shall bear the expense of delivery. Prior approval of the disposition of the Coalition and subcontractor records must be requested and approved by the Agency. This obligation survives termination of this Agreement.

- The Provider shall comply with all applicable Federal requirements pertaining to procurement, including but not limited to Chapter 2 of the CFR and any other final or interim rules with respect to audit requirements of Federal contracts administered through State and local public agencies.
- The Provider shall maintain and file with the Coalition such progress, fiscal and inventory reports as specified in Attachment I, Scope of Services, and other reports as the Agency may require within the period of this Agreement. In addition, access to relevant computer data and applications which generated such reports should be made available upon request.
- The Provider shall ensure that all related party transactions are disclosed to the Agency Contract Manager.
- The Provider shall include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

30. Inspection of Records and Work Performed

- The Agency and its authorized representatives shall, at all reasonable times, have the right to enter the successful Provider's premises, or other places where duties under this Agreement are performed. All inspections and evaluations shall be performed in such a manner as not to unduly delay work. Persons duly authorized by the Agency and federal auditors, pursuant to 45 CFR, Part 74 and/or 45 CFR, Part 92, shall have full access to and the right to examine any of said records and documents
- The Provider shall retain all financial records, medical records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to performance under this Agreement for a period of ten (10) years after termination of this Agreement, or if an audit has been initiated and audit findings have not been resolved at the end of ten (10) years, the records shall be retained until resolution of the audit findings.
- Refusal by the Provider to allow access to all records, documents, papers, letters, other materials or on-site activities related to this Agreement performance shall constitute a breach of this Agreement.
- The right of the Agency and its authorized representatives to perform inspections shall continue for as long as the Provider is required to maintain records.
- The Provider shall be responsible for all storage fees associated with all records maintained under this Agreement. The Coalition is also responsible for the destruction of all records that meet the retention schedule noted above.
- Failure to retain all records as required may result in cancellation of this Agreement. The Agency shall give the Provider advance notice of cancellation pursuant to this provision and shall pay the Provider only those amounts that are earned prior to the date of cancellation in accordance with the terms and conditions of this Agreement. Performance by the Agency of any of its obligations under this Agreement shall be subject to the successful Coalition's compliance with this provision.
- In accordance with Section 20.055, Fla.Stat. the Provider and its subcontractors shall cooperate with the Office of the Inspector General in any investigation, audit, inspection, review or hearing; and shall grant access to any records, data or other information the Office of the Inspector General deems necessary to carry out its official duties.
- The rights of access in this Section must not be limited to the required retention period but shall last as long as the records are retained.

31. Accounting

- Maintain an accounting system and employ accounting procedures and practices that conform to generally accepted accounting principles and standards or other comprehensive basis of accounting principles as acceptable to the Agency. For costs associated with specific contracts under which the Agency must account to the federal government for

actual costs incurred, the costs and charges for that contract will be determined in accordance with generally accepted accounting principles.

- The Provider agrees to submit annual financial audits (or parent organization's annual financial audits with organizational chart) to the Coalition within thirty (30) calendar days of receipt.

32. Public Records Requests

- The Provider agrees to comply with Section 119.0701, F.S., if applicable, and all other applicable parts of the Florida Public Records Act.
- The Provider agrees to keep and maintain public records that ordinarily and necessarily would be required in order to perform services under this Agreement.
- The Provider agrees to provide the public with access to public records on the same terms and conditions that the Agency would provide the records and at a cost that does not exceed the cost provided in Section 119.07, F.S., or as otherwise provided by law.
- The Provider agrees to upon request from the appropriate Agency custodian of public records, provide the Agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost in Section 119.07, F.S., or as otherwise provided by law/
- The Provider agrees to ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement term and following completion of this Agreement if the Provider does not transfer the records to the Agency.
- The Provider agrees to meet all requirements for retaining public records and transfer, at no cost, to the Agency all public records in possession of the Provider upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Agency in a format that is compatible with the information technology systems of the Agency. If the Provider does not comply with a public records request, the Agency shall enforce Agreement provisions in accordance with this Agreement.

33. Communications

- Notwithstanding any term or condition of this Agreement to the contrary, the Provider bears sole responsibility for ensuring that its performance of this Agreement fully complies with all State and Federal law governing the monitoring, interception, recording, use or disclosure of wire, oral or electronic communications, including but not limited to the Florida Security of Communications Act, Section 934.01, et seq., Fla.Stat.; and the Electronic Communications Privacy Act, 18 U.S.C. Section 2510 et seq. (hereafter, collectively, "Communication Privacy Laws").

- Submit a plan which specifies the manner in which the Provider will ensure that such actions are in full compliance with Communication Privacy Laws (the "Privacy Compliance Plan"); and

- No modifications to an approved Privacy Compliance Plan may be implemented by the Provider unless an amended Privacy Compliance Plan is submitted to the Coalition, and written approval of the amended Privacy Compliance Plan is signed and notarized by the Agency Contract Manager. Agency approval of the Provider’s Privacy Compliance Plan in no way constitutes a representation by the Agency that the Privacy Compliance Plan is in full compliance with applicable Communication Privacy Laws, or otherwise shifts or diminishes the Provider's sole burden to ensure full compliance with applicable Communication Privacy Laws in all aspects of the Coalition's performance of this

Agreement. Violation of this term may result in sanctions to include termination of this Agreement and/or liquidated damages.

- The Provider agrees that it is the custodian of any and all recordings for purposes of the Public Records Act, Chapter 119, F.S., and is solely responsible for responding to any public records requests for recordings. This responsibility includes gathering, redaction, duplication and provision of the recordings as well as defense of any actions for enforcement brought pursuant to Section 119.11, Fla.Stat.

34. Background Screening.

- The Provider agrees to ensure that all Provider employees including managing employees that have direct access to personally identifiable information (PII), protected health information (PHI), or financial information have a County, State, and Federal criminal background screening comparable to a level 2 background screening as described in Section 435.04, F.S., completed with results prior to employment.
- Per Section 435.04(1)(a), F.S., level 2 screening standards include, but need not be limited to, fingerprinting for statewide criminal history records checks through the Department of Law Enforcement, and national criminal history records checks through the Federal Bureau of Investigation, and may include local criminal records checks through local law enforcement agencies.
- If the Provider employee or managing employee was employed prior to the execution of this Agreement, the Provider shall ensure that the County, State, and Federal criminal background screening comparable to a level 2 background screening is completed with results prior to the employee accessing any PII, PHI, or financial information.
- Any Provider employee or managing employee with background results that are unacceptable to the State as described in Section 435.04, Fla. Stat., or related to the criminal use of PII as described in Section 817, Fla. Stat., or has been subject to criminal penalties for the misuse of PHI under 42 U.S.C. 1320d-5, or has been subject to criminal penalties for the offenses described in Section 812.0195, Fla. Stat., Section 815, Fla. Stat., Section 815.04, Fla. Stat., or Section 815.06, Fla. Stat., shall be denied employment or be immediately dismissed from performing services under this Agreement by the Provider unless an exemption is granted.
- Direct access is defined as having, or expected to have, duties that involve access to PII, PHI, or financial information by any means including, but not limited to, network shared drives, email, telephone, mail, computer systems, and electronic or printed reports.
- The Provider agrees to ensure that all Provider employees including managing employees that have direct access to any PII, PHI or financial information have a County, State, and Federal criminal background screening comparable to a level 2 background screening completed with results every five (5) years.
- The Provider agrees to develop and submit policies and procedures related to this criminal background screening requirement to the Agency for review and approval within thirty (30) calendar days of this Agreement execution. The Provider's policies and procedures shall include a procedure to grant an exemption from disqualification for disqualifying offenses revealed by the background screening, as described in Section 435.07, F.S.
- The Provider agrees to keep a record of all background screening records to be available for Agency review upon request.
- Failure to comply with background screening requirements shall subject the Provider to liquidated damages as described Attachment I, Scope of Services.

35. Monitoring

- The Provider agrees to provide reports as specified in Attachment I, Scope of Services. These reports will be used for monitoring progress or performance of the contractual services as specified in Attachment I, Scope of Services.

- The Provider agrees to permit persons duly authorized by the Agency to inspect any records, papers, documents, facilities, goods and services of the Coalition which are relevant to this Agreement.
- The Provider agrees to ensure that each of its employees or subcontractors who performs activities related to the services associated with this Agreement will report to the Agency any health care facility that is the subject of these services that may have violated the law. The Provider agrees to report concerns pertaining to a health care facility, the Coalition employee or subcontractor may contact the Agency Complaint Hotline by calling 1-888-419-3456 or by completing the online complaint form found at https://apps.ahca.myflorida.com/hcfc.
- The Provider agrees to ensure that each of its employees or subcontractors who performs activities related to the services associated with this Agreement, will report to the Agency areas of concern relative to the operation of any entity covered by this Agreement. To report concerns, the Provider employee or subcontractor may contact the Agency Complaint Hotline by calling 1-877-254-1055 or by completing the online complaint form found at https://apps.ahca.myflorida.com/smmc cirts/.
- Reports which represent individuals receiving services are at risk for, or have suffered serious harm, impairment, or death shall be reported to the Agency immediately and no later than twenty four (24) clock hours after the observation is made. Reports that reflect noncompliance that does not rise to the level of concern noted above shall be reported to the Agency within ten (10) calendar days of the observation.

36. Indemnification. The Provider, unless a State Agency as defined in 768.28(2) Florida Statutes, agrees to indemnify, defend, and hold harmless the Agency, Network, and Coalition as provided in this Clause.

- Scope. The Duty to Indemnify and the Duty to Defend, as described herein (collectively known as the "Duty to Indemnify and Defend"), extend to any completed, actual, pending or threatened action, suit, claim or proceeding, whether civil, criminal, administrative or investigative (including any action by or in the right of the Coalition), and whether formal or informal, in which the Agency, Network, or Coalition is, was or becomes involved and which in any way arises from, relates to or concerns the Coalition's acts or omissions related to this Agreement (inclusive of all attachments, etc.) (collectively "Proceeding").

  a. Duty to Indemnify. The Provider, unless a State agency, agrees to hold harmless and indemnify the Agency, Network, and Coalition to the full extent permitted by law against any and all liability, claims, actions, suits, judgments, damages and costs of whatsoever name and description, including attorneys' fees, arising from or relating to any Proceeding.

  b. Duty to Defend. With respect to any Proceeding, the Provider agrees to fully defend the Agency, Network, and Coalition and shall timely reimburse all of the Agency's, Network's, and Coalition's legal fees and costs; provided, however, that the amount of such payment for attorneys' fees and costs is reasonable pursuant to rule 4- 1.5, Rules Regulating The Florida Bar. The Agency, Network, and Coalition each respectively retains the exclusive right to select, retain and direct its defense through defense counsel funded by the Provider pursuant to the Duty to Indemnify and Defend the Agency and Network.

- Expense Advance. The presumptive right to indemnification of damages shall include the right to have the Provider pay the Agency, Network, or Coalition's expenses in any Proceeding as such expenses are incurred and in advance of the final disposition of such Proceeding.
- Enforcement Action. In the event that any claim for indemnity, whether an Expense Advance or otherwise, is made hereunder and is not paid in full within sixty (60) calendar

days after written notice of such claim is delivered to the Provider, the Agency, Network, or Coalition may, but need not, at any time thereafter, bring suit against the Provider to recover the unpaid amount of the claim (hereinafter "Enforcement Action"). In the event the Agency, Network, or Coalition brings an Enforcement Action, the Provider shall pay all of the Agency, Network, or Coalition's attorneys' fees and expenses incurred in bringing and pursuing the Enforcement Action.

- Contribution. In any Proceeding in which the Provider is held to be jointly liable with the Agency, Network, or Coalition for payment of any claim of any kind (whether for damages, attorneys' fees, costs or otherwise), if the Duty to Indemnify provision is for any reason deemed to be inapplicable, the Provider shall contribute toward satisfaction of the claim whatever portion is or would be payable by the Agency, Network, or Coalition in addition to that portion which is or would be payable by the Provider, including payment of damages, attorneys' fees and costs, without recourse against the Agency, Network, or Coalition. No provision of this part or of any other section of this Agreement (inclusive of all attachments, etc.), whether read separately or in conjunction with any other provision, shall be construed to: (i) waive the State or the Agency's immunity to suit or limitations on liability; (ii) obligate the State or the Agency to indemnify the Provider for the Provider's own negligence or otherwise assume any liability for the Provider's own negligence; or (iii) create any rights enforceable by third parties, as third party beneficiaries or otherwise, in law or in equity.

37. Assignments and Subcontracts

- The Provider agrees to neither assign the responsibility of this Agreement to another party nor subcontract for any of the work contemplated under this Agreement without prior written approval of the Coalition. No such approval by the Coalition of any assignment or subcontract shall be deemed in any event or in any manner to provide for the incurrence of any obligation of the Coalition in addition to the total dollar amount agreed upon in this Agreement. All such assignments or subcontracts shall be subject to the conditions of this Agreement and to any conditions of approval that the Network shall deem necessary.

38. Subcontracting

- The Provider agrees to not subcontract, assign, or transfer any work identified under this Agreement, without prior written consent of the Coalition.
- The Provider agrees to not subcontract with any other provider that would be in conflict of interest to the Coalition during the term of this Agreement in accordance with applicable Federal and/or State laws.
- Changes to approved subcontracts and/or subcontractors require approval in writing by the Coalition’s Contract Manager prior to the effective date of any subcontract.
- The Provider is responsible for all work performed under this Agreement. No subcontract that the Provider enters into with respect to performance under this Agreement shall in any way relieve the Provider of any responsibility for performance of its duties. The Provider shall assure that all tasks related to the subcontract are performed in accordance with the terms of this Agreement. If the Coalition determines, at any time, that a subcontract is not in compliance with an Agreement requirement, the Provider shall promptly revise the subcontract to bring it into compliance. In addition, the Provider may be subject to sanctions and/or liquidated damages pursuant to this Agreement and Section 409.912(6), Fla. Stat. (related to sanctions).
- All payments to subcontractors will be made by the Provider.
- The Provider agrees to be responsible for monitoring their program’s performance. The results of the monitoring shall be provided to the Coalition’s Contract Manager, ten (10) business days after the end of each month or as specified by the Network. If the subcontractor's performance does not meet the Agency's performance standard according to the Coalition’s monitoring report or the Provider’s monitoring report, an improvement

plan must be submitted to the Provider, the Coalition, and the Agency within ten (10) business days of the deficient report.

- The award of subcontracts should reflect the full diversity of the citizens of the State of Florida. Coalitions can contact the Office of Supplier Diversity at (850) 487-0915 or online at http://osd.dms.state.fl.us/ for information on minority Coalitions who may be considered for subcontracting opportunities.
- A minority owned business is defined as any business enterprise owned and operated by the following ethnic groups: African American (Certified Minority Code H or NonCertified Minority Code N); Hispanic American (Certified Minority Code I or NonCertified Minority O); Asian American (Certified Minority Code J or Non-Certified
Minority Code P); Native American (Certified Minority Code K or Non-Certified Minority Code Q); or American Woman (Certified Minority Code M or Non-Certified Minority Code R).

39. Return of Funds

The Provider agrees to return to the Coalition any overpayments due to unearned funds or funds disallowed pursuant to the terms of this Agreement that were disbursed to the Provider by the Coalition. The Provider shall return any overpayment to the Coalition within twenty-five (25) calendar days after either discovery by the Provider, the Coalition, its independent auditor, or notification by the Agency, of the overpayment.

40. Purchasing

- P.R.I.D.E.

It is expressly understood and agreed that any articles which are the subject of, or required to carry out, this Agreement shall be purchased from the corporation identified under Chapter 946, Fla. Stat., if available, in the same manner and under the same procedures set forth in Section 946.515(2) and (4), Fla. Stat.; and for purposes of this Agreement the person, firm, or other business entity carrying out the provisions of this Agreement shall be deemed to be substituted for Agency, Network, or Coalition respectively, insofar as dealings with such corporation are concerned.

The "Corporation identified" is PRISON REHABILITATIVE INDUSTRIES AND DIVERSIFIED ENTERPRISES, INC. (P.R.I.D.E.) which may be contacted at:

P.R.I.D.E.
12425 28th Street North, Suite 300 St. Petersburg, FL 33716 info@pride-enterprises.org
(727) 556-3300
Toll Free: 1-800-643-8459
Fax: (727) 570-3366

- RESPECT of Florida

It is expressly understood and agreed that any articles that are the subject of, or required to carry out, this Agreement shall be purchased from a nonprofit agency for the blind or for the severely handicapped that is qualified pursuant to Chapter 413, Fla. Stat., in the same manner and under the same procedures set forth in Section 413.036(1) and (2), Fla. Stat.; and, for purposes of this Agreement the person, firm, or other business entity carrying out the provisions of this Agreement shall be deemed to be substituted for Agency or Network respectively, insofar as dealings with such qualified nonprofit agency are concerned.

The "nonprofit agency" identified is RESPECT of Florida which may be contacted at:

RESPECT of Florida
2475 Apalachee Parkway, Suite 205
Tallahassee, Florida 32301-4946
(850) 487-1471 www.respectofflorida.org

41. Procurement of Products or Materials with Recycled Content

It is expressly understood and agreed that any products which are required to carry out this Agreement shall be procured in accordance with the provisions of Section 403.7065, Fla. Stat.

42. Civil Rights Requirements/Provider Assurance

The Provider assures that it will comply with:

- Title VI of the Civil Rights Act of 1964, as amended, 42 United States Code (U.S.C.) 2000d et seq., which prohibits discrimination on the basis of race, color, or national origin.
- Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of handicap.
- Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 et seq., which prohibits discrimination on the basis of sex.
- The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 et seq., which prohibits discrimination on the basis of age.
- Section 654 of the Omnibus Budget Reconciliation Act of 1981, as amended, 42 U.S.C. 9849, which prohibits discrimination on the basis of race, creed, color, national origin, sex, handicap, political affiliation or beliefs.
- The Americans with Disabilities Act of 1990, Public Law (P.L.) 101-336, which prohibits discrimination on the basis of disability and requires reasonable accommodation for persons with disabilities.
- Chapter 409, Fla. Stat.
- Rule 62-730.160, F.A.C. pertaining to standards applicable to generators of hazardous waste.
- All applicable standards, orders or regulations issued pursuant to the Clean Air Act, 42 United States Code (U.S.C.) 7401 et seq.
- The Medicare-Medicaid Fraud and Abuse Act of 1978
- Other Federal omnibus budget reconciliation acts.
- The Balanced Budget Act of 1997.
- All regulations, guidelines, and standards as are now or may be lawfully adopted under the above statutes.

The Provider agrees that compliance with this assurance constitutes a condition of continued receipt of or benefit from funds provided through this Agreement, and that it is binding upon the Provider its successors, transferees, and assignees for the period during which services are provided. The Provider further assures that all contractors, subcontractors, subgrantees, or others with whom it arranges to provide services or benefits to participants or employees in connection with any of its programs and activities are not discriminating against those participants or employees in violation of the above statutes, regulations, guidelines, and standards.

43. Equal Employment Opportunity (EEO) Compliance

The Provider agrees to not discriminate in its employment practices with respect to race, color, religion, age, sex, marital status, political affiliation, national origin, or handicap.

44. Discrimination

Pursuant to Section 287.134(2)(a), Fla. Stat., an entity or affiliate who has been placed on the discriminatory vendor list may not submit a Bid, Proposal, or Reply on a contract to provide any goods or services to a public entity; may not submit a Bid, Proposal, or Reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit Bids, Proposals, or Replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity at (850) 487-0915.

45. Requirements of Section 287.058, Florida Statutes

- The Provider agrees to submit bills for fees or other compensation for services or expenses in detail sufficient for a proper pre-audit and post-audit thereof.
- Where applicable, to submit bills for any travel expenses in accordance with Section 112.061, Fla. Stat. The Agency may establish rates lower than the maximum provided in Section 112.061, Fla. Stat.
- The Provider agrees to provide units of deliverables, including reports, findings, and drafts, in writing and/or in an electronic format agreeable to both Parties, as specified in Attachment I, Scope of Services, to be received and accepted by the Contract Manager prior to payment.
- The Provider agrees to comply with the criteria and final date, as specified herein, by which such criteria must be met for completion of this Agreement.
- Upon execution by both Parties this Agreement shall be effective as of July 1, 2021, and end on June 30, 2022, inclusive.
- In accordance with Section 287.057(13), Fla. Stat., this Agreement may be renewed for a period that may not exceed three (3) years or the term of the original Agreement, whichever period is longer. Renewal of this Agreement shall be in writing and subject to the same terms and conditions set forth in the initial Agreement. A renewal Agreement may not include any compensation for costs associated with the renewal. Renewals are contingent upon satisfactory performance evaluations by the Agency, Network, and Coalition are subject to the availability of funds, and optional to the Agency, Network, and Coalition.
- The Provider agrees that the Agency, Network, and Coalition may unilaterally cancel this Agreement for refusal by the Provider to allow public access to all documents, papers, letters, or other material made or received by the Provider in conjunction with this Agreement, unless the records are exempt from Section 24(a) of Article I of the State Constitution and the Florida Public Records Act, Chapter 119, Fla. Stat.
- The Provider agrees to comply with Patents, Royalties, Copyrights, Right to Data, and Works for Hire/Software requirements as follows:

  a. The Provider, unless a State agency, shall indemnify and hold harmless the Agency, Network, and Coalition, and their employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unattended invention, process, or article manufactured or supplied by the Provider. The Provider has no liability when such claim is solely and exclusively due to the combination, operation or use of any article supplied hereunder with equipment or data not supplied by the Provider or is based solely and exclusively upon the Agency, Network, and Coalition's alteration of the article.

  b. The Agency, Network, or Coalition will provide prompt written notification of a claim of copyright or patent infringement and shall afford the Provider full

opportunity to defend the action and control the defense. Further, if such a claim is made or is pending, the Provider may, at its option and expense procure for the Agency, Network, and Coalition the right to continue the use of, replace or modify the article to render it non-infringing (if none of the alternatives is reasonably available, the Agency agrees to return the article on request to the Provider and receive reimbursement, if any, as may be determined by a court of competent jurisdiction).

c. If the Provider brings to the performance of this Agreement a preexisting patent, patent-pending and/or copyright, at the time of Agreement execution, the Provider shall retain all rights and entitlements to that pre-existing patent, patent-pending and/or copyright, unless this Agreement provides otherwise.

d. If the Provider uses any design, device, or materials covered by letter, patent, or copyright, it is mutually agreed and understood without exception that the proposed prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work. Prior to the initiation of services under this Agreement, the Provider shall disclose, in writing, all intellectual properties relevant to the performance of this Agreement which the Provider knows, or should know, could give rise to a patent or copyright. The Provider shall retain all rights and entitlements to any preexisting intellectual property which is so disclosed. Failure to disclose will indicate that no such property exists. The Agency will then have the right to all patents and copyrights which arise as a result of performance under this Agreement as provided in this Sub-Section.

e. If any discovery or invention arises or is developed in the course of, or as a result of, work or services performed under this Agreement, or in any way connected herewith, the Provider shall refer the discovery or invention to the Agency for a determination whether patent protection will be sought in the name of the State of Florida. Any and all patent rights accruing under or in connection with the performance of this Agreement are hereby reserved to the State of Florida. All materials to which the Agency is to have patent rights or copyrights shall be marked and dated by the Provider in such a manner as to preserve and protect the legal rights of the Agency.

f. Where activities supported by this Agreement produce original writing, sound recordings, pictorial reproductions, drawings or other graphic representation and works of any similar nature, the Agency has the right to use, duplicate and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to have others acting on behalf of the Agency to do so. If the materials so developed are subject to copyright, trademark, or patent, legal title and every right, interest, claim, or demand of any kind in and to any patent, trademark or copyright, or application for the same, shall vest in the State of Florida, Department of State for the exclusive use and benefit of the State. Pursuant to Section 286.021, Fla. Stat., no person, firm, corporation, including parties to this Agreement shall be entitled to use the copyright, patent, or trademark without the prior written consent of the Florida Department of State.

g. The Agency, Network, and Coalition will have unlimited rights to use, disclose, or duplicate, for any purpose whatsoever, all information and data developed, derived, documented, or furnished by the Provider under this Agreement.

h. All rights and title to works for hire under this Agreement, whether patentable or copyrightable or not, shall belong to the Agency and shall be subject to the terms and conditions of this Agreement.

i. The computer programs, data, materials and other information furnished by the Agency to the Provider hereunder shall be and remain the sole and exclusive property of the Agency, free from any claim or right of retention by or on behalf of the Provider. The services and products listed in this Agreement shall become the property of the Agency upon the Provider's performance and delivery thereof. The Provider hereby acknowledges that said computer programs, materials and other information provided by the Agency to the Provider hereunder, together with the products delivered and services performed by the Provider hereunder, shall be and remain confidential and proprietary in nature to the extent provided by Chapter 119, Fla. Stat., and that the Provider shall not disclose, publish or use same for any purpose other than the purposes provided in this Agreement; however, upon the Provider first demonstrating to the Agency's satisfaction that such information, in part or in whole, (1) was already known to the Provider prior to its receipt from the Agency; (2) became known to the Provider from a source other than the Agency; or (3) has been disclosed by the Agency to third parties without restriction, the Provider shall be free to use and disclose same without restriction. Upon completion of the Provider's performance or otherwise cancellation or termination of this Agreement, the Provider shall surrender and deliver to the Agency, freely and voluntarily, all of the above-described information remaining in the Provider's possession.

j. The Provider warrants that all materials produced hereunder shall be of original development by the Provider and shall be specifically developed for the fulfillment of this Agreement and shall not knowingly infringe upon or violate any patent, copyright, trade secret or other property right of any third party, and the Provider shall indemnify and hold the Agency harmless from and against any loss, cost, liability or expense arising out of any breach or claimed breach of this warranty.

k. The terms and conditions specified in this Sub-Section shall also apply to any subcontract made under this Agreement. The Provider shall be responsible for informing the subcontractor of the provisions of this Sub- Section and obtaining disclosures.

- The financial consequences that the Agency must apply if the Provider fails to perform in accordance with this Agreement are outlined in Attachment I, Scope of Services.

47. Sponsorship

Pursuant to Section 286.25, Fla. Stat., all non-governmental Providers must assure that all locally developed notices, information pamphlets, press releases, advertisements, descriptions of the sponsorship of the program, research reports, and similar public notices prepared and released by the Provider shall include the Statement: "Sponsored by Healthy Start MomCare Network, Inc. and the State of Florida, Agency for Health Care Administration." If the sponsorship reference is in written material, the words, "State of Florida, Agency for Health Care Administration" shall appear in the same size letters or type as the name of the organization.

48. Use of Funds for Lobbying Prohibited

The Provider agrees to comply with the provisions of Section 216.347, Fla. Stat., which prohibits the expenditure of Agreement funds for the purpose of lobbying the Legislature, the judicial branch or a State agency.

49. Public Entity Crime

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Fla. Stat., for category two, for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

50. Health Insurance Portability and Accountability Act

- The Provider agrees to comply with the Department of Health and Human Services Privacy Regulations in the CFR, Title 45, Sections 160 and 164, regarding disclosure of protected health information as specified in Attachment II, Business Associate Contract.
- The Provider must ensure it meets all Federal regulations regarding required standard electronic transactions and standards for privacy and individually identifiable health information as identified in the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the Health Information Technology for Economic and Clinical Health Act (HITECH) of 2009 and associated regulations.
- The Provider shall conduct all activities in compliance· with 45 CFR 164 Subpart C to ensure data security, including, but not limited to encryption of all information that is confidential under Florida or Federal law, while in transmission and while resident on portable electronic media storage devices. Encryption is required and shall be consistent with Federal Information Processing Standards (FIPS), and/or the National Institute of Standards and Technology (NIST) publications regarding cryptographic standards.

51. Confidentiality of Information

- The Provider shall not use or disclose any confidential information, including social security numbers that may be supplied under this Agreement pursuant to law, and also including the identity or identifying information concerning a Medicaid recipient or services under this Agreement for any purpose not in conformity with State and Federal laws, except upon written consent of the recipient, or his/her guardian.
- All personally identifiable information, including Medicaid information, obtained by the Provider shall be treated as privileged and confidential information and shall be used only as authorized for purposes directly related to the administration of this Agreement. The Provider must have a process that specifies that patient-specific information remains confidential, is used solely for the purposes of data analysis or other Provider responsibilities under this Agreement, and is exchanged only for the purpose of conducting a review or other duties outlined in this Agreement.
- Any patient-specific information received by the Provider can be shared only with those agencies that have legal authority to receive such information and cannot be otherwise transmitted for any purpose other than those for which the Provider is retained by the Agency. The Provider must have in place written confidentiality policies and procedures to ensure confidentiality and to comply with all Federal and State laws (including the HIPAA and HITECH Acts) governing confidentiality, including electronic treatment records, facsimile mail, and electronic mail).
- The Provider's subcontracts must explicitly state expectations about the confidentiality of information, and the subcontractor is held to the same confidentiality requirements as the Provider. If provider-specific data are released to the public, the Provider shall have policies and procedures for exercising due care in compiling and releasing such data that address

statutory protections of quality assurance and confidentiality while assuring that open records requirements of Chapter 119, Fla. Stat., are met.

- The Provider and its subcontractors shall comply with the requirements of Section 501.171, Fla. Stat. and shall, in addition to the reporting requirements therein, report to the Coalition any breach of personal information.
- Any releases of information to the media, the public, or other entities require prior approval from the Agency.

52. Scrutinized Companies Lists

Pursuant to Section 287.135, Fla. Stat. the Coalition certifies that:

- If this Agreement reaches or exceeds $1,000,000.00, it has not been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and does not have business operations in Cuba or Syria; and
- For Agreements of any amount, it has not been placed on the Scrutinized Companies that Boycott Israel List and is not engaged in a boycott of Israel.

The Provider agrees that the Coalition may immediately terminate this Agreement if the Provider found to have submitted a false certification or is placed on the lists defined in Sections 215.473 or 215.4725, Fla. Stat., or engages in a boycott of Israel, during the term of this Agreement.

53. Performance of Services

The Provider shall ensure all services provided under this Agreement will be performed within the borders of the United States and its territories and protectorates. State-owned Data will be processed and stored in data centers that are located only in the forty eight (48) contiguous United States.

54. Venue

- In the event of any legal challenges to this Agreement, the Provider agrees and will consent that hearings and depositions for any administrative or other litigation related to this Agreement shall be held in Leon County, Florida. The Agency, in its sole discretion, may waive this venue for depositions.
- Respondents (and their successors, including but not limited to their parent(s), affiliates, subsidiaries, subcontractors, assigns, heirs, administrators, representatives and trustees) acknowledge that this Agreement (including but not limited to exhibits, attachments, or amendments) is not a rule nor subject to rulemaking under Chapter 120 (or its successor) of the Florida Statutes and is not subject to challenge as a rule or non-rule policy under any provision of Chapter 120, Fla. Stat.
- This Agreement shall be delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision shall be found ineffective, then to the extent of such prohibition or invalidity, that provision shall be severed without invalidating the remainder of such provision or the remaining provisions of this Agreement.
- The exclusive venue and jurisdiction for any action in law or in equity to adjudicate rights or obligations arising pursuant to or out of this Agreement for which there is no administrative remedy shall be the Second Judicial Circuit Court in and for Leon County, Florida, or, on appeal, the First District Court of Appeal (and, if applicable, the Florida Supreme Court).

Any administrative hearings hereon or in connection herewith shall be held in Leon County, Florida.

55. Entire Agreement

This Agreement represents the entire agreement of the Parties. Any alterations, variations, changes, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly signed by each of the Parties hereto, and attached to the original of this Agreement, unless otherwise provided herein.

IN WITNESS THEREOF, the Parties have caused the seventy-two (72) page Agreement, which includes any reference attachments, to be executed by their undersigned officials as duly authorized. This Agreement is not valid until signed and dated by both Parties below:

TBA	**CAPITAL AREA HEALTHY START COALITION, INC.**
SIGNED BY: _____	SIGNED BY: _____
NAME: _____	NAME: _____
TITLE: _____	TITLE: CAHSC Board President
DATE: _____	DATE: _____

List of attachments/exhibits included as part of this Agreement:

Specify Type	Letter Number	Description (include number of pages)
Attachment I		Scope of Services (47 pages)
Attachment I, Exhibit I		Deliverables, Performance Standards and Liquidated Damages (8 pages)
Attachment I, Exhibit II		Complaint and Grievance Procedures (4 pages)
Attachment II		Business Associate Agreement (6 pages)
Attachment III		Financial and Compliance Audit (4 pages)
Attachment III, Exhibit I		Financial and Compliance Audit Form (1 page)
Attachment IV		Lobbying Certification (1 page)
Attachment V		Debarment Certification (1 page)

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ATTACHMENT I
SCOPE OF SERVICES

SCOPE OF SERVICES
Section I. Definitions and Acronyms

A. Definitions

The following terms as used in this Agreement shall be construed and/or interpreted as follows, unless the Agreement otherwise expressly requires a different construction and/or interpretation. Some defined terms do not appear in all contracts.

Ad Hoc – A report designed for a specific purpose, case, or situation.

Administrative Services Organization or Network - For the purposes of this Agreement, an entity representing all Healthy Start Coalitions providing risk appropriate care coordination and other services in accordance with Medicaid waiver and state law requirements.

Agency - Florida's Agency for Health Care Administration (AHCA).

Attempt to Contact - The work efforts related to contacting a recipient either face-to-face or by telephone. Face-to-face contact can take place at the recipient's home; work place; Women, Infants, and Children (WIC) clinic; Department of Children and Families Services; County Health Department; Healthy Start care coordination provider; or health care provider. This term does not include communication via mail, except for those recipients who provide only a post office box as a means to contact.

At Risk - Women, infants, or children who are at risk for poor birth, health, and developmental outcomes as determined by Healthy Start.

Broadcast – Video, audio, text, or email messages transmitted through an internet, cellular or wireless network for display on any device.

Business Day —Monday through Friday, except holidays observed by regular State of Florida employees. Timeframes requiring completion within a number of business days shall mean by 5:00 p.m. local time on the last workday.

Calendar Days – The consecutive days of a month, including weekends.

Care Coordination – The coordination, facilitation, and provision of care services, as defined under the process referenced in Chapter 383.011, F.S., that are identified through screening and assessment that is aimed at reducing risks and maximizing outcomes.

CHD – County Health Department

Children – A child ages twelve (12) months up to thirty-six (36) months.

Coalition – An organization or a group of individuals who have demonstrated their interest in forming a community prenatal and infant health coalition, have completed the establishment process per Rule 64F-2, Fla. Admin. Code and have been approved by the Department of Health as a Healthy Start Coalition. In the event that a coalition is not established in a county, by section 383.216, F.S., the management of the Healthy Start Program is carried out by the local county

health department. For the purposes of this Contract, the term "coalition" includes the county health department when the county health department is acting in the role of the coalition.

Coalition's Service Area – The geographical area represented by the Coalition. This shall consist of one or more counties and may include one or more services delivery catchment areas.

Community Education - Activities include presentations on Healthy Start services at health fairs, public forums, small business organizations, and places of worship.

Complaint – Any oral or written expression of dissatisfaction by a recipient submitted to a Healthy Start coalition and resolved by close of business the following business day. Possible subjects for complaints include, but are not limited to, the quality of care, the services provided, aspects of interpersonal relationships such as rudeness of a staff member, failure to respect the recipient's rights, or provisions of services that relate to the quality of care rendered by a provider pursuant to the provider's Healthy Start Agreement. A complaint is a subcomponent of the grievance and appeal system.

Contract - The written agreement between the Coalition and the Provider comprised of the Contract, any addenda, appendices, attachments, or amendments thereto.

Contract Manager - An individual designated to be responsible for the management of the Contract.

DCF – Department of Children and Families.

DOH – Department of Health.

Fair Hearings — An administrative hearing conducted by the Agency to review an action taken by the Recipient that limits, denies, or stops a requested service.

Grievance – Any oral or written expression of dissatisfaction with the outcome of a complaint that was submitted by a recipient to the Provider or the Coalition. Grievances are of a more serious nature and generally require investigation into allegations regarding the quality of care.

Health Insurance Portability and Accountability Act - A US law designed to provide privacy standards to protect patients' medical records and other health information provided to health plans, doctors, hospitals and other health care providers.

Healthy Families Florida - Healthy Families Florida is a community-based, voluntary home visiting program designed to enable children to grow up healthy, safe, and nurtured. The program promotes positive parenting and healthy child development, thereby preventing abuse and other poor childhood outcomes.

Healthy Start Coalition – An organization established in accordance with Rule 64F-2.003, Florida Administrative Code (F.A.C.), to provide universal risk screening, risk appropriate care coordination and other interventions to all pregnant women and newborn infants in Florida in accordance with a federal waiver and pursuant to Section 409.906, Florida Statutes (F.S.), and that has been approved by the Florida Department of Health. In the event that a coalition is not established in a county, by Section 383.216, F.S., the management of the Healthy Start Program is carried out by the local

county health department. For the purposes of this Agreement, the term "coalition" includes the county health department when the county health department is acting in the role of the coalition.

Healthy Start Infant Postnatal Risk Screening – A brief screening that is offered to parents or guardians of all infants born in Florida prior to leaving the delivery facility. The information received is scored to assess risk and identify those parents and infants most vulnerable to experiencing adverse health outcomes.

Healthy Start Prenatal Risk Screening – A brief screening provided to all pregnant women at their first (or at a subsequent) prenatal office visit. The screening collects information that is scored to assess risk and identify those women and infants most vulnerable to experiencing adverse health outcomes.

HITECH Act – Legislation that addresses the privacy and security concerns associated with the electronic transmission of health information, in part, through several provisions that strengthen the civil and criminal enforcement of the HIPAA rules.

Infant – An individual from birth up to twelve (12) months of age.

Internal Quality Assurance (IQA)– A systematic approach to continuously assess and improve the overall quality of a program or service by identifying positive and negative program processes, services, and outcomes. IQA is facilitated through measurement and analysis of performance measures and contract deliverables. Periodic measurement and evaluation of program outcomes provide assurance that program practices are consistent with contractually established standards, guidelines, and procedures. The ongoing monitoring of services, outcomes and processes impacting service delivery are key factors are achieving quality maintenance and quality improvement.

Medicaid — The medical assistance program authorized by Title XIX of the Social Security Act, 42 U.S.C., Section 1396, and regulations thereunder, as administered in the State of Florida by the Agency under Chapter 409, F.S.

Medicaid Enrollee – A pregnant women, infant or child who is enrolled in a Statewide Medicaid Managed Care plan.

Medicaid Fair Hearings – An administrative hearing conducted by the Agency to review and action taken by a Managed Care Plan that limits, denies, or stops a requested service.

Network - For the purposes of this Agreement, an entity representing all Healthy Start Coalitions providing risk appropriate care coordination and other services in accordance with Medicaid waiver and state law requirements.

Performance Improvement Plan – The process by which services not meeting quality assurance measures that are evaluated and changed to obtain better results.

Protected Health Information – For purposes of this Agreement, protected health information shall have the same meaning and effect as defined in 45 CFR and 164, limited to the information created, received, maintained or transmitted by the Provider from, or on behalf of the Agency.

Quality Assurance/Quality Improvement (QA/QI) – The continuance process for internal and external evaluation and reporting on the structure, process, and outcome of the prenatal and infant health care delivery network. The process evaluates the extent to which administration, staff and subcontracted providers are in compliance with pre-established standards, and include corrective action planning and implementation aimed at services not meeting standards.

Recipient – The pregnant women, interconceptional women, infants, and children who have Medicaid and are receiving services from the Provider as described in Attachment I, Scope of Services, and all attachments and exhibits named herein.

B. Acronyms

ASO – Administrative Services Organization

ASQ – Ages to Stages Questionnaire

CFR – Code of Federal Regulations

CHD – County Health Department

CI&R – Coordinated Intake & Referral Services

CMS – Centers for Medicare and Medicaid Services

DOH – Department of Health

F.A.C. – Florida Administrative Code

FFS – Fee-for-Service

F.S. – Florida Statutes

HIPAA - Health Insurance Portability and Accountability Act

HITECH – The Health Information Technology for Economic and Clinical Health Act

ICC – Interconception Care Counseling

ICT – Interdisciplinary Care Team

IQA —Internal Quality Assurance

LARC –Long- Acting Reversible Contraceptive

PIP - Performance Improvement Plan

PHI - Protected Health Information

SMMC – Statewide Medicaid Managed Care

SOBRA –Sixth Omnibus Budget Reconciliation Act

Section II. Services to Be Provided

A. Service(s) to be Provided

1. Background

On June 4, 1991, Florida enacted a comprehensive maternal and infant health care program, Florida's Healthy Start initiative. The Florida Healthy Start Program provides for universal risk screening of all Florida's pregnant women and newborn infants to identify those at risk of poor birth, health, and developmental outcomes. The goal of the Healthy Start Program is to increase the delivery of effective, evidence-based services that reduce infant mortality, reduce the number of low birth weight infants, and improve health and developmental outcomes. Healthy Start services are coordinated and provided by Healthy Start Coalitions.

The Agency for Health Care Administration (Agency) is the single state agency designated to authorize, manage, operate, and make payment for medical assistance and related services under Title XIX of the Social Security Act. In accordance with Section 409.906(11), Florida Statutes, the Agency for Health Care Administration (Agency) may pay for a continuum of risk-appropriate medical and psychosocial services under the Florida Medicaid program for the Healthy Start Program in accordance with a federal waiver obtained from the Centers for Medicare and Medicaid Services (CMS).

2. Purpose

The Coalition is required to contract with an administrative services organization (ASO) representing all Healthy Start Coalitions in accordance with Section 409.975, Florida Statutes (F.S.). The Healthy Start MomCare Network, Inc. has entering into an Agreement with the Coalition to oversee the provisions of care coordination, education, and other risk appropriate interventions for Medicaid recipients who meet the eligibility requirements stated in this Agreement. The Coalition is entering into an Agreement with the Provider to provide support, care coordination, education, and other risk appropriate intervention for Medicaid recipients who meet the eligibility requirements afore stated. At a minimum, the goals of this Agreement are to:

a. Ensure better coordination with Medicaid managed care plans for eligible pregnant women, infants, and children who are enrolled in the Statewide Medicaid Managed Care (SMMC) Program, and are also receiving services through the Healthy Start Program.

b. Implement a care coordination model that connects all Medicaid eligible pregnant women, infants, and children to evidence-based care using individualized pathways designed to produce healthy outcomes.

c. Provide interconception care counseling (ICC) services.

Section III. Manner of Service(s) Provision:

A. Services Provided by the Coalition:

The Coalition shall be responsible for the following:

1. Monitoring and evaluation of the Provider's compliance with the requirements of this Agreement. The Coalition reserves the right to request additional information in support of monitoring the Provider's performance to ensure compliance with the Agreement requirements.

2. Determining whether the Provider has violated a contractual obligation and assess liquidated damages or sanctions when necessary.

3. Providing information related to federal and state requirements related to the provision of services under this Agreement and expectations of the Provider.

4. Notifying medical providers and other interested stakeholders about the implementation of this Agreement.

5. Reviewing all deliverables submitted by the Provider in a timely manner. The Coalition reserves the right to approve, deny, or require revision to any submitted deliverables.

6. Approving any changes to the Provider's office location or when any of the Provider contractual obligations shall be performed at a different site other than the designated office location.

7. Clarifying policy and contractual requirements, as needed, or requested by the Coalition. Upon request from Provider, the Coalition may seek a formal contractual interpretation from the Agency's Deputy Secretary for Medicaid.

B. Services Provided by the Provider:

1. General Responsibilities

The Provider shall provide all services required for the administration of Florida Medicaid's Healthy Start Program, including, but not limited to:

a. Coordinate the provision of services with Medicaid managed care plans for recipients who are enrolled in the Statewide Medicaid Managed Care Program, and who are dually receiving services through the Healthy Start Program.

b. Ensure that services do not duplicate services provided by the enrollee's Medicaid managed care plan.

c. Implement a care coordination model (herein referred to as the "Healthy Start Pathways") that connects all at risk Medicaid eligible pregnant women, infants, and children to evidence-based care using individualized pathways designed to produce healthy outcomes.

d. Provide interconception care counseling services.

e. Maintain an agreement with the Coalition in order to provide the services outlined in this Agreement.

f. Provide fair hearing testimony and coordinate all necessary documentation related to individual fair hearings at no additional cost to the Agency or Network. The Provider shall also ensure professional staff availability, as needed, to testify and provide supportive documentation in connection with all other civil or administrative litigation arising from services provided under this Agreement.

g. Maintain procedures for all aspects of the work performed under this Agreement that are approved by the Coalition.

h. Provide a United States (U.S.) based telephone number to allow recipients and the public to leave messages for Provider staff as needed.

i. Meet with Coalition staff both face-to-face and via conference call throughout the term of this Agreement period concerning any issues and as required to fulfill the responsibilities of this Agreement.

j. Provide for all office and workspace, equipment, and supplies necessary for the performance of duties specified in this Agreement.

k. Comply with all reporting requirements established by the Agency, Network, and/or Coalition, including ad hoc reporting.

l. Maintain an emergency management plan that describes the processes the Provider shall follow to ensure the ongoing provision of services in a disaster.

m. Comply with all provisions of this Agreement, including all attachments, applicable exhibits, and any amendments, and shall act in good faith in the performance of the Agreement provisions.

n. Comply with all applicable federal and State civil rights laws, regulations, rules and policies, including but not limited to Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Titles II and III of the ADA of 1990, Section 1557 of the Patient Protection and Affordable Care Act (ACA), and the Age Discrimination Act of 1975.

2. Care Coordination with the Medicaid Managed Care Plans

a. The Provider shall share information with the Medicaid managed care plans on services provided to recipients who are enrolled in the SMMC program, and who are also receiving services from the Provider. Services shall include the following:

i. Scheduled and non-scheduled communications via telephone calls and emails; and

ii. Communications with and participation in interdisciplinary care team meetings with the Medicaid managed care plans and Healthy Start Network representatives, as needed.

b. The Provider shall maintain ongoing telephonic and face-to-face communications with the Medicaid managed care plans to coordinate the provision of services for pregnant women, infants and children under the age of thirty-six months who are jointly enrolled in the SMMC program and receiving services through the Healthy Start program as directed by the Coalition. The Provider shall facilitate these communications with the Medicaid managed care plans to ensure that there is no duplication in the provision of services.

c. The Provider shall participate in Interdisciplinary Care Team (ICT) meetings with the Medicaid Managed Care Plans and Healthy Start Home Visiting representatives to discuss recipients who are identified as appropriate for ICT staffing, as agreed upon by the managed care plan and Healthy Start, as follows:

i. The Provider shall meet at scheduled ICT meetings, when requested by the Coalition, with the recipient's managed care plan in order to match (but not overlap) the recipient with the most appropriate community based services and resources; and

ii. The Provider shall provide recipients with a plan of care to assist and support them in accessing needed services and resources. The Provider shall ensure that the plan of care does not duplicate the managed care plan's care coordination efforts and shall share this information with the recipient's managed care plan within thirty (30) calendar days of completion.

3. Healthy Start Prenatal and Infant-Child Pathways

a. Provider Eligibility Criteria for the Healthy Start Prenatal and Infant Pathway:

The following Medicaid recipients are eligible for the Prenatal and Infant-Child Pathways if they have been identified to be at risk for poor birth, health, or developmental outcomes:

1) Pregnant women;

2) Infants and children ages birth up to thirty-six (36) months.

b. Based on information obtained through the coordinated intake and referral process, the Provider shall provide enhanced care coordination services through its Healthy Start Prenatal and Infant-Child Pathway Program to pregnant woman and children who are identified as being at risk for poor birth, health, or developmental outcomes.

c. The Provider shall assign each recipient participating in Healthy Start Prenatal and Infant-Child Pathway Program a caseworker to coordinate care and the receipt of services.

d. Within thirty (30) calendar days of recipient enrollment in the Healthy Start Prenatal and Infant-Child Pathway Program, the Provider shall provide the following:

i. Complete a face-to-face initial assessment using the Healthy Start Prenatal or Postnatal Comprehensive Assessments;

ii. Identify risks from the recipient's screening form such as perinatal depression, intimate partner violence, substance abuse, and child development delays;

iii. Based on risks identified, provide referral information to the recipient for access to community services, including the reason for the referral;

iv. Evaluate any additional service needs and provide information to address risk factors and referrals to community resources as needed; and

v. Provide contact information to the recipient of their Healthy Start caseworker. The contact information shall include the name and phone number of the person providing home visiting services who can be contacted for assistance if the recipient or family is unable to access needed prenatal, intrapartum, postpartum, family planning, pediatric or family support services.

e. The Provider shall ensure that all services are provided face-to-face or via electronic video conferencing with the recipient. The Provider may also engage in communications on the recipient's behalf (e.g., contact with providers, etc.).

f. The Provider shall provide the following additional services for recipients (pregnant women) who are in a managed care plan and who are participating in the Healthy Start Prenatal Pathway:

i. Provide evidence-based information and education (e.g., smoking cessation, stress management, and prenatal care);

ii. Facilitate the recipient's participation in the Interconception Care Curriculum; and

iii. Provide counseling services to ensure the mother engages in her postpartum visit with her medical provider.

g. The Provider shall provide the following additional services for infants and children who are in a managed care plan and who are participating in the Healthy Start Infant-Child Pathway:

i. Parent education using a curriculum approved by the Agency. The Provider shall seek approval from the Coalition on the curriculum prior to use;

ii. Developmental screening services to the recipient, and making referrals to community resources, as necessary; and

iii. Assistance to the recipient in finding a primary care provider.

4. Interconception Care Counseling (ICC):

a. The Provider shall provide Interconception Care Counseling (ICC) services in 3rd trimester and during the period of time when a Healthy Start recipient is between pregnancies as a preventive strategy to reduce risk factors that may affect the health and well-being of the mother and child, and that of any future children. The following Medicaid recipients are eligible for ICC services based on their risk status:

i. All Medicaid eligible women; and

ii. Mothers of infants and children up to thirty-six (36) months of age; or women who have suffered a pregnancy loss (miscarriage, stillbirth, infant death) or a loss from a child placed out of the home, such as adoption or removal by the Department of Children and Families and who are less than eighteen (18) months postpartum.

b. The Provider shall:

i. Initiate ICC services during the third trimester, within thirty (30) calendar days postpartum, or thirty (30) calendar days after receipt of a referral;

c. The Provider shall provide all recipients meeting the eligibility criteria above with ICC services in accordance with the approved Florida DOH Healthy Start Standards and Guidelines.

d. The Provider shall provide ICC services to eligible recipients during a face-to-face encounter.

5. Eligibility Verification

a. The Provider shall verify eligibility for Medicaid, and shall maintain a record of the recipient's Medicaid identification number in the recipient's client record/case file.

6. Customer Service

a. The Provider shall provide a customer service telephone line staffed with a sufficient number of trained Healthy Start staff available during normal business hours of 8:00 AM to 5:00 PM local time, Monday through Friday.

b. The Provider may use an interactive voice response system, provided that at each level, the callers can choose to speak with a “live” person during normal business hours.

c. The Provider shall return all telephone calls and emails received during normal business hours up to 4:00 PM local time on the same business day. Telephone calls and emails received after 4:00 PM local time, shall be returned within one business day.

d. For calls received outside of normal business hours, the Provider shall provide the caller with a message that advises of the Provider’s hours of operation, provides instructions for how to leave a message, and how to request assistance, if needed, related to emergencies.

e. The Provider shall respond to all written inquiries as soon as possible but no longer than three (3) business days from the date of receipt.

f. In accordance with Title VI of the Civil Rights Act of 1964, the Provider shall provide, free of charge, foreign language interpreter and translation services, and auxiliary aids and services to achieve effective communication with individuals requiring such assistance.

g. The Provider shall ensure that the telephone message played for callers who are on hold does not include non-health related or marketing information. The Provider shall submit messages played while a caller is on hold to the Agency for prior approval.

7. Provider Written Materials and Notification Requirements

a. Written Materials

h. The Provider shall provide all individuals' communications, including written materials, spoken scripts, and websites in an easily understood language and format. Individuals' communications shall be at or near the fourth (4^{th}) grade comprehension level. Readability tests to determine whether the written materials meet this requirement are:

1) Fry Readability Index;

2) PROSE The Readability Analyst (software developed by Education Activities, Inc.);

3) Gunning FOG Index;

4) McLaughlin SMOG Index;

5) The Flesch-Kincaid Index; and/or

6) Other readability tests approved by the Agency.

ii. The Provider shall ensure that all written information is available in English, Spanish, Haitian Creole and other prevalent non-English languages, as appropriate. For the purposes of this Agreement, "prevalent" means a non-English language spoken by at least five percent (5%) of a geographic region covered under this Agreement.

iii. The Provider shall develop a comprehensive written cultural competency plan describing how services are provided in a culturally competent manner to recipients, including those with limited English proficiency.

iv. The Provider shall ensure that all written materials are available in alternative formats (such as large print, video or audio recordings, or Braille) appropriate for persons with disabilities, free of charge. Materials shall be distributed in accordance with Section 4707 of the 1997 Balanced Budget Act. The Provider shall notify all eligible recipients that information is available in alternative formats and how to access those formats.

v. The Provider shall provide information electronically to the eligible recipients in a format that is prominent, readily accessible and placed in a location on the Healthy Start website. The information must be provided in an electronic form which can be electronically retained, printed and consistent with content and language requirements, in accordance with 42 CFR, 438.10(c)(6)(i), 42 CFR, 438.10(c)(6)(ii), 42 CFR, 438.10(c)(6)(iii) and 42 CFR, 438.10(c)(6)(iv).

vi. If the Provider chooses to provide required information electronically to recipients, the Provider shall notify the recipient that the information is available in paper form within five (5) business days and at no cost, in accordance with 42 CFR, 438.10(c)(6)(v).

b. Notification Requirements

i. The Provider shall provide a written notice (herein referred to as "adverse benefit determination") to the recipient when the Provider reduces, denies, suspends, or terminates services. The Provider shall submit all notice templates to the Network for approval at least sixty (60) calendar days prior to the effective date of when it will be implemented for use, unless otherwise specified by the Network.

ii. The Provider shall ensure that written notices for adverse determinations shall include, at a minimum:

1) The date of the notice;

2) A brief statement of the Provider's authority and responsibility for review;

3) The individual's name and date of birth;

4) Date(s) of Recipient's determination;

5) A clear and specific reason for the determination;

6) A statement informing the parties of their right to a reconsideration request, the applicable time period within which such a request must be filed, and the address, phone numbers (including fax), and email for reconsideration requests; and

7) The individual's rights to a fair hearing and address, phone numbers (including fax), and email for the Office of Medicaid Fair Hearings.

8. Complaints and Grievances

a. The Provider shall implement a complaint and grievance process that provides both informal and formal steps to resolve a complaint or grievance filed by a recipient (or someone on the recipient's behalf) about staff and/or services provided by the Provider. The Provider shall ensure that the grievance process complies with the applicable requirements in 42 CFR 438.400(a) (1), and shall submit a description of the process to the Network for approval prior to implementation of this Agreement.

b. The Provider shall refer all who are dissatisfied with the outcome of his or her complaint to a mediator or to the Coalition's grievance committee.

c. The Provider shall ensure complaints regarding quality of care are referred to the Coalition's Executive Director within the same day. If the complaint is received after 4:00 PM local time, the notification to the Coalition's Executive Director shall occur no later than the following business day. The Coalition's Executive Director shall refer the complaint to the Healthy Start MomCare Network Contract Manager within two (2) business days.

d. The Provider shall maintain a log of all complaints and grievances filed. This log shall include the date, name, nature of complaint or grievance, and disposition. The Executive Director for the Coalition shall follow-up on each complaint and grievance. The Coalition shall provide the Network with a quarterly summary of all complaints and grievances.

e. The Provider shall ensure that there are written procedures that address recipients' rights, including, but not limited to, the following:

i. Receive information about available service options;

ii. Be treated with respect and in consideration of their dignity and privacy;

iii. Have the opportunity to participate in decisions regarding their care; and

iv. Freedom to exercise their rights. The Provider shall ensure that the exercise of those rights do not adversely affect the services that the recipient receives through the Healthy Start program.

9. Fair Hearings

a. The Provider shall comply with Chapter 120, F.S., Rule 28-106, F.A.C., Rule 65-2, F.A.C., and all terms and conditions set forth in any orders and instructions issued by the Office of Medicaid Fair Hearing or a hearing officer.

b. The Provider shall attend fair hearings and provide expert testimony with the necessary witnesses and evidentiary materials for any adverse determinations as scheduled by the Office of Medicaid Fair Hearings.

c. The Provider shall submit an evidence packet to the Office of Medicaid Fair Hearings and to the individual, free of charge, within ten (10) business days from the time Provider receives notification of the hearing. The evidence packet must be submitted to the Office of Medicaid Fair Hearings in accordance with any prehearing instructions and must include all necessary documents including the statement of matters and any medical records or other documents/records considered or relied upon by the Provider, supporting the Provider's adverse determination.

10. Operational Procedures

a. The Provider shall develop and maintain up-to-date operational procedures for all aspects of this Agreement.

b. The Provider shall obtain the Coalition's approval prior to implementing any subsequent changes to any of its operational procedures.

c. The Coalition reserves the right to direct the Provider to amend or update any of the operational procedures at no additional cost to the Network, within the timeframe specified by the Network.

d. The Provider shall make each operational procedure available to the Coalition at all times.

11. Prohibition of Marketing

a. The Provider shall not market Provider's business interests to stakeholders, agencies or other individuals.

12. Education, Training, and Outreach

a. The Provider shall ensure that all education, training, and outreach requirements set forth in this Agreement and procedures approved by the Agency via the Coalition apply to all persons or entities acting for or on behalf of the Provider.

b. The Provider shall ensure that all staff and entities acting on its behalf, receive training on all aspects of the requirements under this Agreement.

c. The Provider may also develop and maintain additional standardized training materials regarding statewide training requirements, for use when providing education and technical assistance with regard to the Provider's procedures and services provided under this Agreement. All Provider outreach materials, training materials, and instructional manuals shall be in a font size no smaller than 12 points and must be reviewed and approved by the Agency via the Coalition in accordance with 42 CFR, 438.10(d)(6)(ii)).

d. The Provider shall submit to the Agency, via the Coalition, for review and approval all locally developed (above and beyond the standardized materials) training materials that will be utilized at least sixty (60) calendar days prior to use or dissemination.

e. The Provider shall ensure that the outreach and educational materials include the following:

i. Information on the Healthy Start Program;

ii. The Provider's name, address and telephone number of the staff member to contact to register a complaint or grievance;

iii. How to obtain help with a problem or concern related to the services received under this Agreement;

iv. How to file a grievance if a problem or concern cannot be resolved;

v. Customer Services/Toll-Free Call Number information; and

vi. Information on oral translation services, receipt of information in alternate formats or languages, offered at no charge.

f. The Provider shall allow the Network and Coalition to reproduce and distribute any of the Provider's training materials and presentations. Following the approval for use and distribution, the Provider may post training materials on their website

13. Corporate Capability/Office Location

a. The Provider shall be a Florida based organization in good standing with the Florida Department of State.

b. The Provider shall establish a State of Florida office(s) location. The Provider shall notify the Coalition of any changes to the Provider's office location. The Provider shall ensure that staff are available at the designated office location on business days from the hours of 8:00 a.m. to 5:00 p.m., local time.

c. The Provider shall comply with s. 409.907, F.S. and all Medicaid enrollment policies adopted into rule in Chapter 59G, FAC.

14. Delegation of Responsibilities

a. Delegation of any responsibilities under this Agreement to another entity is subject to Coalition approval. The Provider shall ultimately be responsible and ensure that subcontracts reflect the requirements of this Agreement. If the Provider delegates any function of the administration or management of the Agreement, the Provider shall:

i. Ensure that the entity receiving such delegation adheres to all requirements set forth in State of Florida and federal requirements.

ii. Request approval from the Coalition within sixty (60) calendar days before such functions are delegated (full or partial delegation), specify what functions are delegated, identify the Provider staff responsible for monitoring the delegated functions, and define how the Provider shall accomplish that monitoring.

iii. Provide to the Coalition the names, addresses, telephone numbers and roles of all subcontractors for this account and notify the Coalition within two (2) business days of any changes.

b. The Provider shall enter into contracts or agreements with subcontractors operating in the State to provide health-related services described under this Agreement to eligible recipients.

c. The Provider shall ensure that the subcontractor employs staff, or contracts with agencies or individuals at sufficient levels to provide the services outlined in this Agreement. The Provider shall ensure that the staff employed or contracted by the Provider to perform services under this Agreement, meets the staffing qualifications outlined under this Agreement, and also meet the credentials specified by the Florida DOH Healthy Start Standards and Guidelines.

15. Staffing Requirements

a. General Provisions

i. The Provider shall be responsible for the administration and management of all aspects of this Agreement, including all subcontracts, employees, agents, and services performed by anyone acting for or on behalf of the Provider.

ii. The Provider shall have a centralized executive administration, which shall serve as the contact point for the Coalition, except as otherwise specified in this Agreement.

iii. The Provider shall maintain a sufficient number of qualified and appropriately credentialed staff to comply with all terms of the Agreement.

iv. The Provider (along with its subcontractors, employees, and agents performing work under this Agreement) shall be located in the U.S.

v. The Provider shall meet all requirements for doing business in the State of Florida.

vi. The Provider shall submit its organizational chart to the Coalition for prior approval and resubmit it for Coalition approval if there are any subsequent changes.

vii. The Coalition reserves the right to disapprove proposed applicant(s) with reason.

viii. The Provider shall maintain copies of qualifications, including current licenses and board certifications if applicable, of all

employees, agents, and contracted staff performing work under this Agreement in a centralized administrative file and submit them to the Coalition.

b. Minimum Staffing

The positions described below represent the minimum management staff required for the Provider. The Provider shall notify the Coalition of changes in the staff positions indicated below, within fourteen (14) business days of the changes in staffing. The Provider shall not delegate minimum staffing positions.

The Provider shall designate staff who are qualified by knowledge, training, and experience in health care or risk management, to promote, implement, and oversee the compliance program and to oversee the Provider's compliance with all aspects of this Agreement.

i. The Provider shall maintain a sufficient number Healthy Start caseworkers to conduct daily business in an orderly manner and who must meet at least one of the following educational requirements and have received all required training:

1) Four-year college degree in: social sciences; a health related field such as nursing, health education, health planning, or health care administration; or social work;

2) Associate degree and licensure as a Registered Nurse with three years of public health/maternal-child health experience or a Licensed Practical Nurse with four years of public health/maternal-child health experience;

3) Two years of college with three years of public health / maternal-child health experience;

4) As a paraprofessional Healthy Start caseworker, a high school degree or its equivalent with ongoing supervision by a professional supervisor who meets the educational requirements specified in sub-items a., b., or c. above and who meets the state job specifications for a family support worker or have equivalent experience.

16. Reporting Requirements

a. The Provider shall comply with all reporting requirements set forth in this Agreement.

b. The Provider shall submit one (1) electronic copy of each report identified in this Agreement to the Coalition's Contract Manager.

c. The Provider shall ensure that all required reports shall be in a format approved by the Coalition and received by the required due dates stated in the Agreement. All reports must be separated by service type, population type, (i.e., pregnant women, infants, or children under the age of thirty-six (36) months enrolled in the program).

d. The Provider shall be responsible for all costs associated with producing, delivering, and disseminating reports.

e. The Provider shall make reports produced under this Agreement available to the DOH, upon request by the Network.

f. Unless otherwise stated, the Provider shall submit quarterly report(s) on or before the tenth (10^{th}) calendar day following the end of the preceding quarter and any annual reports twenty (20) calendar days following the end of each resulting Agreement year. If the due date falls on a weekend, the Provider shall submit such reports on the next business day.

g. Ad Hoc Reports

- The Coalition reserves the right to request the Provider to conduct ad hoc analyses and provide ad hoc reports. In such instances, the Coalition will make the request in writing and will establish a deadline for submission. Ad hoc analyses and reporting shall be provided at no cost to the Agency or Network.

- The Coalition shall provide ad hoc reports on an as needed basis. Ad hoc reports may be requested on any aspect of the data collected by the Provider.

- The Provider shall submit ad hoc reports within fourteen (14) calendar days from the time of the request, unless otherwise directed by the Agency, Network, or Coalition.

- At the Agency, Network, or Coalition's request, the variables calculated as part of ad hoc reports may be required for inclusion in standard reports.

17. Internal Quality Assurance (IQA) Plan

a. The Provider shall establish and maintain a Coalition-approved Internal Quality Assurance (IQA) Plan to ensure the appropriate administration of all responsibilities specified in this resulting Agreement. The Provider shall ensure that there are written procedures, program goals and objectives, and problem-solving activities to evaluate internal program and organizational activities for coalitions and providers of Healthy Start services. The Provider shall ensure the IQA addresses the following minimum elements:

i. Quality assessment and monitoring activities to ensure that all functions are performed timely in accordance with this Agreement, including but not limited to a review of the following:

1) Policies and procedures;

2) Performance measurement results;

3) Internal grievances;

4) Complaints by recipients and other external parties; and

5) Opportunities for improvement.

ii. Training activities for staff;

iii. The frequency and type of staff supervision; and

iv. Escalation protocol to the Coalition, and remediation strategy when the Provider is in jeopardy of not meeting Contractual requirements. The IQA plan shall stipulate that the Network shall be notified within five (5) business days of discovery.

v. The Provider shall meet the quality performance standards in **Table 1**, on a quarterly basis, at a minimum:

TABLE 1 **QUALITY PERFORMANCE STANDARDS**	
1.	**Eighty percent (80%)** of Healthy Start clients enrolled in the Prenatal or Infant-Child Pathway shall be screened for depression using the Edinburgh Post-Natal Depression Screen according to the schedule outlined in the Perinatal Depression Screening Intervention Pathway.
2.	**Eighty percent (80%)** of Healthy Start clients who were screened for depression and had a positive score shall be referred to available services for depression based on the recommended Perinatal Depression Screening & Invention Pathway.
3.	**Eighty percent (80%)** of Healthy Start infants enrolled in the Infant Pathway will receive the required ASQ-3 or ASQ-SE developmental screenings based on the schedule outlined in the Development Screening & Intervention Pathway.

4.	**Eighty percent (80%)** of infants who score below the cut-off value on the ASQ-3 or ASQ-SE shall be referred to the available service Screening & Intervention Pathway.
5.	**Eighty percent (80%)** of post-partum women enrolled in the Healthy Start Interconception Care Pathway, and who are Medicaid recipients, shall receive education on the Florida Family Planning Waiver.

b. The Provider shall report on internal quality assessment and monitoring activities to the Coalition. The Coalition shall report findings to the Provider on a quarterly basis.

c. Performance Improvement Plan (PIP)

i. The Coalition shall ensure that a PIP [also called a Corrective Action Plan (CAP)] is developed and shared with the Provider and the Network in the event that quality performance standards are not being met,

ii. The Coalition shall ensure that each quality performance standard includes baseline data (when available), and a specific goal measurement to be achieved and maintained.

iii. The Coalition shall ensure that the PIP/CAP is updated quarterly, at minimum, and submitted to the Network for approval or further revision.

iv. At a minimum, the Coalition shall ensure the PIP contains:

1) Identification of the quality performance standard that was not met;

2) Current performance on the quality performance standard and the goal to be achieved (with milestones for completion clearly delineated);

3) Delineation of services and processes that should be maintained and those that need improvement;

4) Identification of strategies and process changes designed to directly improve performance outcomes and those that will be discontinued because they have been determined to be ineffective; and

5) The status of progress towards full implementation of strategies and their impact on the performance outcome.

v. The Provider shall submit its IQA Plan to the Coalition annually.

vi. The Coalition reserves the right to direct the Provider to make modifications and/or additions to the IQA Plan, as needed.

vii. The Coalition's IQA Plan, as approved by the Network, shall become effective no-later-than thirty (30) calendar days following execution of this Agreement.

18. Emergency Management Plan

a. Within 30 calendars days following execution of the contract, the Provider shall submit to the Coalition an emergency management plan specifying what actions the Provider shall conduct to ensure the ongoing provision of services in a disaster.

b. The Provider shall ensure that the emergency management plan includes a risk assessment, procedures to comply with this Agreement during disasters, a communication plan during disasters, and training schedules for Provider staff.

C. Information Technology Requirements

1. Website

a. The Network shall develop, implement, and maintain a public website that describes the process for obtaining Healthy Start services covered under this Agreement, including, relevant state and federal rules and regulations, and links to other important resources that relate to the Healthy Start Program.

b. The Provider must utilize the Network's web-based system for case management and data entry under this Agreement.

c. The Network shall ensure that their website remains operational with current information on the Healthy Start Program, including contact information for the Coalition listed on the website.

2. Data Use and Disclosure

a. The Agency, Network, and Coalition will have the right to use, disclose, or duplicate all Florida Medicaid data developed, derived, documented, or furnished by the Provider resulting from this Agreement.

b. The Agency maintains ownership of the data sets and all enrollee records used in the Program. Upon the written request of the Agency, Network or services provider, copies of all Provider's or Provider's subcontractor'(s) records relating to the enrollee shall be transferred to the Agency, Network

and/or service provider, at no expense to the Agency, Network and/or provider. All data sets and reports provided by the Agency must be returned to the Agency upon request. Provider's data will be submitted to the Agency in a machine-readable format (SQL or Oracle) for Florida Medicaid beneficiaries related to this Agreement on an ad hoc basis for analysis. No data (such as utilization and trends) shall be disseminated, published, or incorporated into a separate central database or warehouse without the express prior written consent of the Agency, Network, or Coalition. The Provider shall not use the data for marketing purposes, unless approved by the Agency via Coalition. The Agency authorizes the Provider to issue press releases about Provider's services provided to the Agency, Network, Coalition and enrollees, as well as the outcomes from these services with prior written consent of the Agency, Network, and Coalition. The Provider agrees not to distribute these releases without the Agency's, Network's, or Coalition's prior approval of final language. The data shall be used solely for purposes of the Healthy Start Program, unless approved by the Agency, Network, or Coalition. The Agency, Network, and Coalition reserve the right to share data and or reports obtained from this Agreement with any state agencies deemed appropriate.

3. Data Exchange

a. Enter into data-sharing agreements, in compliance with federal regulations and state laws, with all entities involved in the provision of services provided under this Agreement, and as directed by the Agency, Network, and Coalition.

b. Upon the Agency, Network, or Coalition's request, the Provider shall make data samples available to the Agency, Network, Coalition, other state agencies, or other entities authorized by the Agency, Network or Coalition. Criteria for inclusion in any data sample requested will be provided by the Agency, Network, or Coalition. The data sample may include elements previously sent from the Agency, Network, or Coalition, or other state agencies authorized by the Agency, Network, or Coalition, and data collected by the Provider. Such data may be used for ad hoc reporting, program monitoring and quality assurance activities by the Coalition, or other state agencies authorized by the Agency, Network, or Coalition. The Provider shall provide the data in a format prescribed by the Agency, Network, or Coalition or other state agencies authorized by the Agency, Network, or Coalition.

4. System Functionality

a. The Provider shall have the capacity (hardware, software, and personnel) sufficient to access and generate all data and reports needed to support this Agreement.

b. The Provider shall comply with HIPAA and the HITECH Act.

c. The Provider shall have protocols and internal procedures for ensuring system security and the confidentiality of recipient identifiable data.

d. The Provider shall notify the Coalition of any unexpected and unplanned system down time within one (1) day of such discovery.

5. Additional Information Technology Requirements

a. The Provider shall have the necessary information technology (IT) resources needed to fully manage the services required in this Agreement.

b. The Coalition shall be responsible for submitting and managing Provider's staff requests or needs for access connectivity to the Network's data communications network, and the relevant information systems attached to this network, in accordance with all applicable Network and Coalition policies, standards and guidelines. The Provider shall notify the Coalition of termination of any staff with access to the Network's network within twenty four (24) hours of the termination.

c. The Provider, its employees, subcontractors, and agents shall provide immediate notice to the Network Information Security Manager ("ISM") via the Coalition in the event it becomes aware of any security breach and any unauthorized transmission or loss of any or all of the data collected or created for or provided by the Network ("State Data") or, to the extent the Provider is allowed any access to the Network or Coalition's information technology ("IT") resources, provide immediate notice to the ISM, of any allegation or suspected violation of security procedures of the Network. Except as required by law and after notice to the Network and the Coalition, the Provider shall not divulge to third parties any confidential information obtained by the Provider or its agents, distributors, resellers, subcontractors, officers, or employees in the course of performing this Agreement work according to applicable rules, including, but not limited to, Rule 74-2, Florida Administrative Code (FAC) and its successor regulation, security procedures, business operations information, or commercial proprietary information in the possession of the State, Network, or the Coalition. After the conclusion of this Agreement unless otherwise provided herein, the Provider shall not be required to keep confidential information that is publicly available through no fault of the Provider, material that the Provider developed independently without relying on the State's confidential information, or information that is otherwise obtainable under State law as a public record.

d. In the event of loss of any State Data or record where such loss is due to the negligence of the Provider or any of its subcontractors, the Provider shall be responsible for recreating such lost data in the manner and on the schedule set by the Coalition at the Provider's sole expense, in addition to any other damages the Network or Coalition may be entitled to by law or this Agreement. In the event lost or damaged data is suspected, the Provider shall perform due diligence and report findings to the Agency via Coalition and perform efforts to recover the data. If it is unrecoverable, the Provider

shall pay all the related costs associated with the remediation and correction of the problems engendered by any given specific loss. Further, failure to maintain security that results in certain data release will subject the Provider to the administrative sanctions for failure to comply with Section 501.171, F.S., together with any costs to the Agency, Network, or Coalition of such breach of security caused by the Provider. If State Data will reside in the Provider's system, the Agency may conduct, or request the Provider conduct at the Provider's expense, an annual network penetration test or security audit of the Provider's system(s) on which State Data resides. State-owned Data will be processed and stored in data centers that are located only in the forty-eight (48) contiguous United States. All Provider personnel who will have access to State-owned Data will undergo the background checks and screenings described in this Agreement.

e. The Provider must conform to current and updated publications of the principles, standards, and guidelines of the Federal Information Processing Standards (FIPS), the National Institute of Standards and Technology (NIST) publications, including but not limited to Cybersecurity-Framework and NIST.SP.800-53r4.

f. The Provider must employ traffic and network monitoring software and tools on a continuous basis to identify obstacles to optimum performance.

g. The Provider must employ traffic and network monitoring software and tools on a continuous basis to identify email and Internet spam and scams and restrict or track user access to appropriate websites.

h. The Provider must employ traffic and network monitoring software and tools on a continuous basis to identify obstacles to detect and prevent hacking, intrusion and other unauthorized use of the Provider's resources.

i. The Provider must employ traffic and network monitoring software and tools on a continuous basis to prevent adware or spyware from deteriorating system performance.

j. The Provider must employ traffic and network monitoring software and tools on a continuous basis to update virus blocking software daily and aggressively monitor for and protect against viruses.

k. The Provider must employ traffic and network monitoring software and tools on a continuous basis to monitor bandwidth usage and identify bottlenecks that impede performance.

l. The Provider must employ traffic and network monitoring software and tools on a continuous basis to provide methods to flag Provider data to exclude Protected Health Information (PHI) from data exchanges as approved by the State, and to comply with Recipient rights under the HIPAA privacy law for: 1) Requests for restriction of the uses and disclosures on PHI (45 Code of Federal Regulations [CFR] 164.522[a]); 2) Requests for confidential

communications (45 CFR 164.522[b]); and 3) Requests for amendment of PHI (45 CFR 164.526). The Provider must also enter into a Business Associate Agreement ("BAA") with the Network via the Coalition. The provisions of the BAA apply to HIPAA requirements and in the event of a conflict between the BAA and the provisions of this Section, the BAA shall control. (See **Attachment II,** Business Associate Agreement.)

m. The Provider shall conduct all activities in compliance with 45 CFR 164 Subpart C to ensure data security, including, but not limited to encryption of all information that is confidential under Florida or Federal law, while in transmission and while resident on portable electronic media storage devices. Encryption is required and shall be consistent with Federal Information Processing Standards (FIPS), and/or the National Institute of Standards and Technology (NIST) publications regarding cryptographic standards.

6. Disaster Recovery

a. The Provider shall develop and maintain a disaster recovery plan. The disaster recovery plan shall limit service interruption to a period of twenty-four (24) clock hours and shall ensure compliance with all requirements under this Agreement. The records backup standards and a comprehensive disaster recovery plan shall be developed and maintained by the Provider for the entire period of this Agreement and submitted for review annually by the anniversary date of this Agreement.

b. The Provider shall maintain a disaster recovery plan for restoring day-today operations including alternative locations for the Provider to conduct the requirements of this Agreement. The disaster recovery plan shall limit service interruption to a period of twenty-four (24) clock hours and shall ensure compliance with all requirements of this Agreement.

c. The Provider shall make all aspects of the disaster recovery plan available to the Coalition at all times.

d. The Provider shall conduct an annual Disaster Recovery Plan test and submit results for review to the Coalition.

7. Smartphone Applications

If the Provider uses smartphone applications (apps) to allow providers direct access to Network-approved documents and/or content, the Provider shall comply with the following. The Provider shall receive written approval from the Agency (via the Coalition) Division of Information Technology before implementation of a smartphone application:

a. The smartphone application shall disclaim that the application being used is not private and that no PHI or personally identifiable information (PII) should be published on this application by the Provider; and

b. The Provider shall ensure that software applications obtained, purchased, leased, or developed are based on secure coding guidelines; for example:

i. OWASP [Open Web Application Security Project] Secure Coding Principles – http://www.owasp.org/index.php/Secure_Coding_Principles;

ii. CERT Security Coding - http://www.cert.org/secure-coding/; and

iii. Top10SecuritycodingPractices – https://www.securecoding.cert.org/confluence/display/seccode/Top+10+Secure+Coding+Practices

8. Social Networking

All social networking applications, tools, or media interactions and communications must be approved in writing by the Coalition prior to use. Any vendor using social networking applications is responsible and accountable for the safeguarding of PHI and all HIPAA Privacy Rule related information must be maintained and monitored. In addition to all other review and monitoring aspects of the Agreement resulting from this solicitation, the Coalition, at its discretion, reserves the right to monitor or review the Provider's monitoring of all social networking activity without notice. The Provider shall not conduct business relating to the Agreement resulting from this solicitation, that involves the exchange of personally identifying, confidential or sensitive information on the Provider's social network application. The Provider shall not post information, photos, links/URLs, or other items online that would reflect negatively on any individual(s), its enrollees, the Coalition, the Network, or the State. Any violations of this shall subject the Provider to administrative action by the Agency, Network, or Coalition as determined by the Agency, Network, or Coalition.

D. Method of Payment:

a) Agreement Amount

This is a fixed price, fixed fee contract. It is projected that the Provider may earn **$**_____ for the contract period of July 1, 2021, through June 30, 2022. This amount could increase or decrease. It is subject to the availability of funds. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.

b) Provider Payment

i. The Coalition will pay the Provider monthly payments of **$**_____ for Waiver services for the month of July 2021 through June 2022, provided that the minimum number of services as described in ii below are delivered to Medicaid clients. The Coalition will deduct $_____ from each third month of payment for each number of services below the minimum number of required services delivered per quarter as described in ii below.

ii. The Provider shall deliver a total of at least _____ of the following services to Medicaid clients each quarter: Completed Initial Assessments through Healthy Start, completed face-to-face (FTF) ongoing care services through Healthy Start, and completed initial FTF ICC services to Healthy Start clients.

iii. The Provider shall remain current on submission of all supporting documents to the Coalition's designated Contract Manager before Provider payment can be authorized, as well as meet Quality Performance Standards (Table 1) and Deliverables (Table 2). Supporting documentation shall include, at a minimum, reports and any other deliverables.

iv. The Coalition's obligation to pay under the Contract is contingent upon an annual appropriation by the Legislature and payment from AHCA

v. Payments will be authorized only for services that are in accordance with the terms and conditions of this Agreement.

vi. The Coalition may request that the Provider provide documentation to support invoices

vii. Provider invoices may not be approved for payment by the Coalition until reports and deliverables from the Provider are received as specified in this Agreement.

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c) Deliverables and Liquidated Damages

EXHIBIT 1

TABLE 2 **DELIVERABLES AND LIQUIDATED DAMAGES**	
Performance Standard Requirement	**Financial Consequences that may be Imposed**
Direct Medicaid Client Services	
Provide a minimum of ____ services to Medicaid clients per quarter. One service will be counted for each of the following: Completed Initial Assessment; Completed FTF ongoing care Pathways service; Completed FTF ICC service.	$_____ for each number below _____ services per quarter.
Quality Performance Standards	
Eighty percent (80%) of Healthy Start clients enrolled in the Prenatal or Infant-Child Pathway shall be screened for depression using the Edinburgh Post-Natal Depression Screen according to the schedule outlined in the Perinatal Depression Screening Intervention Pathway.	If this measure is not met, a $_____ fee may be imposed monthly. Not meeting Performance Standards may also result in termination of contract.
Eighty percent (80%) of Healthy Start clients who were screened for depression and had a positive score shall be referred to available services for depression based on the recommended Perinatal Depression Screening & Invention Pathway.	If this measure is not met, a $_____ fee may be imposed monthly. Not meeting Performance Standards may also result in termination of contract.
Eighty percent (80%) of Healthy Start infants enrolled in the Infant Pathway will receive the required ASQ-3 or ASQ-SE developmental screenings based on the schedule outlined in the Development Screening & Intervention Pathway.	If this measure is not met, a $_____ fee may be imposed monthly. Not meeting Performance Standards may also result in termination of contract.
Eighty percent (80%) of infants who score below the cut-off value on the ASQ-3 or ASQ-SE shall be referred to the available service Screening & Intervention Pathway.	If this measure is not met, a $_____ fee may be imposed monthly. Not meeting Performance Standards may also result in termination of contract.
Eighty percent (80%) of post-partum women enrolled in the Healthy Start Interconception Care Pathway, and who are Medicaid recipients, shall receive education on the Florida Family Planning Waiver.	If this measure is not met, a $_____ fee may be imposed monthly. Not meeting Performance Standards may also result in termination of contract.
General	
The Provider shall submit an Emergency Management	$150.00 per day for each business day

Plan to the Coalition within 30 calendar days after execution of this contract.	past the due date in which the Coalition has not received the document.
The Provider shall submit an Internal Quality Assurance Plan to the Coalition within 30 calendar days after execution of this contract.	$150.00 per day for each business day past the due date in which the Coalition has not received the document.
The Provider shall not give to Medicaid clients any printed material that has not been pre-approved by AHCA. If the Provider has printed material they would like to have approved, the material will be given to the Coalition by the 10th of each month. It will not be distributed until receiving approval.	$100.00 for each incident in which non-approved material was disseminated to Medicaid clients.
The Provider shall submit ad hoc reports within fourteen (14) calendar days after the request is made from the Coalition.	$500.00 for each missed occurrence.
The Provider shall not use program data or client information for activities outside those required by this contract. All use of Program data or client information must be approved by AHCA via the Coalition.	$500.00 to $5,000.00 per incident, per occurrence, depending upon the severity in which the Provider inappropriately releases program data or client information.
The Provider shall maintain a complaint/grievance log and report complaints and/or grievances as required in the contract.	$150.00 per occurrence that is not in compliance.
The Provider shall comply with data maintenance requirements as outlined in this contract.	$150.00 per occurrence that is not in compliance.
The Provider shall ensure staffing levels are sufficient to complete all of the responsibilities outlined in the Contract, and that qualified staff are delivering all services. The Provider shall notify the Coalition, in writing, within fourteen (14) business days of changes to staffing.	$150.00 per day for each business day past the fourteen day requirement in which the Coalition has not received the documentation.
The Provider shall develop and submit background screening as required in the contract.	$250.00 per occurrence.
The Provider shall not release client's personal health information (PHI) in accordance with the Health Portability and Accountability Act (HIPAA) contract.	$500.00 to $5,000.00 per incident, per occurrence, depending upon the severity in which the Provider inappropriately releases PHI.

d) Payments will be authorized only for services that are in accordance with the terms and conditions of this Agreement.

E. Performance Standards and Liquidated Damages

1. The Provider shall comply with all requirements and performance standards set forth in this Agreement.

2. The Coalition's Contract Manager shall monitor the Provider's performance in accordance with the monitoring requirements of this Agreement. Failure by the Provider to meet the established minimum performance standards may result in the Agency, Network, or Coalition each in its respective sole discretion, finding the

Provider to be out of compliance, and all remedies provided in this Agreement and under law, shall become available to the Agency, Network, and Coalition.

3. Liquidated Damages

a. If the Agency finds the Provider is in violation of the provisions of this Agreement, the Agency, at its discretion, may impose liquidated damages, which the Network must pass on to the Provider. Liquidated damages may be applied to all required components of this Agreement.

b. The Coalition may impose liquidated damages as identified in this Agreement when the Provider has failed to meet a deadline or provide a deliverable as specified in this Agreement.

c. The Coalition, at its discretion, reserves the right to impose liquidated damages upon the Provider for failure to comply with the performance standards requirements set forth in Exhibit I, Deliverables, Performance Standards and Liquidated Damages.

4. Sanctions

a. In the event the Agency, Network, or Coalition identifies a violation of, or other noncompliance with this Agreement (to include the failure to meet performance standards), the Coalition may sanction the Provider pursuant to Section 409.912(6), Fla.Stat. The Agency, Network, or Coalition may impose sanctions in addition to any liquidated damages imposed pursuant to this Agreement.

b. For purposes of this section, violations involving individual, unrelated acts shall not be considered arising out of the same action.

c. If the Network imposes monetary sanctions, the Provider shall pay the monetary sanctions to the Coalition within twenty-five (25) calendar days from receipt of the notice of sanction, regardless of any dispute in the monetary amount or interpretation of policy which led to the notice. If the Provider fails to pay, the Coalition, at its discretion, reserves the right to recover the money by any legal means, including but not limited to the withholding of any payments due to the Provider.

5. Corrective Action Plan (CAP)

a. If the Network determines that the Provider is out of compliance with any of the provisions of this Agreement, the Network may, at its sole discretion, require the Coalition to submit a Corrective Action Plan (CAP) within a specified timeframe. The CAP shall provide an opportunity for the Provider to resolve deficiencies without the Coalition invoking more serious remedies, up to and including contract termination.

b. The Coalition shall respond by providing a CAP to the Network within the timeframe specified by the Network.

c. The Coalition shall implement the CAP only after Network approval.

d. The Network may require changes or a complete rewrite of the CAP and provide a specific deadline.

6. Damages for Failure to Meet Agreement Requirements

In addition to remedies available through this Agreement, in law or equity, the Provider shall reimburse the Coalition for any Federal disallowances or sanctions imposed on the Coalition as a result of the Provider's failure.

F. Venue

1. In the event of any legal challenges to this Agreement, the Provider agrees and will consent that hearings and depositions for any administrative or other litigation related to this Agreement shall be held in Leon County, Florida. The Coalition, in its sole discretion, may waive this venue for depositions.

2. Respondents (and their successors, including but not limited to their parent(s), affiliates, subsidiaries, subcontractors, assigns, heirs, administrators, representatives and trustees) acknowledge that this Agreement (including but not limited to exhibits, attachments, or amendments) is not a rule nor subject to rulemaking under Chapter 120 (or its successor) of the Florida Statutes and is not subject to challenge as a rule or non-rule policy under any provision of Chapter 120, F.S.

3. This Agreement shall be delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision shall be found ineffective, then to the extent of such prohibition or invalidity, that provision shall be severed without invalidating the remainder of such provision or the remaining provisions of this Agreement.

4. The exclusive venue and jurisdiction for any action in law or in equity to adjudicate rights or obligations arising pursuant to or out of this Agreement for which there is no administrative remedy shall be the Second Judicial Circuit Court in and for Leon County, Florida, or, on appeal, the First District Court of Appeal (and, if applicable, the Florida Supreme Court). Any administrative hearings hereon or in connection herewith shall be held in Leon County, Florida.

G. Attorney's Fees

In the event of a dispute, each party to this Agreement shall be responsible for its own expenses, including without limitation court costs, legal fees, expert fees, and costs of appeal, for any suit, action, or proceeding(s) arising hereunder.

H. Legal Action Notification

The Provider shall give the Coalition, by certified mail, immediate written notification (no later than fifteen (15) calendar days after service of process) of any action or suit filed or of any claim made against the Provider by any subcontractor, vendor, or other party that results in litigation related to this Agreement for disputes or damages exceeding the amount of **$50,000.00**. In addition, the Provider shall immediately advise the Coalition of the insolvency of a subcontractor or of the filing of a petition in bankruptcy by or against a principal subcontractor.

I. Agreement Transition

1. At the time of this Agreement's completion, the Provider shall cooperate with the Coalition in transitioning responsibilities of this Agreement to the Agency or another Provider.

2. The Provider shall deliver to the Coalition, or its authorized representative, all Agreement-related records and data in a format specified by the Coalition, within sixty (60) calendar days from the expiration or termination of this Agreement. This obligation survives termination of this Agreement.

3. Prior to the ending or termination of this Agreement, the Provider shall meet with the new Provider or the Coalition's designated representative(s) to develop a HIPAA compliant, written agreement that sets forth how the entities will cooperate to ensure an effortless transition. The agreement must be approved by the Coalition prior to execution and shall include at a minimum the following:

    a. Designated point of contact for each entity;

    b. A calendar of regularly scheduled meetings;

    c. A detailed list of data that will be shared;

    d. A mechanism and timeframe for transmitting records and data from the Provider's system;

    e. A mechanism and timeframe for transmitting documents produced under this Agreement, as requested by the Coalition, Network, or Agency;

    f. A clear description of the mutual needs and expectations of both entities; and

    g. Identification of risks and barriers associated with the transition of services to a new Provider and solutions for overcoming them.

J. Confidentiality

The Provider shall receive appropriate and relevant information concerning enrollees consistent with legal guidelines outlined in Section 409.907, F.S. The Provider shall ensure and safeguard the use and disclosure of information pertaining to current or former enrollees and comply with all state and federal laws pertaining to confidentiality of the enrollee information. Enrollees' information is strictly confidential, and under no

circumstances shall this information be duplicated or provided to anyone for any purpose other than the activities required by this Agreement. Medicaid enrollee information may not be utilized to solicit for other services offered by the contracted Provider not covered in this Agreement.

K. Independent Provider

The Provider shall receive appropriate and relevant information concerning enrollees consistent with legal guidelines outlined in Section 409.907, F.S. The Provider shall ensure and safeguard the use and disclosure of information pertaining to current or former enrollees and comply with all state and federal laws pertaining to confidentiality of the enrollee information. Enrollees' information is strictly confidential, and under no circumstances shall this information be duplicated or provided to anyone for any purpose other than the activities required by this Agreement. Medicaid enrollee information may not be utilized to solicit for other services offered by the contracted Provider not covered in this Agreement.

L. Conflict of Interest

This Agreement is subject to the provisions of Chapter 112, F.S. The Provider must disclose the name of any officer, director, or agent who is an employee of the State of Florida, or any of its agencies. Further, the Provider must disclose the name of any state employee who owns, directly or indirectly, an interest of five percent (5%) or more of its company. The Provider covenants that it currently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the services hereunder. The Provider further covenants that in the performance of this Agreement no person having any such known interest shall be employed. No official or employee of the Network or Coalition and no other public official of the State of Florida or the federal government who exercises any functions or responsibilities in the review or approval of the undertaking of carrying out this Agreement shall, prior to completion of this Agreement, voluntarily acquire any personal interest, direct or indirect, in this Provider or proposed Agreement.

M. Assignment

Except as provided below or with the prior written approval of the Coalition, which approval shall not be unreasonably withheld, this Agreement and the monies which may become due are not to be assigned, transferred, pledged or hypothecated in any way by the Provider, including by way of an asset or stock purchase of the Provider and shall not be subject to execution, attachment or similar process by the Provider.

1. If the Provider merges or is acquired, the Coalition will approve the assignment or transfer of this Agreement upon the request of the surviving entity of the merger or acquisition if the Provider and the surviving entity have been in good standing with the Coalition for the most recent twelve month period, unless the Coalition determines that the assignment or transfer would be detrimental to the Medicaid enrollees or the Medicaid program.

2. To be in good standing, the Provider must meet the Agreement requirements as applicable and except as modified herein.

3. For the purposes of this section, a merger or acquisition means a change in controlling interest of the Provider, including an asset or stock purchase.

N. Force Majeure

The Agency, Network, and Coalition will not be liable for any excess cost to the Provider if the Agency, Network or Coalition's failure to perform under the Agreement arises out of causes beyond the control and without fault or negligence on the part of the Agency, Network, or Coalition. The Provider shall not be liable for performance of the duties and responsibilities of the Agreement when its failure to perform arises from causes beyond its control and without fault or negligence on the part of the Provider. These include destruction to the facilities or extended dislocation of staff due to hurricanes, fires, war, riots, and other similar acts. The Provider shall have a Coalition approved emergency management plan specifying what actions the Provider shall conduct to ensure the ongoing provisions of services in a disaster or manmade emergency. The emergency plan shall include a disaster recovery and business contingency plan.

O. Misuse of Symbols, Emblems, or Names in Reference to Medicaid

No person or the Provider may use, in connection with any item constituting an advertisement, solicitation, circular, book, pamphlet or other communication, or a broadcast, telecast, or other production, alone or with other words, letters, symbols or emblems the words "Medicaid," or "Agency for Health Care Administration," except as required in the Network's Agreement, unless prior written approval is obtained from the Agency via the Coalition. Specific written authorization from the Agency via the Coalition is required to reproduce, reprint, or distribute any Agency form, application, or publication for a fee. State and local governments are exempt from this prohibition. A disclaimer that accompanies the inappropriate use of Program, Agency, Network, or Coalition terms does not provide a defense. Each piece of mail or information constitutes a violation.

P. Communications

Notwithstanding any term or condition of this contract to the contrary, the Provider bears sole responsibility for ensuring that its performance of this contract fully complies with all state and federal law governing the monitoring, interception, recording, use or disclosure of wire, oral or electronic communications, including but not limited to the Florida Security of Communications Act,§§ 934.01, et seq., Florida Statutes, and the Electronic Communications Privacy Act, 18 U.S.C. § 2510 et seq. (hereafter, collectively, "Communication Privacy Laws"). Prior to intercepting, recording, or monitoring any communications which are subject to Communication Privacy Laws, the Provider must: (1) submit a plan which specifies in detail the manner in which the Provider shall ensure that such actions are in full compliance with Communication Privacy Laws (the "Privacy Compliance Plan"); and (2) obtain written approval, signed and notarized by the Network Contract Manager via the Coalition, approving the Privacy Compliance Plan. No modifications to an approved Privacy Compliance Plan may be implemented by the Provider unless an amended Privacy Compliance Plan is submitted to the Coalition, and written approval of the amended Plan is signed and notarized by the Network Contract Manager. Network approval of the Provider’s Privacy Compliance Plan in no way constitutes a representation by the Network that the Compliance Plan is in full compliance with applicable Communication Privacy Laws, or otherwise shifts or diminishes the Provider’s sole burden to ensure full compliance with applicable Communication Privacy

Laws in all aspects of Provider's performance of this Agreement. Violation of this term may result in sanctions to include termination of the contract and/ or liquidated damages.

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ATTACHMENT I
EXHIBIT II
Complaint and Grievance Procedures

INFORMING CLIENTS OF THEIR COMPLAINT AND GRIEVANCE RIGHTS

A client is defined as a person receiving services from Healthy Start. Healthy Start clients are advised, through written information provided by the Provider, how to obtain help with a problem or concern related to their Healthy Start services. Information is given on how to file a grievance if the problem or concern cannot be resolved. The Provider's written information contains the name, address and telephone number for the client to contact and register a complaint or grievance.

COMPLAINTS

A complaint is defined as any expression of dissatisfaction by a client, including dissatisfaction with the administration or provision of services, which relates to the quality of care provided.

Registering a Complaint

When a client expresses a dissatisfaction that requires follow-up, the person receiving the complaint will document the details on a Healthy Start Services Complaint Summary Sheet (Attachment). The person completing the form will give the form to their immediate supervisor the same day the complaint is received. The supervisor will assign someone to investigate the complaint and assign a date for final findings and resolution within five working days of the date of the receipt of the complaint.

Action on a Complaint

The person assigned to investigate the complaint will document the findings on the Healthy Start Services Complaint Summary Sheet. The Healthy Start Services Complaint Summary Sheet will then be reviewed by the supervisor who will indicate concurrence with the findings and resolution by dating and signing the form. The person assigned to the complaint will then contact the complainant by phone or letter and inform her of the outcome. If resolution of the complaint requires assistance from outside parties, written consent of the complainant must be obtained prior to further action. This contact will be documented.

Documentation from contacts with any involved party of the complaint (i.e., document date, time, name of person and information received) will be attached to the Healthy Start Services Complaint Summary Sheet.

If a mutual resolution cannot be agreed to between the supervisor and person filing a complaint, the client will have the right to a mediator or a meeting with the coalition's grievance committee (typically consisting of Coalition Director, board members and at least 1 consumer) prior to reporting to the Department of Health (DOH) and Agency for Health Care Administration. Note, at any time the client may request to contact DOH, the Healthy Start MomCare Network and the Agency for Health Care Administration (AHCA).

Cross-referenced files and a log are kept, recording the name and address of each client registering a complaint. A copy of the completed Healthy Start Services Complaint Summary Sheet is kept in the file.

The Provider will send a copy of the complainant's completed and de-identified Healthy Start Services Complaint Summary Sheet to the Capital Area Healthy Start Coalition's Executive Director within two working days after the resolution of the complaint.

Medical Care Complaint

When a quality of medical care complaint is reported, the supervisor will, within the same working day, report the complaint to the Capital Area Healthy Start Coalition's Executive Director. The Capital Area Healthy Start Coalition's Executive Director will refer the complaint within two business days to AHCA's District Medicaid Office and the Healthy Start MomCare Network Contract Manager. Any investigation will be conducted by AHCA. AHCA will be responsible for any investigation and follow up on all medical care complaints.

GRIEVANCES

A grievance is defined as a written complaint submitted by or on behalf of a client regarding the availability, the delivery, or quality of services.

Filing a Grievance

All grievances must be submitted in writing and date stamped upon receipt. Written consent to release this information is obtained from the client.

Action on a Grievance

Upon receipt of a grievance, the Healthy Start Services Grievance Summary Sheet (Attachment) is completed and the grievance is attached.

The person receiving the grievance and completing the Healthy Start Services Grievance Summary Sheet will, within the same working day, notify their immediate supervisor and forward the written grievance and the Healthy Start / CI&R Services Grievance Summary Sheet to the supervisor.

The supervisor will review the grievance and the Healthy Start Services Grievance Summary Sheet and, within the same working day, notify the Capital Area Healthy Start Coalition's Executive Director.

The supervisor is responsible for resolving operational type grievances. He/she will provide a written response to the grievant within thirty days from the initial filing by the client.

Cross-referenced files and a log are kept, recording the name and address of each client registering a grievance. A copy of the completed Healthy Start / CI&R Services Grievance Summary Sheet is kept in the file.

The client shall have the right to seek review of the grievance findings and recommendations to the Provider, Capital Area Healthy Start Coalition, the Healthy Start MomCare Network. and AHCA.

Medical Care Grievance

When a quality of medical care grievance is reported, the supervisor will report the grievance, within the same working day, to the Capital Area Healthy Start Coalition's Executive Director. The Healthy Start Coalition's Executive Director will refer the grievance within two business days to AHCA's District Medicaid Office and the Healthy Start MomCare Network Contract Manager. AHCA will be responsible for any investigation and follow up on all medical care grievances.

HEALTHY START SERVICES COMPLAINT SUMMARY SHEET

Date Received: _____ Received By:_____
Name and Title

_____
Last Name of Complainant First Name MI

_____
Address (Number, Street, Apartment)

_____
City, State, and Zip Code

_____
Home Phone Work Phone Medicaid I.D. Number

Type of Complaint: Operational_____ Medical_____ Other_____

Name and Telephone Number of Person or Care Provider Involved (If Applicable)

_____
Name Telephone Number

Summary of Complaint: (Include Witness(es) if Applicable)_____

_____

_____

Supervisor complaint referred to:_____ Date:_____

Assigned to by supervisor:_____ Date:_____

Investigation and Findings:_____

_____

Actions taken: _____

_____

Supervisor Review: _____ Date:_____

_____
Supervisor Signature and Title

Date Copy Sent to Healthy Start Coalition Executive Director:_____

HEALTHY START SERVICES GRIEVANCE SUMMARY SHEET

Date Received: _____

Received By: _____
Full Name and Title

_____
Last Name of Grievant First Name MI

_____
Address (Number, Street, Apartment)

_____
City, State, and Zip Code

_____
Home Phone Work Phone Medicaid I.D. Number

Type of Grievance: Operational____ Medical_____ Other_____

Name and Telephone Number of Person or Care Provider Involved (If Applicable)

_____
Name Telephone Number

Summary of Grievance: (Include Witness(es) if Applicable)_____

_____

_____

Supervisor Notified: _____ Date_____ Time:_____

Supervisor Review:_____ Date:_____ Time:_____

_____
Signature

Healthy Start Coalition Executive Director Notified By: _____

Date: _____Time:_____

Investigation and Findings: _____

_____

Actions taken: _____

_____ _____

Attachment II

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement") effective July 1, 2021, (the "Effective Date"), is entered into by and between the TBA ("Business Associate") and the CAPITAL AREA HEALTHY START COALITION, INC. ("Covered Entity").

WITNESSETH:

WHEREAS, Covered Entity and Business Associate have or are entering into agreements or other documented arrangements (collectively, "**Business Arrangement(s)**") pursuant to which Business Associate may provide services for Covered Entity that require Business Associate to access health information that is protected by state and/or federal law; and

WHEREAS, this Agreement and the **Business Arrangement(s)** will be executed within the mandated time so that Covered Entity and Business Associate are in compliance with state and/or federal law when Business Associate, in conjunction with services to be provided, is granted access to health information that is protected by state and/or federal law; and

WHEREAS, Business Associate and Covered Entity desire that Business Associate obtain access to such information in accordance with the terms specified herein.

NOW, THEREFORE, in consideration of the mutual promises set forth in this Agreement and other good and valuable consideration, the sufficiency and receipt of which are hereby severally acknowledged, the parties agree as follows:

1. Definitions. All capitalized terms not otherwise defined in this Agreement shall have the meanings set forth in HIPAA, the Privacy Standards, the Security Standards, and HITECH Act (as defined herein).

2. Regulatory References. A reference in this Agreement to a section in HIPAA, the Privacy Standards, the Security Standards, the HITECH ACT, or implementing regulations means the section as in effect or as amended, and for which compliance is required.

3. Business Associate Obligations. Business Associate may receive from Covered Entity health information that is protected under applicable state and/or federal law, including without limitation, protected health information ("PHI") as defined in the regulations at 45 CFR Parts 160 and 164 (the "Privacy Standards") promulgated pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). Business Associate agrees not to use or disclose (or permit the use or disclosure of) PHI in a manner that would violate the requirements of the Privacy Standards if the PHI were used or disclosed by Covered Entity in the same manner. Business Associate shall use appropriate safeguards to prevent the use or disclosure of PHI other than as expressly permitted under this Agreement or as Required by Law.

4. Use of PHI. Business Associate may use PHI received from Covered Entity only (i) for the purpose of performing services for Covered Entity as such services are defined in **Business Arrangement(s)**, and (ii) as necessary for the proper management and administration of the Business Associate or to carry out its legal responsibilities, provided that such uses are permitted under federal and state law. Covered Entity shall retain all rights in the PHI not granted herein.

5. Disclosure of PHI. Business Associate may disclose PHI as necessary to perform its obligations under the **Business Arrangement(s)** and as permitted by law, subject to the principle of "minimum necessary," (reference Section 6 herein). If Business Associate discloses PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, to agents, including a subcontractor (collectively, "Recipients"), Business Associate shall require Recipients to agree in writing to the same restrictions and conditions that apply to the Business Associate under this Agreement. To the extent permitted by law, Business Associate shall be fully liable to Covered Entity for any acts, failures or omissions of Recipients in furnishing the services as if they were the Business Associate's own acts, failures or omissions. Business Associate shall report to Covered Entity any unauthorized use or disclosure of PHI received from Covered Entity, of which it becomes aware, as soon as reasonably practical but not later than 10 days after Business Associate becomes aware of such use or disclosure. Business Associate agrees to mitigate, to the extent practical, any harmful effect that is known to Business Associate and is the result of a use or disclosure of PHI in violation of this agreement.

6. Minimum Necessary. Business Associate shall at all times comply with the "minimum necessary" requirements for use and disclosure of PHI, as defined in the Privacy Standards, Security Standards, HITECH Act, and any implementing regulations. As required by the HITECH Act, the use, disclosure, or, request of PHI shall be limited, to the extent practicable, to a limited

data set or, if needed, to the minimum necessary to accomplish the intended purpose of such use, disclosure, or request. In addition, the entity disclosing the PHI (as opposed to the requester) shall make the minimum necessary determination.

7. Individual Rights Regarding Designated Record Sets. If Business Associate maintains a Designated Record Set on behalf of Covered Entity, Business Associate shall (a) permit an Individual to inspect or obtain a copy of PHI contained in that set about the Individual under conditions and limitations required under 45 CFR § 164.524, and (b) amend PHI maintained by Business Associate as requested by Covered Entity and in accordance with the Privacy Standards set forth at 45 CFR § 164.526. Business Associate shall respond to any request from Covered Entity for access by an Individual within twenty (20) calendar days of such request and shall make any amendment requested by Covered Entity within forty (40) calendar days of such request. Business Associate shall notify Covered Entity within five (5) calendar days of receipt of any request for access or amendment by an Individual. Business Associate shall have a process in place for requests for amendments and for appending such requests to the Designated Record Set.

8. Accounting of Disclosures. Business Associate shall make available to Covered Entity in response to a request from an Individual, information required for an accounting of disclosures of PHI with respect to the Individual, in accordance with 45 CFR § 164.528, incorporating exceptions to such accounting designated under the regulation, and any additional requirements imposed by the HITECH Act and its implementing regulations. Business Associate shall provide such information necessary to provide an accounting within forty (40) calendar days of Covered Entity's request.

9. Withdrawal of Consent or Authorization. Business Associate agrees, if Covered Entity provides notice of revocation, expiration or invalidity of patient consent for the use of PHI, to cease the use and disclosure of any such Individual's PHI except to the extent it has relied on such use or disclosure, or where an exception under the Privacy Standards expressly applies.

10. Records and Audit. Business Associate shall make available to Covered Entity and to the United States Department of Health and Human Services or its agents, its internal practices, books, and records relating to the use and disclosure of PHI received from, created, or received by Business Associate on behalf of Covered Entity for the purpose of determining Covered Entity's compliance with the Privacy and Security Standards or any other health oversight agency, in a time and manner designated by Covered Entity or the Secretary. Except to the extent prohibited by law, Business Associate agrees to notify Covered Entity immediately upon receipt by Business Associate of any and all requests served upon Business Associate for information or documents by or on behalf of any and all government authorities.

11. Notice of Privacy Practices. Business Associate agrees it will abide by the limitations of any Notice published by Covered Entity. An amended Notice shall not affect permitted uses and disclosures on which Business Associate has relied prior to the issuance of such Notice.

12. Term and Termination.

12.1 This Agreement shall commence on the Effective Date and shall remain in effect until terminated in accordance with the terms of this Section 12. Any termination shall not affect the respective obligations or rights of the parties arising under this Agreement prior to the effective date of termination, all of which shall continue in accordance with their terms.

12.2 Covered Entity shall have the right to terminate this Agreement for any reason upon thirty (30) calendar days' written notice to Business Associate.

12.3 Covered Entity, at its sole discretion, may immediately terminate this Agreement and shall have no further obligations to Business Associate hereunder if any of the following events shall have occurred and be continuing:

a. Business Associate shall fail to observe or perform any material covenant or agreement contained in this Agreement for ten (10) calendar days after written notice thereof has been given to Business Associate by Covered Entity; or

b. A violation by Business Associate of any provision of the Privacy Standards, Security Standards, HITECH Act, or any other applicable federal or state privacy law.

12.4 If Covered Entity is in violation of any provision of the Privacy Standards, Security Standards, or HITECH Act, or applicable federal or state privacy law, or fails to observe or perform any material covenant or agreement contained in this Agreement for sixty (60) calendar days after written notice thereof has been given to Covered Entity by

Business Associate, the Business Associate shall have the option to terminate this Agreement, provided all **Business Arrangement(s)** entered into between the parties, for which this Agreement is required, are also terminated.

12.5 Subject to the survival terms in section 12.1, this Agreement will automatically terminate without any further action of the parties upon the termination or expiration of ALL **Business Arrangement(s)** between Covered Entity and Business Associate.

12.6 Upon termination of this Agreement for any reason, Business Associate agrees either to return to Covered Entity or to destroy all PHI received from Covered Entity or otherwise through the performance of services for Covered Entity, that is in the possession or control of Business Associate or its agents. In the case of information for which it is not feasible to "return or destroy," Business Associate shall continue to comply with the covenants in this Agreement with respect to such PHI and shall comply with other applicable state or federal law, which may require a specific period of retention, redaction, or other treatment. Termination of this Agreement shall be cause for Covered Entity to terminate any **Business Arrangement**.

13. Indemnification. Business Associate, unless a State Agency as defined in 768.28(2) Florida Statutes, will indemnify, defend and hold Covered Entity and its officers, directors, employees, agents, successors and assigns harmless, from and against any and all losses, liabilities, civil penalties, fines, damages, costs and expenses (including reasonable attorneys' fees) arising out of or related to any enforcement action or third-party claim based upon any breach of this Agreement by Business Associate or similar breach by Recipients ("Claim"). If Business Associate assumes the defense of a Claim, Covered Entity shall have the right, at its expense, to participate in the defense of such Claim, and Business Associate shall not take any final action with respect to such Claim without the prior written consent of Covered Entity. In addition, Business Associate shall pay any and all fines and/or administrative penalties imposed based on a breach by Business Associate of the obligations stated in this Agreement or the obligations created by §501.171, Florida Statutes, HIPAA, the Privacy Standards, Security Standards, HITECH Act, or their promulgating regulations.

14. No Warranty. PHI is provided to Business Associate solely on an "as is" basis. Covered Entity disclaims all other warranties, express or implied, including but not limited to implied warranties of merchantability, and fitness for a particular purpose.

15. Ineligible Persons. If applicable, Business Associate represents and warrants to Covered Entity that Business Associate (i) is not currently excluded, debarred, or otherwise ineligible to participate in any federal health care program as defined in 42 U.S.C. § 1320a-7b(f) ("the Federal Healthcare Programs"); (ii) has not been convicted of a criminal offense related to the provision of health care items or services and not yet been excluded, debarred, or otherwise declared ineligible to participate in the Federal Healthcare Programs, and (iii) is not under investigation or otherwise aware of any circumstances which may result in Business Associate being excluded from participation in the Federal Healthcare Programs. This shall be an ongoing representation and warranty during the term of this Agreement, and Business Associate shall immediately notify Covered Entity of any change in the status of the representations and warranty set forth in this section. Any breach of this section shall give Covered Entity the right to terminate this Agreement immediately for cause.

16. Use and Disclosure in Connection with Standard Transactions. If Business Associate conducts Standard Transactions (as defined in 45 CFR Part 162) for or on behalf of Covered Entity, Business Associate will comply, and will require each subcontractor involved with the conduct of such Standard Transactions to comply, with each applicable requirement of 45 CFR Part 162. If necessary to specify the duties and responsibilities of each party in conducting Standard Transactions, the parties will enter into a separate detailed trading partner agreement related to the exchange of information in electronic transactions. Business Associate, however, will not enter into, or permit its subcontractors to enter into, any trading partner agreement in connection with the conduct of Standard Transactions for or on behalf of Covered Entity that: (i) changes the definition, data condition, or use of a data element or segment in a Standard Transaction; (ii) adds any data elements or segments to the maximum defined data set; (iii) uses any code or data element that is marked "not used" in the Standard Transaction's implementation specification or is not in the Standard Transaction's implementation specification; or (iv) changes the meaning or intent of the Standard Transaction's implementation specification.

17. Security of Electronic-PHI. If Business Associate will receive, maintain, or transmit Electronic PHI ("EPHI") on Covered Entity's behalf, Business Associate will also comply and will require each subcontractor involved in such activity to comply with each applicable requirement of the regulations at 45 CFR Parts 160 and 164 governing the security of EPHI (the "Security Standards"). Business Associate shall, among other requirements:

17.1 Implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of such EPHI including but not limited to the encryption safeguards set forth in the HITECH Act and its implementing regulations (reference Section 18.3 herein);

17.2 Ensure that any agent, including a subcontractor, to whom it provides EPHI, agrees to implement reasonable and appropriate safeguards to protect it in accordance with the Security Standards; and

17.3 Keep a log of all attempted and successful Security Incidents and report to Covered Entity any successful Security Incident of which it becomes aware through its security practices, which shall include, but not be limited to, a regular review of such logs. Business Associate will also provide Covered Entity with access to the log of all unsuccessful Security Incidents upon at least thirty (30) days prior written notice.

17.4 In accordance with § 501.171(6), Florida Statutes, if Business Associate will maintain, store, or process Personal Information (as defined in §501.171(1)(g)) on behalf of Covered Entity, Business Associate shall report to Covered Entity any unauthorized access of data in electronic form containing Personal Information as soon as practicable, but no later than ten (10) days following the determination that the Personal Information was, or is reasonably believed to have been, acquired by an unauthorized person. Business Associate's unauthorized access report shall identify the date, estimated date or date range and scope of the unauthorized access to Personal Information, including a description of the Personal Information that was accessed or reasonably believed to have been accessed as a part of the breach of security, and Business Associate's response to the unauthorized access. Business Associate shall provide further information related to the unauthorized access as may be reasonably requested by Covered Entity.

18. HITECH Act Requirements.

18.1 Overview. The Health Information Technology for Economic and Clinical Health Act Title XIII of Division A and Title IV of Division B, including Subtitle D of Division A of the HITECH Act, entitled "Privacy," ("HITECH Act") and its implementing regulations impose new requirements on Business Associates with respect to privacy, security, and breach notification. The HITECH Act requirements set forth in this Agreement shall apply commencing on the date of enactment of the pertinent regulations, or such other date as may be specified in those regulations, whichever is later ("Applicable Effective Date").

18.2 Direct Compliance. Business Associate agrees to comply with all aspects of the HITECH Act. Business Associate and the Covered Entity further agree that the provisions of HIPAA and the HITECH Act that now apply directly to business associates and that are required to be incorporated by reference in a business associate agreement, including but not limited to those requirements set forth in Subtitle D of HITECH, are incorporated into this Agreement between Business Associate and Covered Entity as if set forth in this Agreement in their entirety and are effective as of the Applicable Effective Date.

18.3 Standards to Secure Data. The HITECH Act imposes on entities covered by HIPAA and their business associates federal breach notification requirements when "unsecured" PHI is acquired by an unauthorized party. The breach notification requirements will apply to PHI in any form. PHI may be vulnerable in any of the following commonly recognized data states:

(a) "Data in motion": Data that is moving through a wired or wireless network;
(b) "Data at rest": Data that resides in databases, files, or in storage;
(c) "Data in use": Data that is in the process of being created, maintained, updated, or destroyed; or
(d) "Data disposed": Data that has been discarded or recycled.

PHI in each of these data states, with the possible exception of "data in use," may be secured using one or more methods:

(a) Encryption (which will apply only to electronic information). Encryption of "data at rest" must satisfy National Institute of Standards and Technology ("NIST") Special Publication 800-111, Guide to Storage Encryption Technologies for End User Devices. Valid encryption processes for "data in motion" must comply with the requirements of Federal Information Processing Standards (FIPS) 140-2. These include, as appropriate, standards described in NIST Special Publications 800-52; Guidelines for the Selection and Use of Transport Layer Security (TLS) Implementations; 800-77, Guide to IPsec VPNs; or 800-113, Guide to SSL VPNs; and may include others that are FIPS 140-2 validated; and

(b) Destruction. Destruction of PHI on paper, film, or other hard copy media must involve either shredding or otherwise destroying the PHI so that it cannot be read or reconstructed. PHI on electronic media must be cleared, purged, or destroyed consistent with NIST Special Publication 800-88, Guidelines for Media Sanitization, such that the PHI cannot be retrieved.

(c) Redaction is specifically excluded as a means of data destruction. Nonetheless, because redaction is an approved method of de-identification under HIPAA, information that has been "de-identified" is not subject to the breach notification requirements because such information is not protected under HIPAA.

18.4 Unsecured PHI. The following requirement shall apply to the extent that Business Associate accesses, maintains, retains, modifies, records, stores, destroys, or otherwise holds, uses, or discloses "unsecured PHI," which is defined in the HITECH Act as not secured through the use of a technology or methodology that renders the information "unusable, unreadable, or indecipherable" to unauthorized individuals. In addition to the notification requirements with respect to EPHI set forth herein above, Business Associate shall notify Covered Entity, as soon as possible but not later than 10 days following the discovery of any unauthorized acquisition, access, use or disclosure of such unsecured PHI. Business Associate shall be considered to have discovered such activity as of the first day on which the unauthorized activity is known or, by exercising reasonable diligence, would have been known to the Business Associate. Such notice shall include identification of each individual whose unsecured PHI has been, or is reasonably believed by the Business Associate to have been accessed, acquired, or disclosed during such unauthorized activity. If Covered Entity determines the unauthorized activity by Business Associate qualifies as a Breach that triggers the HITECH breach notification requirements, or the notification requirements of §501.171, Florida Statutes, then Business Associate will reimburse Covered Entity for all costs related to notifying individuals of said Breach of unsecured PHI or EPHI maintained or otherwise held by Business Associate. Covered Entity, at its sole discretion, shall make the determination of whether or not the definition of "Breach" as set forth in the HITECH Act, 45 CFR §164.402, or in §501.171, Florida Statutes has been met.

19. Red Flag Rules. If Business Associate provides services with respect to patient accounts of Covered Entity, Business Associate shall implement and follow appropriate procedures to detect, prevent, and mitigate the risk of identity theft or "Red Flags" in accordance with the "Red Flag Rules" as set forth in 16 C.F.R. § 681, et seq. (the "Red Flag Rules"), and any other applicable law, rule or regulation relating to identity theft, including §501.171, Florida Statutes. Upon discovery of a Red Flag, Business Associate shall promptly notify Covered Entity of same and take appropriate steps to prevent or mitigate identity theft.

20. Independent Contractors. Both parties expressly intend that with regard to the provisions of this Agreement, said parties are independent contractors. Further, it is the express intent of the parties hereto that no agent, servant, contractor, or employee assigned by Business Associate to perform the Business Associate obligations described herein shall be deemed an agent, servant, contractor, or employee of Covered Entity.

21. Miscellaneous.

21.1 Notice. All notices, requests, demands and other communications required or permitted to be given or made under this Agreement shall be in writing, shall be effective upon receipt or attempted delivery, and shall be sent by (i) personal delivery; (ii) certified or registered United States mail, return receipt requested; (iii) overnight delivery service with proof of delivery; or (iv) facsimile with return facsimile acknowledging receipt. All notices and other communications required or permitted pursuant to this Agreement shall be in writing, addressed to the party at the address set forth in the Business Arrangement(s), or to such other address as either party may designate from time to time. Neither party shall refuse delivery of any notice hereunder.

21.2 Waiver. No provision of this Agreement or any breach thereof shall be deemed waived unless such is in writing and signed by the party claimed to have waived such provision or breach. No waiver of a breach shall constitute a waiver of or excuse any different or subsequent breach.

21.3 Assignment. Neither party may assign (whether by operation of law or otherwise) any of its rights or delegate or subcontract any of its obligations under this Agreement without the prior written consent of the other party. Notwithstanding the foregoing, Covered Entity shall have the right to assign its rights and obligations hereunder to any entity that is an affiliate or successor of Covered Entity, without the prior approval of Business Associate. In no circumstance shall Business Associate subcontract, assign, or otherwise delegate any of its responsibilities under this Agreement, or the Business Arrangement(s) with Covered Entity, to any entity or person not subject to the jurisdiction of the United States of America.

21.4 Severability. Any provision of this Agreement that is determined to be invalid or unenforceable will be ineffective to the extent of such determination without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such remaining provisions.

21.5 Amendment. The parties agree to take such action to amend this Agreement from time to time, as is necessary, for Covered Entity and Business Associate to comply with the requirements of HIPAA, the Privacy Standards, the Security Standards, the HITECH Act, and any implementing regulations. Notwithstanding the foregoing, the parties agree to comply with all applicable federal and state laws, rules and regulations related to PHI or to the performance of the parties pursuant to this Agreement, including but not limited to the Privacy Standards, the Security Standards, and the HITECH Act, and regulations promulgated thereunder, as well as any and all amendments to such standards and regulations.

21.6 Entire Agreement. This Agreement constitutes the complete agreement between Business Associate and Covered Entity relating to the matters specified in this Agreement, and supersedes all prior representations or agreements, whether oral or written, with respect to such matters. In the event of any conflict between the terms of this Agreement and the terms of the **Business Arrangement(s)** or any such later agreement(s), the terms of this Agreement shall control unless the terms of such **Business Arrangement(s)** are more strict with respect to PHI and comply with the Privacy Standards, or the parties specifically otherwise agree in writing. No oral modification or waiver of any of the provisions of this Agreement shall be binding on either party. No obligation on either party to enter into any transaction is to be implied from the execution or delivery of this Agreement. This Agreement is for the benefit of, and shall be binding upon the parties, their affiliates and respective successors and assigns. No third party shall be considered a third-party beneficiary under this Agreement, nor shall any third party have any rights as a result of this Agreement.

21.7 Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the state of Florida.

21.8 Equitable Relief. Business Associate understands and acknowledges that any disclosure or misappropriation of any PHI in violation of this Agreement will cause Covered Entity irreparable harm, the amount of which may be difficult to ascertain, and therefore agrees that Covered Entity shall have the right to apply to a court of competent jurisdiction for specific performance and/or an order restraining and enjoining any such further disclosure or breach and for such other relief as Covered Entity shall deem appropriate. Such right of Covered Entity is to be in addition to the remedies otherwise available to Covered Entity at law or in equity. Business Associate expressly waives the defense that a remedy in damages will be adequate and further waives any requirement in an action for specific performance or injunction for the posting of a bond by Covered Entity.

21.9 Nature of Agreement. Nothing in this Agreement shall be construed to create (i) a partnership, joint venture or other joint business relationship between the parties or any of their affiliates, or (ii) a relationship of employer and employee between the parties. This Agreement does not express or imply any commitment to purchase or sell goods or services.

21.10 Interpretation. Any ambiguity in this Agreement shall be resolved to permit the parties to comply with HIPAA, the Privacy Standards, Security Standards, and the HITECH Act. In the event of any inconsistency or conflict between this Agreement and the Business Arrangement(s), the terms and provisions and conditions of this Agreement shall govern and control.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in several counterparts, each of which shall be deemed an original as of the Effective Date above set forth.

BUSINESS ASSOCIATE:	**COVERED ENTITY:**
TBA	Capital Area Healthy Start Coalition, Inc.
By: _____	By: _____
Date: _____	Date: _____

ATTACHMENT III
Financial and Compliance Audit

The administration of resources awarded by the Network to the Coalition may be subject to audits and/or monitoring by the Network, as described in this Attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part §200.500, formerly OMB A133 and Section 215.97, F.S., monitoring procedures may include, but not be limited to, on-site visits by the Network staff, limited scope audits, and/or other procedures. By entering into this agreement, the Coalition agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Network. In the event the Network determines that a limited scope audit of the Coalition is appropriate, the Coalition agrees to comply with any additional instructions provided by the Network to the Coalition regarding such audit. The Coalition further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: Federally Funded

This part is applicable if the Coalition is a State or local government or a non-profit organization as defined in 2 CFR Part §200.500.

1. In the event that the Coalition expends $750,000 or more in Federal awards during its fiscal year, the Coalition must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part §200.501. EXHIBIT 1 to this agreement indicates Federal resources awarded through the Network by this agreement. In determining the Federal awards expended in its fiscal year, the Coalition shall consider all sources of Federal awards, including Federal resources received from the Network. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part §200.502§503. An audit of the Coalition conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.500 will meet the requirements of this part.

2. In connection with the audit requirements addressed in Part I, paragraph 1, the Coalition shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR Part §200.508 - §200.512.

3. If the Coalition expends less than $750,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of 2 CFR Part §200.501(d) is not required. In the event that the Coalition expends less than $750,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part §200.506, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such audit must be paid from Coalition resources obtained from other than Federal entities.)

4. An audit conducted in accordance with this part shall cover the entire organization for the organization's fiscal year. Compliance findings related to agreements with the Network shall be based on the agreement's requirements, including any rules, regulations, or statutes referenced in the agreement. The financial statements shall disclose whether or not the matching requirement was met for each applicable agreement. All questioned costs and liabilities due to the Network shall be fully disclosed in the audit report with reference to the Network agreement involved. If not otherwise disclosed as required by 2 CFR Part §200.510, the schedule of expenditures of Federal

awards shall identify expenditures by funding source and contract number for each agreement with the Network in effect during the audit period. Financial reporting packages required under this part must be submitted within the earlier of 30 days after receipt of the audit report or 9 months after the end of the Coalition's fiscal year end.

PART II: State Funded

This part is applicable if the provider is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the Coalition expends a total amount of state financial assistance equal to or in excess of $500,000 in any fiscal year of such Coalition (for fiscal years ending September 30, 2004 or thereafter), the Coalition must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and forprofit organizations), and Rules of the Auditor General. EXHIBIT I to this agreement indicates state financial assistance awarded through the Network by this agreement. In determining the state financial assistance expended in its fiscal year, the Coalition shall consider all sources of state financial assistance, including state financial assistance received from the Network, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1, the Coalition shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the Coalition expends less than $500,000 in state financial assistance in its fiscal year (for fiscal years ending September 30, 2004 or thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the Coalition expends less than $500,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the Coalition resources obtained from other than State entities).

4. An audit conducted in accordance with this part shall cover the entire organization for the organization's fiscal year. Compliance findings related to agreements with the Network shall be based on the agreement's requirements, including any applicable rules, regulations, or statutes. The financial statements shall disclose whether or not the matching requirement was met for each applicable agreement. All questioned costs and liabilities due to the Network shall be fully disclosed in the audit report with reference to the Network agreement involved. If not otherwise disclosed as required by Rule 69I-5.003, Fla. Admin. Code, the schedule of expenditures of state financial assistance shall identify expenditures by agreement number for each agreement with the Network in effect during the audit period. Financial reporting packages required under this part must be submitted within 45 days after delivery of the audit report, but no later than 9 months after the Coalition's fiscal year end for local governmental entities. Non-profit or for-profit organizations are required to be submitted within 45 days after delivery of the audit report, but no later than 9 months after the Coalition's fiscal year end. Notwithstanding the applicability of this portion, the Network retains all right and obligation to monitor and oversee the performance of this agreement as outlined throughout this document and pursuant to law.

PART III: Report Submission

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part §200.512 will be submitted by or on behalf of the Coalition directly to the following:

   A. The Agency for Health Care Administration at the following address:

      Audit Director
      Agency for Health Care Administration
      Office of Inspector General, MS#5
      2727 Mahan Drive
      Tallahassee, Florida 32308-5403

   A. The Federal Audit Clearinghouse designated in 2 CFR Part §200.36 should submit a copy to the Federal Audit Clearinghouse), at the following address:

      Federal Audit Clearinghouse
      Bureau of the Census
      1201 East 10th Street
      Jeffersonville, IN 47132

   B. Other Federal agencies and pass-through entities in accordance with 2 CFR Part §200.331.

2. Pursuant to 2 CFR Part 200.521 the Coalition shall submit a copy of the reporting package and any management letter issued by the auditor, to the Network as follows:

   Danni Atkins, FCCM
   Healthy Start MomCare Network
   2002 Old St. Augustine Rd, E-45
   Tallahassee, Florida 32301

3. Copies of financial reporting packages required by PART II of this agreement shall be submitted by or on behalf of the Coalition directly to each of the following:

   A. The Healthy Start MomCare Network at the following address:

      Danni Atkins, FCCM
      Healthy Start MomCare Network
      2002 Old St. Augustine Rd, E-45
      Tallahassee, Florida 32301

   A. The Auditor General's Office at the following address:
      Auditor General's Office Room
      401, Pepper Building
      111 West Madison Street
      Tallahassee, Florida 32399-1450

4. Any reports, management letter, or other information required to be submitted to the Network pursuant to this agreement shall be submitted timely in accordance with 2 CFR Part §200.512, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for profit organizations), Rules of the Auditor General, as applicable.

5. Coalitions, when submitting financial reporting packages to the Network for audits done in accordance with 2 CFR Part §500.512 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the provider in correspondence accompanying the reporting package.

PART IV: Record Retention

The Coalition shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of ten (10) years from the date the audit report is issued, and shall allow the Network, or its designee, CFO, or Auditor General access to such records upon request. The Coalition shall ensure that audit working papers are made available to the Network, or its designee, CFO, or Auditor General upon request for a period of three (3) years from the date the audit report is issued, unless extended in writing by the Network.

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ATTACHMENT III
EXHIBIT 1
Financial and Compliance Audit Form

Federal Funds Awarded to the Provider Pursuant to this Agreement Consist of the Following:

Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount
497	Department of Health and	93.778	Medicaid Assistance Payments	$_____
	Human Services			

State Funds Awarded to the Provider Pursuant to this Agreement Consist of the Following Matching Funds for Federal Programs:

Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount
497	Department of Health and	93.778	Medicaid Assistance Payments	$00.00
	Human Services			

State Funds Awarded to the Provider Pursuant to this Agreement Consist of the Following Funds Subject to Section 215.97 F.S.:

State Program Number	Funding Source	State Fiscal Year	CSFA Number	CSFA Title	Funding Amount

Total Award	**$_____**

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ATTACHMENT IV
CERTIFICATION REGARDING LOBBYING
CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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.

(2) If any funds other than federal 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 federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

Signature	**Date**
Name of Authorized Individual	**Application or Contract Number** Contract # HS____21-22

Name and Address of Organization:

_____
_____
_____, FL 323

ATTACHMENT V
CERTIFICATION REGARDING DEBARMENT
SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
CONTRACTS/SUBCONTRACTS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, signed February 18, 1986. The guidelines were published in the May 29, 1987, Federal Register (52 Fed. Reg., pages 20360-20369).

INSTRUCTIONS

1. Each Vendor whose contract/subcontract equals or exceeds $25,000 in federal monies must sign this certification prior to execution of each contract/subcontract. Additionally, Vendors who audit federal programs must also sign, regardless of the contract amount. The Agency for Health Care Administration cannot contract with these types of Vendors if they are debarred or suspended by the federal government.

2. This certification is a material representation of fact upon which reliance is placed when this contract/subcontract is entered into. If it is later determined that the signer knowingly rendered an erroneous certification, the Federal Government may pursue available remedies, including suspension and/or debarment.

3. The Vendor shall provide immediate written notice to the contract manager at any time the Vendor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "debarred," "suspended," "ineligible," "person," "principal," and "voluntarily excluded," as used in this certification, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the contract manager for assistance in obtaining a copy of those regulations.

5. The Vendor agrees by submitting this certification that, it shall not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this contract/subcontract unless authorized by the Federal Government.

6. The Vendor further agrees by submitting this certification that it will require each subcontractor of this contract/subcontract, whose payment will equal or exceed $25,000 in federal monies, to submit a signed copy of this certification.

7. The Agency for Health Care Administration may rely upon a certification of a Vendor that it is not debarred, suspended, ineligible, or voluntarily excluded from contracting/subcontracting unless it knows that the certification is erroneous.

8. This signed certification must be kept in the contract manager's contract file. Subcontractor's certifications must be kept at the contractor's business location.

CERTIFICATION

(1) The prospective Vendor certifies, by signing this certification, that neither he nor his principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract/subcontract by any federal department or agency.

(2) Where the prospective Vendor is unable to certify to any of the statements in this certification, such prospective Vendor shall attach an explanation to this certification.

_____ _____

Name and Title of Authorized Signer **Date**