

1 FLORIDA HEALTHY KIDS CORPORATION
2 STANDARD SERVICES CONTRACT
3 MARKETING, OUTREACH AND RETENTION SERVICES AGREEMENT
4 [REGIONAL NAVIGATORS]

5 This Agreement (“Contract”) is entered into between Florida Healthy Kids Corporation
6 (“FHKC”), a Florida not-for-profit corporation, pursuant to Chapter 617, *Florida Statutes*,
7 and _____ (“ABCD _____”), a Florida not-for-profit organization to provide outreach and
8 marketing services for the Florida KidCare program.

9 **BACKGROUND**

10 **WHEREFORE**, FHKC released a Call for Grant Proposals May 11, 2012, in
11 order to solicit eligible organizations to become Regional Navigators and assist
12 eligible families in applying for or retaining Florida KidCare (“FKC”) coverage.
13 The FHKC Board of Directors approved the Regional Navigator Project (“RNP”)
14 with an overall objective of increasing enrollment in FKC’s Title XXI funded
15 programs (MediKids, Healthy Kids, and Children’s Medical Services Network).

16 THEREFORE, in consideration of the services to be performed and payments
17 to be made, together with the mutual covenants and conditions hereinafter set
18 forth, the parties agree as follows:

19 **Section 1 Definitions**

- 20 1-1 “AHCA” means the State of Florida’s Agency for Health Care Administration.
- 21 1-2 “Applicant” means a parent or guardian of a child or a child whose disability of
22 nonage has been removed under Chapter 743, *Florida Statutes*, who applies for
23 determination of eligibility for health benefits coverage under ss. 409.810-
24 409.820, *Florida Statutes*.
- 25 1-3 “Commencement Date” means the date services begin under this Contract.
- 26 1-4 “Effective Date” means the last date on which the last party to this Contract
27 signed.
- 28 1-5 “Enrollee” means an individual who meets FHKC standards of eligibility and has
29 been enrolled in the Program.
- 30 1-6 “Florida Statutes” means the Florida Statutes as amended from time to time by
31 the Florida Legislature during the term of this Contract.
32
- 33 1-7 “Liquidated Damages” mean the amounts stipulated in this Contract and agreed
34 to by the parties as a reasonable estimation of the losses if ABCD _____ breaches
35 the terms of the Contract or fails to perform its obligations fully, correctly and on
36 time, as determined in the sole discretion of FHKC. The parties agree that the
37 actual damages in such situations are uncertain and difficult to ascertain. The

38 parties' mutual intent in establishing the liquidated damages as set forth in this
39 Contract is to make a good-faith effort and estimation of damages, not to
40 penalize the ABCD_____.

41 1-8 "Program" means the program administered by FHKC as created by and
42 governed under section 624.91, *Florida Statutes*, and related state and federal
43 laws.

44 1-9 "Certified Application Assistance Site" means an organization that has undergone
45 FKC training and agreed to assist families in completing the FKC application and
46 report on activities.

47 1-10 "FKC Application Assistor" means designated persons who provide application
48 assistance on behalf of FHKC, all of whom have successfully completed required
49 trainings prior to assisting applicants with applying for FKC. This assistance
50 includes, but is not limited to helping families complete a FKC application,
51 obtaining necessary documentation, answering general questions and ensuring
52 submission of the application to FKC.

53 1-11 "Qualified FKC Application" means only applications completed with the
54 assistance of a trained FKC Application Assistor and only includes new FKC
55 applicants, applications from families who previously applied for FKC but did not
56 complete the enrollment process, and families who were previous enrolled in
57 FKC but have been inactive for 6 months or more from application date.
58

59 Section 2 Term of this Contract

60 The term of this Contract is as follows:

- 61 1. The Effective Date of this Contract shall be the date on which the
62 last party signed.
- 63
- 64 2. The Commencement Date of this Contract shall be
65 _____.
- 66
- 67 3. This Contract shall end on _____ unless otherwise notified
68 in writing by FHKC before this date.
69

70 This Contract may be extended at FHKC's option for a maximum of two (2) one
71 (1) year additional periods beyond the initial term indicated above. FHKC agrees
72 to notify ABCD_____ by _____ if FHKC does not intend to exercise the first
73 one year extension option, and by _____ if FHKC has exercised the first option
74 but does not intend to exercise the second one year extension option. In no
75 event shall this contract extend beyond _____.
76

77

78 **Section 3 Fees and Costs**

79 | 3-1 FHKC agrees to pay ABCD_____ an amount of \$_____ (_____ dollars and
80 zero cents) for the specific deliverables listed in Section 4-1 of this Contract.

81 | 3-2 FHKC agrees to pay ABCD_____ in accordance with the following schedule:

82 Within 10 days of executed contract \$ _____
83 Upon FHKC's Acceptance of October 1-December 31 Quarterly Report \$ _____
84 Upon FHKC's Acceptance of January 1-April 30 Quarterly Report \$ _____
85

86 | 3-3 FHKC agrees to pay ABCD_____ at the rate of \$_____ (___ dollars and zero
87 cents) per completed qualified FKC application that results in the successful
88 enrollment of a child in one of the Title XXI Florida KidCare programs (MediKids,
89 Florida Healthy Kids, and Children's Medical Services Network) in addition to the
90 payments agreed to in sections 3-2, 3-5, and 3-6 of this Contract.

91 | 3-4 FHKC agrees to pay ABCD_____ at the rate of \$_____ (_____ dollars and zero
92 cents) per completed qualified FKC application that results in the successful
93 enrollment of a child in Medicaid for Children. However if a qualified FKC
94 application results in the successful enrollment of children in both Medicaid for
95 Children and one of the Title XXI Florida KidCare programs, FHKC agrees to pay
96 | ~~the~~ ABCD_____ at the higher rate of \$_____ (_____ dollars and zero cents) in
97 addition to the payments agreed to in sections 3-2, 3-5, and 3-6 of this Contract.

98 | 3-5 FHKC agrees to pay ABCD_____ at a rate of \$_____ (_____ dollars and zero
99 cents) per quarter, in addition to the payment agreed to in section 3-2 above, if at
100 | least 50% of the total number of children assisted were enrolled in either ~~the~~
101 | MediKids, Healthy Kids, or ~~the~~ CMSN program.

102 | 3-6 FHKC agrees to pay ABCD_____ at a rate of \$_____ (_____ dollars and
103 zero cents) per quarter, in addition to the payment agreed to in section 3-2
104 above, if at least 25% of the total number of children assisted successfully
105 renewed coverage for either the MediKids, Healthy Kids, or CMSN program.

106 | 3-7 FHKC agrees to reimburse ABCD_____ at a rate not to exceed \$_____ (_____
107 dollars and zero cents) for the purposes of community outreach travel in
108 fulfillment of the obligations of this Contract within the scope of its terms.

109 Reimbursement for such travel expenses shall be in the same amounts and
110 under the same procedures as Board Members of FHKC are entitled to such
111 reimbursements pursuant to Section 624.91(6)(c), *Florida Statutes*.

112 | 3-8 FHKC will make payment to ABCD_____ within thirty (30) calendar days of
113 | receiving an invoice from ABCD_____ provided such billing is in accordance with
114 the terms of this Contract. If FHKC requests detail or clarification regarding an
115 invoice, payment shall be made within thirty (30) calendar days of receipt of the
116 detail or clarification.

- 117 3-9 In the event FHKC disagrees with or questions any amount due under an invoice,
 118 FHKC agrees to pay the amount not in ~~dispute disagreement~~ in accordance with
 119 the terms of this Contract, and communicate such ~~disputed~~
 120 ~~amountsdisagreement~~ to ABCD____ in writing within thirty (30) calendar days of
 121 the invoice date. ~~The parties agree to engage in good faith discussions to~~
 122 ~~resolve all disputed amounts expeditiouslyAny claim not made within that period~~
 123 ~~shall be deemed waived.~~
- 124 3-10 ABCD____ agrees to return to FHKC any overpayments due to unearned funds
 125 or funds disallowed pursuant to the terms of this Contract that were paid under
 126 this Contract. ABCD____ shall return any such funds to FHKC within forty-five
 127 (45) days of identification by FHKC or ~~the ABCD____~~.
- 128 3-11 ABCD____ agrees to use any advanced funds only for the purposes identified
 129 under this Contract.
- 130 3-12 ABCD____ agrees that no funds received under this Contract will be utilized to
 131 purchase food, beverages or other refreshments except as may otherwise be
 132 permitted under s. 624.91, *Florida Statutes*.
- 133 3-13 The parties agree that under no circumstances shall the total charges to FHKC
 134 for the performance of this Contract, and all associated costs, exceed
 135 _____ dollars (\$_____.00) per FHKC fiscal year.

136 **Section 4 Duties of ABCD____**

- 137 4-1 Deliverables
- 138 A. For the period of _____ through _____, ABCD____ shall conduct the
 139 following activities:
- 140 1. Complete RNP “Train the Trainer” program within 3 (three) weeks of award
 141 notification, to include application assistance education, HIPAA as well as
 142 reporting and documentation requirements.
 - 143 2. Aid a minimum of TBD families with the completion of the Florida KidCare
 144 application process by _____, 20__.
 - 145 3. Aid a minimum of TBD families with the completion of the Florida KidCare
 146 renewal process by _____, 20__.
 - 147 4. Recruit a minimum of TBD local organizations to serve as Certified Application
 148 Assistance Site (CAAS) by _____, 20__.
 - 149 5. Train each FKC Application Assistor on application assistance education, HIPAA
 150 as well as reporting and documentation requirements.
 - 151 6. Negotiate the level of partnership with each CAAS in the form of a memorandum
 152 of agreement.
 - 153 7. Monitor the FKC outreach efforts of each CAAS and provide technical assistance
 154 as needed.
 - 155 8. Provide oversight and technical assistance to CAAS to help reach quarterly
 156 application assistance goals.
 - 157 9. Provide program updates to CAAS as needed.

- 158 10. Host quarterly outreach meetings with CAAS.
 159 11. Provide FKC outreach materials (posters, brochures, applications, etc.) to each
 160 CAAS.
 161 12. Coordinate and compile monthly application assistance tracking reports from
 162 each CAAS.
 163 13. Submit a progress report using the reporting format provided by FHKC or an
 164 authorized subcontractor of FHKC and supporting documentation for completed
 165 activities in accordance with the following schedule:
 166

<u>Progress Reporting</u>	<u>Period Due By:</u>
Period One (October 1, 20__-December 31, 20__)	January __, 20__
Period Two (January 1, 20__-March 31, 20__)	April __, 20__
Period Three (April 1, 20__-June 30, 20__)	July __, 20__
Final Report (October 1, 20__-June 30, 20__)	August __, 201__

173 | B. ABCD shall participate in all meetings, conference calls and conferences
 174 convened by FHKC and designated as mandatory during the contract term.

175 | C. RNP or CAAS shall not:

- 176 1. Attempt to determine eligibility of an application or make any assurances
- 177 regarding the eligibility of any application.
- 178 2. Accept money or premium payment for applicants.
- 179 3. Make payments on behalf of a family.
- 180 4. Mail applications or keep and hold applications or bundle them together for
- 181 mailing.
- 182 5. Coach an applicant to include fraudulent information on an application to ensure
- 183 coverage.
- 184 6. Offer or provide gifts, favors, or other inducement to potential applicants in
- 185 exchange for applying.
- 186 7. Recommend one plan or provider over another.
- 187 8. Identify staff as employees of Florida Healthy Kids Corporation or FKC.
- 188 9. Divulge to any unauthorized person, any information obtained while assisting
- 189 individuals with their applications.
- 190 10. Influence an applicant to separate their child from employer-based group health
- 191 coverage.
- 192 11. Artificially dividing families for the purpose of submitting more than one
- 193 completed application.
- 194 12. Provide inaccurate, misleading, or coercive oral or written information or
- 195 materials.
- 196 13. Use any person who has not passed a criminal history check to perform any
- 197 services under this Contract.
- 198

199 4-2 Records Retention and Accessibility

200 | A. ABCD agrees to maintain books, records and documents in
 201 accordance with generally acceptable accounting principles which
 202 sufficiently and properly reflect all expenditures of funds provided by
 203 FHKC under this Contract.

204 | B. ABCD____ shall have all records used or produced in the course of the
205 | performance of this Contract available at all reasonable times for
206 | inspection, review, audit or copying to FHKC, any vendor contracted with
207 | FHKC or any state or federal regulatory agency as authorized by law or
208 | FHKC. Access to such records will be during normal business hours and
209 | will be either through on-site review of records or through the mail. These
210 | records shall be retained for a period of at least five (5) years following
211 | the term of this Contract, except if an audit is in progress or audit findings
212 | are yet unresolved, in which case records shall be kept until all tasks are
213 | completed.

214 | C. ABCD____ agrees to cooperate in any evaluative efforts conducted by
215 | FHKC or an authorized subcontractor of FHKC both during and for a
216 | period of at least five (5) years following the term of this Contract. These
217 | efforts may include a post-Contract audit.

218 | D. Additionally, ABCD____ agrees to provide to FHKC, by July 1st (first) of
219 | each year, an audited financial statement for ABCD____'s preceding
220 | fiscal year. If such is not customarily available in the ordinary course of
221 | ABCD____'s business, then a written statement from an accountant
222 | verifying the financial stability of ABCD____ shall be submitted and be
223 | subject to the approval of the FHKC Board of Directors.

224 | E. ABCD____ shall include all the requirements of this subsection in all
225 | approved subcontracts and assignments and ABCD____ agrees to
226 | require subcontractors and assignees to meet these requirements.

227 | It is expressly understood that evidence of ABCD____'s refusal to substantially
228 | comply with this provision or such failure by ABCD____'s subcontractors,
229 | assignees or affiliates performing under this Contract shall constitute a breach
230 | and renders this Contract subject to unilateral cancellation by FHKC.

231 | 4-3 Use of Subcontractors or Affiliates

232 | ABCD____ may contract with subcontractors or affiliates to deliver services under this
233 | Contract subject to the following conditions.

234 | A. ABCD____ identified the subcontractor or affiliate in its response to the
235 | procurement document for services covered by this Contract.

236 | B. ABCD____ has provided FHKC with a copy of the current contract or
237 | other written agreement and any amendments for services under this
238 | Contract between ABCD____ and the subcontractor or affiliate. FHKC
239 | shall have the right to withhold its approval of any such contracts,
240 | agreements and amendments.

- 241 | C. ABCD____'s Contract with the subcontractor or affiliate fully complies
242 | with all terms and conditions of this Contract between ABCD____ and
243 | FHKC.
- 244 | D. ABCD____ agrees to notify FHKC in advance of the termination of such
245 | agreements with any subcontractor or affiliate.
- 246 | E. ABCD____ shall provide FHKC with advance notice of ABCD____'s
247 | intent to contract with any new subcontractors or affiliates for services
248 | covered under this Contract. Prior to execution, ABCD____ shall forward
249 | for FHKC's review and approval any proposed agreement for services
250 | with subcontractors or affiliates.
- 251 | F. By April 1st (first) each year, ABCD____ agrees to provide FHKC with an
252 | annual report listing, for the previous calendar year, all subcontractors or
253 | affiliates that performed services under this Contract for ABCD____ and
254 | attaching a copy of ABCD____'s executed contracts with such
255 | subcontractors and affiliates.

256 | All agreements between ABCD____ and its subcontractor or affiliates to provide
257 | services under this Contract shall be reduced to writing and shall be executed by both
258 | parties. All such agreements shall also be available to FHKC within seven (7) business
259 | days of request for production.

260 | Failure of _____ to comply with the provisions of this section shall constitute a breach
261 | and renders this Contract subject to unilateral cancellation by FHKC.

262 | 4-4 Indemnification

263 | ABCD____ shall indemnify, defend and hold FHKC, its officers, directors, agents and
264 | employees harmless from all claims, losses, suits, judgments or damages, including
265 | court costs and attorneys fees, arising out of :

- 266 | A. negligence, intentional torts or breach of contract by ABCD____;
- 267 | B. any claims or losses attributable to the acts of any subcontractor,
268 | person or ABCD____ performing or furnishing services, materials,
269 | or supplies on behalf of ABCD____ in connection with the
270 | performance of this Contract whether or not ~~known to~~ FHKC knew
271 | or should have known of the claims, losses acts; or
- 272 | C. any failure of ABCD____, its officers, employees or
273 | subcontractors to observe the requirements of applicable Florida
274 | or federal law, regardless of whether FHKC knew or should have
275 | known of such failure.

276

277 4-5 Insurance

278 | ABCD shall not ~~commit~~commence any work in connection with the Contract
279 until it has obtained all types and levels of insurance required and approved by
280 FHKC. Such coverage may include but not be limited to worker's compensation,
281 liability, fire, and property insurance depending upon the types of services being
282 | provided. Within ten (10) days of contract execution, ABCD shall provide
283 FHKC proof of coverage of insurance by a certificate of insurance. Continuing
284 evidence of insurance coverage must be provided to FHKC by July 1st of each
285 year.

286 FHKC shall be exempt from and in no way liable for any sums of money that may
287 represent a deductible in any insurance policy. The payment of such a
288 | deductible shall be the sole responsibility of ABCD and/or subcontractor
289 holding such insurance. The same holds true of any premiums paid on any
290 insurance policy pursuant to this Contract. Failure to provide proof of coverage
291 when requested may result in the Contract being terminated.

292 4-6 Lobbying Disclosure

293 | ABCD shall comply with applicable state and federal requirements for the
294 disclosure of information regarding lobbying activities of ABCD,
295 subcontractors or any authorized agent. Certification forms shall be filed by
296 | ABCD certifying that no state or federal funds have been or will be used in
297 lobbying activities.

298 **Section 5 General Terms and Conditions**

299 5-1 Amendment

300 This Contract may be amended by mutual written consent of the parties at any
301 time. This Contract shall automatically be amended to the extent necessary from
302 time to time to comply with state or federal laws or regulations or the
303 | requirements of FHKC's contract with AHCA upon notice by FHKC to ABCD
304 to that effect.

305 5-2 Assignment

306 This Contract and the monies that may become due under it may not be
307 | assigned by ABCD without the prior written consent of FHKC. Any
308 purported assignment without such consent shall be deemed null and void.

309 5-3 Attachments

310 Attachments A through D are all incorporated into this Contract by reference. In
311 any conflict between these Attachments and this Contract, the Contract provision
312 shall control.

313 5-4 Attorneys Fees

314 In the event of any legal action, dispute, litigation or other proceeding with
315 | relation to this Contract, FHKC shall be entitled to recover from ABCD____ its
316 | attorney fees and costs incurred, whether or not suit is filed, and if filed, at both
317 | trial and appellate levels. Legal actions are defined to include administrative
318 | proceedings. It is understood that the intent of this provision is to protect the
319 | Enrollees who receive health insurance benefits through the Program and rely
320 | upon the continuation of the Program.

321 5-5 Bankruptcy

322 FHKC shall have the absolute right to elect to continue or terminate this Contract,
323 | at its sole discretion, in the event ABCD____ or any of its approved
324 | subcontractors file a petition for bankruptcy or for approval of a plan of
325 | reorganization or arrangement under the Bankruptcy Act. ABCD____ shall give
326 | FHKC notice of the intent to petition for bankruptcy or reorganization or
327 | arrangement at the time of the filing and immediately provide a copy of such filing
328 | to FHKC. FHKC shall have thirty (30) calendar days to elect continuation or
329 | termination of this Contract.

330 5-6 Change of Controlling Interest

331 FHKC shall have the absolute right to elect to continue or terminate this Contract,
332 | at its sole discretion, in the event of a change in the ownership or controlling
333 | interest of ABCD____ or any of its approved subcontractors. ABCD____ shall
334 | give FHKC notice of regulatory agency approval, if applicable, prior to any
335 | transfer or change in control of documentation of the change of regulatory
336 | agency approval is inapplicable. FHKC shall have thirty (30) calendar days to
337 | elect continuation or termination of this Contract.

338 5-7 Confidentiality

339 | ABCD____ shall treat all information, particularly personal or identifying
340 | information relating to Applicants or Enrollees that is obtained through its
341 | performance under this Contract, as confidential information to the extent
342 | confidential treatment is provided under state and federal laws, including section
343 | 409.821, *Florida Statutes*, regarding confidentiality of information held by FHKC
344 | and the Florida KidCare Program. ABCD____ shall not use any information
345 | obtained in any manner except as necessary for the proper discharge of its
346 | obligations and to secure its rights under this Contract. Such information shall
347 | not be divulged without written consent of FHKC, the Applicant or the Enrollee.
348 | This provision does not prohibit the disclosure of information in summary,
349 | statistical or other form which does not identify particular individuals.

350 | ABCD____ and FHKC mutually agree to maintain the integrity of all proprietary
351 | information to the extent provided under the law. Neither party will disclose or

352 allow others to disclose proprietary information as determined by law by any
353 means to any person without prior written approval of the other party. All
354 proprietary information will be so designated. This requirement does not extend
355 to routine reports and membership disclosure necessary for efficient
356 management of the Program.

357 | ABCD understands that FHKC may be subject to the Florida Public Records
358 Act, Section 119.07, *Florida Statutes*, and therefore all such information may be
359 considered a public record and open to inspection. Thus, unless otherwise
360 | confidential or exempted by law, ABCD shall allow public access to all
361 documents, papers, letters, electronic correspondence or other material subject
362 to the provisions of Chapter 119, *Florida Statutes*, and made or received by
363 | ABCD in conjunction with this Contract. However, ABCD agrees to
364 advise FHKC prior to the release of any such information.

365 5-8 Conflicts of Interest

366 5-8-1 Conflicts of Interest

367 | ABCD confirms that to the best of its knowledge, the responsibilities
368 and duties assumed pursuant to this Contract are not in conflict with any
369 | other interest to which ABCD is obligated or from which ABCD
370 | benefits. Further, ABCD agrees to inform FHKC immediately after
371 becoming aware of any conflicts of interest which it may have with the
372 interests of FHKC, as set forth in this Contract and which may occur in
373 the future.

374 | Within ten (10) days of contract execution, ABCD shall submit a
375 disclosure form identifying any relationships, financial or otherwise with
376 any FHKC Board Member, FHKC Ad Hoc Board Member or any
377 employee of FHKC.

378 5-8-2 Gift Prohibitions

379 | In accordance with FHKC Corporate Policies, ABCD affirms its
380 understanding that FHKC Board Members, FHKC Ad Hoc Board
381 Members and FHKC Employees are prohibited from accepting any gifts,
382 | including but not limited to, any meal, service or item of value, even de
383 | minimus, from those entities that conduct or seek to conduct business
384 with FHKC.

385 5-8-3 Non-Solicitation

386 | ABCD recognizes and acknowledges that as a result of this Contract
387 ABCD will come into contact with employees of FHKC and that these
388 employees have received considerable training by FHKC. ABCD
389 agrees not to solicit, recruit or hire any individual who is employed by

390 FHKC during the term of this Contract. This prohibition shall be in effect
391 for both the term of this Contract and twelve (12) months immediately
392 following its termination.

393 5-9 Entire Understanding

394 This Contract with all Attachments incorporated by reference embodies the entire
395 understanding of the parties relating to the subject matter of this Contract, and
396 supersedes all other agreements, negotiations, understanding, or
397 representations, verbal or written, between the parties relative to the subject
398 matter hereof.

399 5-10 Force Majeure

400 Neither party shall be responsible for delays of failure in performance of its
401 obligations under this Contract resulting from acts beyond the control of the
402 party. Such acts shall include, but are not limited to, blackouts, riots, acts of war,
403 terrorism, epidemics, ~~government regulations or statutory amendments adopted~~
404 ~~following the date of execution of this Contract~~, fire communication line failure,
405 power failure or shortage, fuel shortages, hurricanes or other natural disasters.

406 5-11 Governing Law; Venue

407 This Contract shall be governed by applicable state and federal laws and
408 regulations as such may be amended during the term of the Contract, whether or
409 not expressly included or referenced in this Contract.

410 ABCD agrees to comply with the following provisions as such may from time
411 to time be amended during the term of this Contract:

412 A. Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d et
413 seq., which prohibits discrimination on the basis of race, color or national
414 origin.

415 B. Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C.
416 794, which prohibits discrimination on the basis of handicap.

417 C. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C.
418 1681 et seq., which prohibits discrimination on the basis of sex.

419 D. The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 et seq.,
420 which prohibits discrimination on the basis of age.

421 E. Section 654 of the Omnibus Budget Reconciliation Act of 1981, as
422 amended, 42 U.S.C. 9849, which prohibits discrimination on the basis of
423 race, creed, color, national origin, sex, handicap, political affiliation or
424 beliefs.

- 425 F. The American Disabilities Act of 1990, P.L. 101-336, which prohibits
 426 discrimination on the basis of disability and requires accommodation for
 427 persons with disabilities.
- 428 G. Section 274A (e) of the Immigration and Nationalization Act, FHKC shall
 429 consider the employment by any contractor of unauthorized aliens a
 430 violation of this Act.
- 431 H. Title XXI of the federal Social Security Act.
- 432 I. All applicable state and federal laws and regulations governing FHKC.
- 433 J. All regulations, guidelines and standards as are now or may be lawfully
 434 adopted under the above statutes.
- 435 K. The Immigration Reform and Control Act of 1986 prohibits employers
 436 from knowingly hiring illegal workers. ABCD____ shall employ individuals
 437 who may legally work in the United States – either U.S. citizens or foreign
 438 citizens who are authorized to work in the United States. ABCD____ shall
 439 use the U.S. Department of Homeland Security’s E-Verify Employment
 440 Eligibility System to verify the employment status of:
- 441 - All persons employed by ABCD____, during the term of this Contract,
 442 to perform employment duties within Florida; and,
 - 443 - All persons, including subcontractors, assigned by ABCD____ to
 444 perform work pursuant to this Contract.
- 445 L. Health Insurance Portability and Accountability Act -
- 446 To comply with the Department of Health and Human Services Privacy
 447 Regulations in the Code of Federal Regulations, Title 45, Sections 60 and
 448 164, regarding disclosure of protected health information as specified in
 449 Attachment C.
- 450 ABCD____ agrees that compliance with this assurance constitutes a condition of
 451 continued receipt of or benefit from funds provided through this Contract and
 452 such compliance is binding upon ABCD____, its successors, transferees and
 453 assignees for the period during which services are provided. ABCD____ further
 454 agrees that all contractors, subcontractors, sub-grantees or others with whom it
 455 arranges to provide goods, services or benefits in connection with any of its
 456 programs and activities are not discriminating against either those whom they
 457 employ nor those to whom they provide goods, services or benefits in violation of
 458 the above statutes, regulations, guidelines and standards.
- 459 It is expressly understood that evidence of ABCD____’s refusal or failure to
 460 substantially comply with this section or such failure by ABCD____’s

461 | subcontractors or anyone with whom ABCD_____ affiliates in performing under
462 this Contract shall constitute a breach and renders this Contract subject to
463 unilateral cancellation by FHKC.

464 Any legal action with respect to the provisions of this Contract shall be brought in
465 federal or state court in Leon County, Florida.

466 5-12 Independent Contractor

467 | The relationship of ABCD_____ to FHKC shall be solely that of an independent
468 contractor. The parties acknowledge and agree that neither party has the
469 authority to make any representation, warranty or binding commitment on behalf
470 of the other party, except as expressly provided in this Contract or as otherwise
471 agreed to in writing by the parties, and nothing contained in this Contract shall be
472 deemed or construed to (i) create a partnership or joint venture between the
473 parties or any affiliate, employee or agent of a party; or (ii) constitute any party or
474 any employee or agent of a party as an employee or agent of the other party.

475 5-13 Name and Address of Payee

476 The name and address of the official payee to whom the payment shall be made:

477 | For ABCD_____:

478

479 TBD

480

481 5-14 Notice and Contact

482 All notices required under this section shall be in writing and may be delivered by
483 certified mail with return receipt requested, by facsimile with proof of receipt, by
484 electronic mail with proof of receipt or in person with proof of delivery.

485 Notice required or permitted under this Contract shall be directed as follows:

486 For FHKC:

487 Dwanna Gregory Hill
488 Florida Healthy Kids Corporation
489 661 East Jefferson Street, 2nd Floor
490 Tallahassee, FL 32301
491 850-701-6105 (Phone)
492 850-224-0615 (Fax)
493 hilld@healthykids.org
494

495 | For ABCD_____:

496

497 TBD

498

499 In the event that different contact persons are designated by either party after
500 execution of this Contract, notice of the name and address of the new contact will
501 be sent to the other party and be attached to the originals of this Contract.

502 5-15 Severability

503 If any of the provisions of this Contract are held to be inoperative by a court of
504 competent jurisdiction, such a provision shall be severed from the remaining
505 provisions of the Contract which shall remain in full force and effect.

506 5-16 Survival

507 The provisions of the following sections: Records Retention and Accessibility;
508 [Indemnification](#); Attorney Fees; Confidentiality; Conflicts of Interest; Non-
509 Solicitation and Governing Law; Venue; [Transition Plan and Process](#) shall
510 survive any termination of this Contract.

511 5-17 Termination of Contract

512 A. Termination for Lack of Funding

513 This Contract is subject to the continuation and approval of funding to
514 FHKC from state, federal and other sources. FHKC shall have the
515 absolute right, in its sole discretion, to terminate this Contract if funding
516 for the Program is to be changed or terminated such that this Contract
517 should not be sustained. FHKC shall send [ABCD](#) notice of
518 termination and include a termination date of not less than thirty (30)
519 calendar days from the date of the notice.

520 B. Termination for Lack of Payment

521 If FHKC fails to make payments in accordance with the schedule included
522 in this Contract, [ABCD](#) may suspend work and pursue the
523 appropriate remedies for FHKC's breach of its payment obligations.
524 [ABCD](#) must provide FHKC at least thirty (30) calendar days written
525 notice of any suspension due to lack of payment and allow FHKC an
526 opportunity to correct the default prior to suspension of work.
527

528 C. Termination for Lack of Performance or Breach

529 The continuation of this Contract is contingent upon the satisfactory
530 performance of ~~the~~ [ABCD](#) and corresponding evaluations by FHKC.
531 If [ABCD](#) fails to make timely progress on the objectives of this
532 Contract or fails to meet the deliverables described under this Contract in
533 the time and manner prescribed, FHKC reserves the right to terminate
534 this Contract, or any part herein, at its discretion and such termination
535 shall be effective at such times as is determined by FHKC. In its sole

536 | discretion, FHKC may allow ABCD_____ up to thirty (30) calendar days to
537 | cure any performance deficiencies prior to termination. FHKC may, in its
538 | sole discretion, extend the cure period for good cause shown.

539 | FHKC further reserves the right to immediately terminate this Contract by
540 | written notice to ~~the ABCD_____~~ for breach of any provision of the
541 | Contract by ~~the ABCD_____~~, for ~~the ABCD_____~~'s failure to perform
542 | satisfactorily any requirement of this Contract, or for any defaults in
543 | performance of this Contract, as determined in FHKC's sole discretion.

544 | Waiver of the failure to perform satisfactorily or of breach of any provision
545 | of this Contract shall not be deemed to be a waiver of any other failure to
546 | perform or breach and shall not be construed to be a modification of the
547 | terms of this Contract.

548 | D. Termination upon Revision of Applicable Law

549 | FHKC and ABCD_____ agree if federal or state revisions of any applicable
550 | laws or regulations restrict FHKC's ability to comply with the Contract,
551 | make such compliance impracticable, frustrate the purpose of the
552 | Contract or place the Contract in conflict with FHKC's ability to adhere to
553 | its statutory purpose, FHKC may unilaterally terminate this Contract.
554 | FHKC shall send ABCD_____ notice of termination and include a
555 | termination date of not less than thirty (30) calendar days from the date of
556 | notice.

557 | E. Termination upon Mutual Agreement

558 | With mutual agreement of both parties, this Contract, or any part herein,
559 | may be terminated on an agreed date prior to the end of the Contract
560 | without penalty to either party.

561 | 5-18 Transition Plan and Process

562 | Upon the expiration or termination of this Contract for any reason, should
563 | FHKC choose to use another vendor, ABCD_____ shall ensure a smooth
564 | transition. ABCD_____ shall provide a transition plan to FHKC within 15
565 | (fifteen) business days of notice of the expiration or termination of this
566 | Contract. Acceptance of the transition plan shall be determined in the sole
567 | discretion of FHKC. Failure for ~~the ABCD_____~~ to provide a timely transition
568 | plan acceptable to FHKC shall be cause to hold ~~the ABCD_____~~ in default
569 | and for failure to perform; and in such event liquidated damages in the
570 | amount of One hundred dollars (\$100.00)] per day may be charged against
571 | ~~the ABCD_____~~. FHKC also may withhold payment to ABCD_____ for
572 | nonperformance or unsatisfactory performance of the terms of this Contract.

573 |
574 | ABCD_____ shall provide staff, services and other resources for consultation
575 | and the successful and complete transition after the expiration or termination
576 | of this Contract, as requested by FHKC. The "Transition Period" required is

577 estimated to be 15 (fifteen) days after the expiration or termination of this
578 Contract. In the event, the actual Transition Period extends longer than the
579 | estimated Transition Period; ~~the ABCD~~____ shall continue to perform the
580 duties pursuant to this Contract and to provide the necessary level of staff,
581 services and other resources until the actual Transition Period is completed
582 successfully, as determined in the sole discretion of FHKC.

583 During the actual Transition Period, FHKC agrees to continue payment to
584 | ABCD____, pursuant to Section 3 of this Contract. However such payment
585 shall be prorated and limited to the actual duties performed by ~~the~~
586 ABCD____ and the staff, services and other resources provided during the
587 actual Transition Period, as requested and required by FHKC. ~~The~~
588 ABCD____'s billing shall be itemized with specificity as to time, date,
589 purpose and specific number of hours and document the actual staff,
590 services and other resources provided during the actual Transition Period.

591 **[TWO (2) SIGNATURE PAGES FOLLOWS]**

592 **REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK**

593

594 IN WITNESS WHEREOF, the Parties have caused this Contract, to be executed by their
595 undersigned officials as duly authorized.

596 **FOR**

597 _____:

598 _____

599 **NAME:** **TBD**

600 **TITLE:** **TBD**

601 **DATE SIGNED:** _____

602 STATE OF _____)

603 _____)

604 COUNTY OF _____)

605 The foregoing instrument was acknowledged to me before this _____ day of
606 _____, 20__ by TBD, as TBD on behalf of _____. He/She is
607 personally known to me or has produced _____ as identification.

608 _____

609 Signature

610 Notary Public – State of Florida

611 _____

612 Print, Type or Stamp Name of Notary Public

613 _____

614 My Commission Expires

615 _____

616

617

618 **FOR**
619 **FLORIDA HEALTHY KIDS CORPORATION:**

620 _____

621 **NAME: Rich Robleto**
622 **TITLE: Executive Director**

623 **DATE SIGNED:**
624 STATE OF FLORIDA)

625 COUNTY OF _____)

626 The foregoing instrument was acknowledged to me before this _____ day of _____,
627 20__, by Rich Robleto, as Executive Director on behalf of the Florida Healthy Kids
628 Corporation. He is personally known to me or has produced _____ as
629 identification.

630 _____

631 Signature
632 Notary Public – State of Florida

633 _____

634 Print, Type or Stamp Name of Notary Public

635 _____

636 My Commission Expires

637
638

639 **Reviewed by:**

640		
641	_____ Date: ___/___/2012	_____ Date: ___/___/2012
642	Signature of Chief Administrative Officer,	Signature of General Counsel,
643	Amber N. Floyd	Steven M. Malono
644		Florida Bar Number: 0705705
645		

ATTACHMENT A

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY and VOLUNTARY EXCLUSION

CONTRACTS AND 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

- A. *Each entity whose contract\subcontract equals or exceeds twenty five thousand dollars (\$25,000) in federal monies must sign this certification prior to execution of each contract\subcontract. Additionally, entities who audit federal programs must also sign, regardless of the contract amount. The Florida Healthy Kids Corporation cannot contract with these types of Entities if they are debarred or suspended by the federal government.*
- B. *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.*
- C. *ENTITY shall provide immediate written notice to the contract manager at any time ENTITY learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.*
- D. *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.*
- E. *ENTITY 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.*
- F. *ENTITY further agrees by submitting this certification that it will require each subcontractor of this contract/subcontract whose payment will equal or exceed twenty five thousand dollars (\$25,000) in federal monies, to submit a signed copy of this certification.*
- G. *The Florida Healthy Kids Corporation may rely upon a certification of Entity that it is not debarred, suspended, ineligible, or voluntarily excluded from contracting\subcontracting unless it knows that the certification is erroneous.*
- H. *This signed certification must be kept in the contract manager's file. Subcontractor's certifications must be kept at the contractor's business location.*

CERTIFICATION

Entity certifies, by signing this certification, that neither Entity nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract/subcontract by any federal agency.

Where Entity is unable to certify to any of the statements in this certification, Entity shall attach an explanation to this certification.

Signature (Above)

Date of Signature

TBD

ATTACHMENT B

CERTIFICATION REGARDING LOBBYING

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE CONTRACTS

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 Contract and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative Contract.
- (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 Contract, 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 sub-contracts, sub-grants and contracts under grants, loans and cooperative Contracts) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars (\$10,000.00) and not more than one hundred thousand dollars (\$100,000.00) for each such failure.

Signature (Above)

Date of Signature

TBD

ATTACHMENT C

REMAINDER OF PAGE LEFT BLANK INTENTIONALLY

[\[INSERT REVISED BAA HERE\]](#)

NOTIFICATION TO THE FHKC OF BREACH OF UNSECURED PROTECTED HEALTH INFORMATION

Contract Information	
Contract Number	Contract Title
Contract Contact Information	
Contact Person For This Incident:	
Contact Person's Title:	
Contact's Address	
Contact's Email:	
Contact's Telephone No:	

Business Associate hereby notifies FHKC that there has been a Breach of Unsecured (unencrypted) Protected Health Information that Business Associate has used or has had access to under the terms of the Business Associate Agreement, as described in detail below:

Breach Detail	
Date of Breach	Date of Discovery of Breach
Information about the Breach	
Type of Breach:	
<input type="checkbox"/> Lost or stolen laptop, computer, flash drive, disk, etc.	
<input type="checkbox"/> Stolen password or credentials	

<input type="checkbox"/> Unauthorized access by an employee or contractor <input type="checkbox"/> Unauthorized access by an outsider <input type="checkbox"/> Other (describe)		
Detailed Description of the Breach		
Types of Unsecured Protected Health Information involved in the breach (such as Full Name, SSN, Date of Birth, Address, Account Number, Disability Code, etc).		
Personal Information: <ul style="list-style-type: none"> <input type="checkbox"/> Name <input type="checkbox"/> Address <input type="checkbox"/> Date of birth <input type="checkbox"/> Social Security number <input type="checkbox"/> Drivers license or identification card number <input type="checkbox"/> Financial insurance information (credit card number, bank account number, etc) <input type="checkbox"/> Health insurance information (insurance carrier, insurance card number, etc) <input type="checkbox"/> Other Personal or Health Information (describe): 	Health Information: <ul style="list-style-type: none"> <input type="checkbox"/> Basic information (age, sex, height, etc) <input type="checkbox"/> Disease or medical conditions <input type="checkbox"/> Medications <input type="checkbox"/> Treatments or procedures <input type="checkbox"/> Immunizations <input type="checkbox"/> Allergies <input type="checkbox"/> Information about children <input type="checkbox"/> Test results <input type="checkbox"/> Hereditary conditions <input type="checkbox"/> Mental health information <input type="checkbox"/> Information about diet, exercise, weight, etc) <input type="checkbox"/> Correspondence between patient, or medical power of attorney <input type="checkbox"/> Organ donor authorization 	
What steps are being taken to investigate the breach, mitigate losses, and protect against any further breaches?		
List any law enforcement agencies you've contacted about the b		
Number of Individuals Impacted	If over 500, do individuals live in multiple states?	
	Yes	No
Breach Notification		
Have you made the breach public?		If YES, when did you make it public
Yes	No	
Have you notified the people whose information was breached? <input type="checkbox"/> YES. We notified them on: Attach a copy of the letter to this form. Don't include any personally identifiable information, other than your own contact information.		

<input type="checkbox"/> NO. Our investigation isn't complete.
Comments
1. 2.

Signature: _____ **Date:** _____

ATTACHMENT D – DISCLOSURE FORM

VENDOR NAME: 123456

The following are relationships, business and personal, that may create a conflict of interest that Vendor is hereby disclosing:

Type of Relationship (Business, Personal)	Name of Organization or Individual	Status of Organization or Individual (Current Contractor, Applicant, Enrollee, etc.)	Term of Relationship

By my signature, I certify that the information contained in this report and any attachments to this document are true representations. ABCD____ understands that if any information is found to be false that the Contract between FHKC and ABCD____ may be terminated at FHKC's sole discretion.

Submitted By:

Date of Submission:

(Signature Above)

TBD