

FLORIDA HEALTHY KIDS CORPORATION

STANDARD SERVICES CONTRACT

This Contract is entered into between Florida Healthy Kids Corporation (“FHKC”), a Florida not-for-profit corporation, pursuant to Chapter 617, Florida Statutes and [enter entity’s **COMPLETE LEGAL name**], name of state and state type of business entity (“ENTITY”) to provide institutional investment advisory services.

BACKGROUND

Use in place of recitals with the traditional “whereas” statements.

Purpose: to provide a brief summary and background of agreement and to put agreement and its purpose in context.

Use complete sentences.

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

Section 1 Definitions

- 1-1 “AHCA” means the State of Florida’s Agency for Health Care Administration.
- 1-2 “Applicant” means a parent or guardian of a child or a child whose disability of nonage has been removed under Chapter 743, who applies for determination of eligibility for health benefits coverage under ss. 409.810-409.820 F.S.
- 1-3 “Commencement Date” means the date services begin under this Contract.
- 1-4 “Effective Date” means the last date on which the last Party to this Contract signed.
- 1-5 “Enrollee” means an individual who meets FHKC standards of eligibility and has been enrolled in the Program.
- 1-6 “Florida Statutes” (F.S.) means the Florida Statutes as amended from time to time by the Florida Legislature during the term of this Contract.
- 1-7 “Liquidated Damages” mean the amounts stipulated in this Contract and agreed to by the Parties as a reasonable estimation of the losses if the ENTITY breaches the terms of the Contract or fails to perform its obligations fully, correctly and on time, as determined in the sole discretion of FHKC. The Parties agree that the actual damages in such situations are uncertain and difficult to ascertain. The Parties’ mutual intent in establishing the liquidated damages as set forth in this Contract is to make a good-faith effort and estimation of damages, not to penalize the ENTITY.

- 1-8 "Program" means the program administered by FHKC as created by and governed under section 624.91, F.S. and related state and federal laws.

Section 2 Term of this Contract

The term of this Contract is for _____ (#) years. The Effective Dates are:

This Contract shall begin on July 1, 2012.

This Contract shall end on June 30, 2013.

This Contract may be extended at FHKC's option for a maximum of two (2) one (1) year additional periods beyond the initial term indicated above. FHKC agrees to notify ENTITY by April 1, 2013 if FHKC does not intend to exercise the first one year extension option and by April 1, 2014 if FHKC has exercised the first option but does not intend to exercise the second one year extension option. In no event shall this contract extend beyond February 1, 2015.

Section 3 Fees and Costs

- 3-1 FHKC agrees to pay ENTITY at the rate of _____ per _____ for the performance of services under this Contract. However, all billing must be itemized with specificity as to time, date, purpose and specific number of hours.

NOTE: Billing may be on an hourly basis, project basis or timing sequence depending upon the nature of the contract.

- 3-2 For the purposes of fulfilling the obligations of this Contract within the scope of its terms, ENTITY may be entitled, in addition to the payment agreed to in subsection 2-1 above, to receive from the funds of FHKC, reimbursement for per diem and travel expenses as provided by Section 112.061, F.S., in the same amounts and under the same procedures as Board Members of FHKC are entitled to such reimbursements pursuant to Section 624.91(6)(c), F.S. Per diem and travel expenses, as well as incidentals not specified in this Contract, for which reimbursement is sought must be approved by an authorized officer or employee of FHKC before they are incurred for reimbursement to be considered. In addition, ENTITY may be entitled to receive reimbursement for necessary photocopy costs at the rate of twenty (20) cents per page and tele-copies at a rate of one dollar (\$1.00) per page. Reimbursement for postage, express mail and long distance phone calls will be for the expense actually incurred by ENTITY and must be itemized with specificity in billings to FHKC so as to identify the individual costs.
- 3-3 ENTITY agrees to bill FHKC monthly for all time and charges incurred in meeting the obligations of this Contract. Such bills will include the specificity required by this section of the Contract.

- 3-4 FHKC will make payment to ENTITY within thirty (30) calendar days of receiving an invoice from ENTITY provided such billing is in accordance with the terms of this Contract. If FHKC requests detail or clarification regarding an invoice, payment shall be made within thirty (30) calendar days of receipt of the detail or clarification.
- 3-5 In the event FHKC disagrees with or questions any amount due under an invoice, FHKC agrees to pay the amount not in disagreement in accordance with the terms of this Contract, and communicate such disagreement to ENTITY in writing within thirty (30) calendar days of the invoice date. Any claim not made within that period shall be deemed waived.
- 3-6 ENTITY agrees to return to FHKC any overpayments due to unearned funds or funds disallowed pursuant to the terms of this Contract that were paid under this Contract. ENTITY shall return any such funds to FHKC within forty-five (45) days of identification by FHKC or the ENTITY.
- 3-7 ENTITY agrees to use any advanced funds only for the purposes identified under this Contract.
- 3-8 ENTITY agrees that no funds received under this Contract will be utilized to purchase food, beverages or other refreshments except as may otherwise be permitted under s. 624.91, F.S. (renumber subsequent sections).
- 3-9 The parties agree that under no circumstances shall the total charges to FHKC for the performance of this Contract and all associated costs exceed fifty thousand dollars (\$50,000.00) per FHKC fiscal year. *(Provision may vary based upon services)*

Section 4 Duties of ENTITY

- 4-1 Deliverables
 - A. **[INSERT PARTICULARS OF DELIVERABLES AS NEEDED- IF RFP AND RESPONSE ARE INCLUDED IN ATTACHMENT INCLUDE ANY SPECIFICITY NEEDED TO PREVENT CONFLICTS OR CLARITY ISSUES]**
- 4-2 Records Retention and Accessibility
 - A. ENTITY agrees to maintain books, records and documents in accordance with generally acceptable accounting principles which sufficiently and properly reflect all expenditures of funds provided by FHKC under this Contract.
 - B. ENTITY shall have all records used or produced in the course of the performance of this Contract available at all reasonable times for inspection, review, audit or copying to FHKC, any vendor contracted with

FHKC or any state or federal regulatory agency as authorized by law or FHKC. Access to such records will be during normal business hours and will be either through on-site review of records or through the mail. These records shall be retained for a period of at least five (5) years following the term of this Contract, except if an audit is in progress or audit findings are yet unresolved, in which case records shall be kept until all tasks are completed.

- C. ENTITY agrees to cooperate in any evaluative efforts conducted by FHKC or an authorized subcontractor of FHKC both during and for a period of at least five (5) years following the term of this Contract. These efforts may include a post-Contract audit.
- D. Additionally, ENTITY agrees to provide to FHKC, by July 1st (first) each year, an audited financial statement for ENTITY'S preceding fiscal year. If such is not customarily available in the ordinary course of ENTITY'S business, then a written statement from an accountant verifying the financial stability of ENTITY shall be submitted and be subject to the approval of the FHKC Board of Directors.
- E. ENTITY shall include all the requirements of this subsection in all approved subcontracts and assignments and ENTITY agrees to require subcontractors and assignees to meet these requirements.

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

4-3 Use of Subcontractors or Affiliates

ENTITY may contract with subcontractors or affiliates to deliver services under this Contract subject to the following conditions.

- A. ENTITY identified the subcontractor or affiliate in its response to the procurement document for services covered by this Contract.
- B. ENTITY has provided FHKC with a copy of the current contract or other written agreement and any amendments for services under this Contract between ENTITY and the subcontractor or affiliate. FHKC shall have the right to withhold its approval of any such contracts, agreements and amendments.
- C. ENTITY'S Contract with the subcontractor or affiliate fully complies with all terms and conditions of this Contract between ENTITY and FHKC.

- D. ENTITY agrees to notify FHKC in advance of the termination of such agreements with any subcontractor or affiliate.
- E. ENTITY shall provide FHKC with advance notice of ENTITY'S intent to contract with any new subcontractors or affiliates for services covered under this Contract. Prior to execution, ENTITY shall forward for FHKC's review and approval any proposed agreement for services with subcontractors or affiliates.
- F. By April 1st (first) each year, ENTITY agrees to provide FHKC with an annual report listing, for the previous calendar year, all subcontractors or affiliates that performed services under this Contract for ENTITY and attaching a copy of ENTITY'S executed contracts with such subcontractors and affiliates.

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

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

4-4 Indemnification

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

- A. negligence, intentional torts or breach of contract by ENTITY;
- B. any claims or losses attributable to the acts of any subcontractor, person or entity performing or furnishing services, materials, or supplies on behalf of ENTITY in connection with the performance of this Contract whether or not known to FHKC; or
- C. any failure of ENTITY, its officers, employees or subcontractors to observe the requirements of applicable Florida or federal law, regardless of whether FHKC knew or should have known of such failure.

4-5 Insurance

ENTITY shall not commit any work in connection with the Contract until it has obtained all types and levels of insurance required and approved by FHKC. Such coverage may include but not be limited to worker's compensation, liability, fire insurance, and property insurance depending upon the types of services being provided. Within ten (10) days of contract execution, ENTITY shall provide

FHKC proof of coverage of insurance by a certificate of insurance. FHKC shall be provided proof of coverage of insurance by a certificate of insurance within ten (10) business days of contract execution. Continuing evidence of insurance coverage must be provided to FHKC by July 1st of each year.

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

4-6 Lobbying Disclosure

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

Section 5 General Terms and Conditions

5-1 Amendment

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

5-2 Assignment

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

5-3 Attachments

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

5-4 Attorneys Fees

In the event of any legal action, dispute, litigation or other proceeding with relation to this Contract, FHKC shall be entitled to recover from ENTITY its attorney fees and costs incurred, whether or not suit is filed, and if filed, at both trial and appellate levels. Legal actions are defined to include administrative proceedings. It is understood that the intent of this provision is to protect the

Enrollees who receive health insurance benefits through the Program and rely upon the continuation of the Program.

5-5 Bankruptcy

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

5-6 Change of Controlling Interest

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

5-7 Confidentiality

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

ENTITY and FHKC mutually agree to maintain the integrity of all proprietary information to the extent provided under the law. Neither party will disclose or allow others to disclose proprietary information as determined by law by any means to any person without prior written approval of the other party. All proprietary information will be so designated. This requirement does not extend to routine reports and membership disclosure necessary for efficient management of the Program.

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

5-8 Conflicts of Interest

5-8-1 Conflicts of Interest

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

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

5-8-2 Gift Prohibitions

In accordance with FHKC Corporate Policies, ENTITY affirms its understanding that FHKC Board Members, FHKC Ad Hoc Board Members and FHKC Employees are prohibited from accepting any gifts, including but not limited to, any meal, service or item of value even de minimis from those entities that conduct or seek to conduct business with FHKC.

5-8-3 Non-Solicitation

ENTITY recognizes and acknowledges that as a result of this Contract ENTITY will come into contact with employees of FHKC and that these employees have received considerable training by FHKC. ENTITY agrees not to solicit, recruit or hire any individual who is employed by FHKC during the term of this Contract. This prohibition shall be in effect for both the term of this Contract and twelve (12) months immediately following its termination.

5-9 Entire Understanding

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

5-10 Force Majeure

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

5-11 Governing Law; Venue

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

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

- A. Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d et seq., which prohibits discrimination on the basis of race, color or national origin.
- B. Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of handicap.
- C. 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.
- D. The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 et seq., which prohibits discrimination on the basis of age.
- E. 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.
- F. The American Disabilities Act of 1990, P.L. 101-336, which prohibits discrimination on the basis of disability and requires accommodation for persons with disabilities.

- G. Section 274A (e) of the Immigration and Nationalization Act, FHKC shall consider the employment by any contractor of unauthorized aliens a violation of this Act.
- H. Title XXI of the federal Social Security Act.
- I. All applicable state and federal laws and regulations governing FHKC.
- J. All regulations, guidelines and standards as are now or may be lawfully adopted under the above statutes.
- K. The Immigration Reform and Control Act of 1986 prohibits employers from knowingly hiring illegal workers. ENTITY shall employ individuals who may legally work in the United States – either U.S. citizens or foreign citizens who are authorized to work in the United States. ENTITY shall use the U.S. Department of Homeland Security’s E-Verify Employment Eligibility System to verify the employment status of:
 - All persons employed by ENTITY, during the term of this Contract, to perform employment duties within Florida; and,
 - All persons, including subcontractors, assigned by ENTITY to perform work pursuant to this Contract.
- L. Health Insurance Portability and Accountability Act -

To comply with the Department of Health and Human Services Privacy Regulations in the Code of Federal Regulations, Title 45, Sections 60 and 164, regarding disclosure of protected health information as specified in Attachment C.

ENTITY agrees that compliance with this assurance constitutes a condition of continued receipt of or benefit from funds provided through this Contract and such compliance is binding upon ENTITY, its successors, transferees and assignees for the period during which services are provided. ENTITY further agrees that all contractors, subcontractors, sub-grantees or others with whom it arranges to provide goods, services or benefits in connection with any of its programs and activities are not discriminating against either those whom they employ nor those to whom they provide goods, services or benefits in violation of the above statutes, regulations, guidelines and standards.

It is expressly understood that evidence of ENTITY’S refusal or failure to substantially comply with this section or such failure by ENTITY’S subcontractors or anyone with whom ENTITY affiliates in performing under this Contract shall constitute a breach and renders this Contract subject to unilateral cancellation by FHKC.

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

5-12 Independent Contractor

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

5-13 Name and Address of Payee

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

For ENTITY:

Name
Address
Email

5-14 Notice and Contact

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

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

For FHKC:

Jennifer Kiser Lloyd
Florida Healthy Kids Corporation
661 East Jefferson Street, 2nd Floor
Tallahassee, FL 32301
850-224-5437 (Phone)
850-224-0615 (Fax)
lloydj@healthykids.org

For ENTITY:

Name
Address
Phone/fax
Email

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

5-15 Severability

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

5-16 Survival

The provisions of the following sections: Records Retention and Accessibility; Attorney Fees; Confidentiality; Conflicts of Interest; Non-Solicitation and Governing Law; Venue shall survive any termination of this Contract.

5-17 Termination of Contract

A. Termination for Lack of Funding

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

B. Termination for Lack of Payment

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

C. Termination for Lack of Performance or Breach

The continuation of this Contract is contingent upon the satisfactory performance of the ENTITY and corresponding evaluations by FHKC. If ENTITY fails to make timely progress on the objectives of this Contract or fails to meet the deliverables described under this Contract in the time and manner prescribed, FHKC reserves the right to terminate this Contract, or any part herein, at its discretion and such termination shall be effective at such times as is determined by FHKC. In its sole discretion, FHKC may allow ENTITY to cure any performance deficiencies prior to termination.

FHKC further reserves the right to immediately terminate this Contract by written notice to the ENTITY for breach of any provision of the Contract by the ENTITY, for the ENTITY's failure to perform satisfactorily any requirement of this Contract, or for any defaults in performance of this Contract, as determined in FHKC's sole discretion.

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

D. Termination upon Revision of Applicable Law

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

E. Termination upon Mutual Agreement

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

5-18 Transition Plan and Process

Upon the expiration or termination of this Contract for any reason, should FHKC choose to use another vendor, ENTITY shall ensure a smooth transition. ENTITY shall provide a transition plan to FHKC within [number of days (___)] business days of notice of the expiration or termination of this Contract. Acceptance of the transition plan shall be determined in the sole discretion of FHKC. Failure for the ENTITY to provide a timely transition plan acceptable to FHKC shall be cause to hold the ENTITY in default and for failure to perform; and in such event liquidated damages in the amount of [_____ DOLLARS (\$_____.00)] per day may be charged against the ENTITY. FHKC also may withhold payment to ENTITY for nonperformance or unsatisfactory performance of the terms of this Contract.

ENTITY shall provide staff, services and other resources for consultation and the successful and complete transition after the expiration or termination of this Contract, as requested by FHKC. The "Transition Period" required is estimated to be [_____ (___)] months after the expiration or termination of this Contract. In the event, the actual Transition Period extends longer than the estimated Transition Period; the ENTITY shall continue to perform the duties pursuant to this Contract and to provide the necessary level of staff,

services and other resources until the actual Transition Period is completed successfully, as determined in the sole discretion of FHKC.

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

[TWO (2) SIGNATURE PAGES FOLLOWS]

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

FOR

ENTITY:

NAME:

TITLE:

DATE SIGNED:

STATE OF _____)

)

COUNTY OF _____)

The foregoing instrument was acknowledged to me before this _____ day of _____, 2012 by _____, as _____ on behalf of _____. He/She is personally known to me or has produced _____ as identification.

Signature

Notary Public – State of Florida

Print, Type or Stamp Name of Notary Public

My Commission Expires

WITNESS #1 SIGNATURE _____

WITNESS #1 PRINT NAME _____

WITNESS #2 SIGNATURE _____

WITNESS #2 PRINT NAME _____

FOR

FLORIDA HEALTHY KIDS CORPORATION:

NAME: Rich Robleto

TITLE: Executive Director

DATE SIGNED:

STATE OF FLORIDA)

COUNTY OF _____)

The foregoing instrument was acknowledged to me before this _____ day of _____, 2012, by Rich Robleto, as Executive Director on behalf of the Florida Healthy Kids Corporation. He is personally known to me or has produced _____ as identification.

Signature

Notary Public – State of Florida

Print, Type or Stamp Name of Notary Public

My Commission Expires

WITNESS #1 SIGNATURE

WITNESS #1 PRINT NAME

WITNESS #2 SIGNATURE

WITNESS #2 PRINT NAME

Reviewed by:

Date: ___/___/2012
Signature of: Jennifer K. Lloyd,
Chief External Affairs Officer

Date: ___/___/2012
Signature of General Counsel: Steve Malono
Fla Bar Number:

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

Name and Title of Authorized Signatory:

Name of Entity and Business Address:

ATTACHMENT C

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REGARDING HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 COMPLIANCE: BUSINESS ASSOCIATE (BA) AGREEMENT

THIS BA AGREEMENT is entered into and made between Florida Healthy Kids Corporation, a Florida non-profit corporation, (FHKC) (the "Covered Entity") and ENTITY (the "BA") and is incorporated in the Contract Agreement (Contract) between FHKC and ENTITY.

I. HIPAA COMPLIANCE

HIPAA Compliance

FHKC and BA agree to comply with the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191, as amended from time to time ("HIPAA") and the Health Information Technology for Economic and Clinical Health Act ("HITECH").

FHKC and BA enters into this Agreement to comply with the requirements of the implementing regulations at 45 Code of federal Regulations (C.F.R) Parts 160-164 for the Administrative Simplification provisions of title II, Subtitle F of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), and the requirements of the health information technology for Economic and Clinical Health Act, as incorporated in the American Recovery and reinvestment Act of 2009 (HITECH Act), that are applicable to business associates, along with any guidance and/or regulations issued by Department of Health and Human Services (DHHS). FHKC and BA agree to incorporate into this agreement any regulations issued with respect to the HITECH Act that relate to the obligations of business associates. BA recognizes and agrees that it is obligated by law through a written contract or other written agreement such as this Agreement to meet the applicable provisions of the HITECH Act.

II. DEFINITIONS FOR USE IN THIS ATTACHMENT

FHKC and Terms used, but not otherwise defined, in this Agreement and the Contract shall have the same meaning as those terms in 45 C.F.R. Parts 160, 162 and 164.

III. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE (PRIVACY RULE)

Operation on Behalf of FHKC

The BA shall use and disclose Protected Health Information (PHI) only as shall be permitted by the Agreement and BA shall have the same duty to protect PHI as FHKC's PHI as such term is used in the Parties' Contract, and in furtherance of the Parties' duties therein.

Compliance with the Privacy Rule

BA agrees to fully comply with the requirements under the Privacy Rule applicable to "business associates," as that term is defined in the Privacy Rule and not use or further disclose PHI other than as permitted or required by this Agreement or as required by law.

BA shall create and/or adopt policies and procedures to periodically audit adherence to all HIPAA regulations, and for which BA acknowledges and promises to perform pursuant to the terms and conditions set out herein. BA shall make such policies and procedures available to FHKC for review.

Privacy Safeguards and Policies

BA agrees to use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by the Ancillary Agreement(s), this Agreement or as required by law.

Mitigation of Harmful Effect of Violations

BA agrees to inform FHKC in advance and mitigate, to the extent practicable, any harmful effect that is known to BA of a use or disclosure of PHI by BA or by a subcontractor or agent of BA resulting from a violation of the requirements of this Agreement.

Privacy Obligations Breach and Security Incidents

Privacy Breach

BA will report to FHKC any use or disclosure of FHKC's Protected Health Information not permitted by this Agreement or in writing by FHKC. In addition, BA will report, following discovery and without unreasonable delay, but in no event later than seven (7) business days following discovery, any "Breach" of "Unsecured Protected Health Information" as these terms are defined by the HITECH Act and any implementing regulations. BA shall cooperate with FHKC in investigating the Breach and in meeting FHKC's obligations under the HITECH Act and any other security breach notification laws. In the event of a breach, BA and FHKC will work together to comply with any required regulatory filings.

Any such report shall include the identification (if known) of each individual whose unsecured PHI has been, or is reasonably believed by BA to have been, accessed, acquired, or disclosed during such Breach. BA will make the report to FHKC's Privacy Officer not more than seven (7) business days after BA learns of such non-permitted use or disclosure.

Any items not known at the time of the initial report will be subsequently reported to FHKC as answers are determined. All elements will be reported no later than 30 days after the date of the initial report, or as soon as feasible, whichever is sooner.

Access of Individual to PHI and other Requests to Business Associate

If BA receives PHI from FHKC in a designated record set, BA agrees to provide access to PHI in a designated record set to FHKC in order to meet its requirements under 45 CFR § 164.524. If BA receives a request from an individual for a copy of the individual's PHI, and the PHI is in the sole possession of the BA, BA will provide the requested copies to the individual and notify FHKC of such action within five (5) business days of completion of the request. If BA receives a request for PHI in the possession of FHKC, or receives a request to exercise other individual rights as set forth in the Privacy Rule, BA shall promptly forward the request to FHKC within two (2) business days. BA shall then assist FHKC as necessary in responding to the request in a timely manner. If a BA provides copies of PHI to the individual, it may charge a reasonable fee for the copies as the regulations shall permit.

Recording of Designated Disclosures of PHI

BA agrees to document disclosures of PHI and information related to such disclosures as would be required for FHKC to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528.

Security and Privacy Compliance Review upon Request

HHS Inspection

BA shall make its internal practices, books and records relating to the Use and Disclosure of PHI available to the Secretary for purposes of determining Covered Entity's compliance with the HIPAA

Regulations and the HITECH Act. Except to the extent prohibited by law, BA agrees to notify FHKC of all requests served upon BA for information or documentation by or on behalf of the Secretary. BA shall provide to FHKC a copy of any PHI that BA provides to the Secretary concurrently with providing such PHI to the Secretary.

FHKC Inspection

Upon written request, to make available to FHKC during normal business hours BA's internal practices, books, and records relating to the use and disclosure of PHI or EPHI received from, or created or received on behalf of, FHKC in a time and manner designated by FHKC for the purposes of FHKC determining compliance with the HIPAA Privacy and Security Requirements.

IV. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE (SECURITY RULE)

Compliance with Security Rule

BA shall ensure compliance with the HIPAA Security Standards for the Protection of Electronic Protected Health Information ("EPHI"), 45 C.F.R. Part 160 and Part 164, Subparts A and C (the "Security Rule"), with respect to Electronic Protected Health Information covered by this Contract effective on the compliance date for initial implementation of the security standards set for in 45 C.F.R. §164.318.

Security Safeguards and Policies

BA agrees to implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic PHI that it creates, receives, maintains, or transmits on behalf of FHKC as required by the Security Rule. The BA will maintain appropriate documentation of its compliance with the Security Rule.

Security Provisions in Business Associate Contracts

BA shall ensure that any agent, including a subcontractor, to whom it provides electronic PHI received from, maintained, or created for FHKC or that carries out any duties for the BA involving the use, custody, disclosure, creation of, or access to PHI supplied by FHKC, shall execute a bilateral contract (or the appropriate equivalent if the agent is a government entity) with BA, incorporating the same restrictions and conditions in this Agreement with BA regarding PHI.

Florida Consumer Notice of System Breach

BA understands that FHKC or its customers may be a "information holder" (as may be BA) under the terms of Florida Statutes Ann title 46 § 817.5681, and that in the event of a breach of the BA's security system as defined by that statute, the BA shall indemnify and hold FHKC harmless for expenses and/or damages related to the breach. Such obligation shall include, but is not limited to, the mailed notification to any Florida resident whose personal information is reasonably believed to have been acquired by an unauthorized individual. In the event that the BA discovers circumstances requiring notification of more than one thousand (1,000) persons at one time, the person shall also notify, without unreasonable delay, all consumer reporting agencies and credit bureaus that compile and maintain files on consumers on a nationwide basis, as defined by 46 817.5681(12), of the timing, distribution and content of the notices. Substitute notice, as defined by Florida Statutes Ann title 46 § 817.5681 (6) (c), shall not be permitted except as approved in writing in advance by FHKC. The parties agree that PHI includes data elements in addition to those included by "personal information" under Florida Statutes Ann title 46 § 817.5681, and agree that BA's responsibilities under this paragraph shall include all PHI.

Reporting of Security Incidents

The BA shall track all security incidents as defined by HIPAA and shall periodically report such security incidents in summary fashion as may be requested by FHKC, but not less than annually within sixty (60) days of the anniversary of this Agreement. The BA shall reasonably use its own vulnerability assessment of damage potential and monitoring to define levels of Security Incidents and responses for BA's operations. However, the BA shall expediently notify FHKC's Privacy Officer of any Security Incident which would constitute a Security Event as defined by this Agreement, including any "breach of the security of the system" under Florida Statutes Ann title 46 § 817.5681, in a preliminary report within two (2) business days with a full report of the incident not less than five (5) business days of the time it became aware of the incident. The BA shall likewise notify FHKC in a preliminary report within two (2) business days of any unauthorized acquisition including but not limited to internal user access to non-test records reported to BA's privacy manager, and any use, disclosure, modification, or destruction of PHI by an employee or otherwise authorized user of its system of which it becomes aware with a full report of the incident not less than five (5) business days of the time it became aware of the incident.

BA shall identify in writing key contact persons for administration, data processing, Marketing, Information Systems and, Audit Reporting and within thirty (30) days of execution of this Agreement execution. BA shall notify FHKC of any reduction of in-house staff persons during the term of this Agreement in writing within ten (10) business days.

HITECH Act

BA will adhere to all Privacy and Security provisions in the HITECH Act as passed as part of the American Recovery and Reinvestment Act of 2009 ("ARRA") under Sections 13401 and 13404.

Unsecured Protected Health Information

BA shall notify each individual whose Unsecured Protected Health Information has been or is reasonably believed by the BA to have been accessed, acquired, used, or disclosed as a result of such breach, except when law enforcement requires a delay pursuant to 45 CFR 164.412:

Without unreasonable delay and in no case later than sixty (60) days after discovery of the breach.

- By notice in plain language including and to the extent possible:
- A brief description of what happened, including the date of the breach and the date of the discovery of the breach, if known;
 - A description of the types of Unsecured Protected Health Information that were involved in the breach (including but not limited to items such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved).
 - Any steps individuals should take to protect themselves from potential harm resulting from the breach.
 - A brief description of what FHKC is doing to investigate the breach, to mitigate the harm to individuals, and to protect against further breaches.
 - Contact procedures for individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an email address, website or postal address.
- Use a method of notification that meets the requirements of 45 CFR 164.404(d).
- Provide notice to the media when required under 45 CFR 164.406 and to the Secretary of Health and Human Services pursuant to 45 CFR 164.408.

V. ELECTRONIC TRANSACTION AND CODE SETS

To the extent that the services performed by BA pursuant to the Agreement involve transactions that are subject to the HIPAA Standards for Electronic Transactions and Code Sets, 45 C.F.R. Parts 160 and 162, with respect to Electronic Protected Health Information covered by this Contract, BA shall conduct such transactions in conformance with such regulations as amended from time to time. Without limiting the generality of the foregoing, BA agrees that it will, in accordance with 45 C.F.R. § 162.923(c):

- Comply with all applicable requirements of 45 C.F.R. Part 162; and Require any agent or subcontractor to comply with all applicable requirements of 45 C.F.R. Part 162.

VI. PERMITTED USES AND DISCLOSURES BY BA – GENERAL USE AND DISCLOSURE PROVISIONS

Use of PHI for Operations on Behalf of FHKC

Except as otherwise limited in this Agreement, BA may use or disclose PHI to perform functions, activities, or services for, or on behalf of, FHKC as specified in the Contract, provided that such use or disclosure would not violate HIPAA if done by FHKC or the minimum necessary policies and procedures of FHKC.

VII. PERMITTED USES AND DISCLOSURES BY BA – SPECIFIC USE AND DISCLOSURE PROVISIONS

Third Party Disclosure Confidentiality

Except as otherwise limited in this Agreement, BA may disclose PHI for the proper management and administration of the BA, provided that disclosures are Required By Law, or, if permitted by law, this Agreement, and the Ancillary Agreements, provided that, if BA discloses any PHI to a third party for such a purpose, BA shall enter into a written agreement with such third party requiring the third party to: (a) maintain the confidentiality, integrity, and availability of PHI and not to use or further disclose such information except as Required By Law or for the purpose for which it was disclosed, and (b) notify BA of any instances in which it becomes aware in which the confidentiality, integrity, and/or availability of the PHI is breached in a preliminary report within two (2) business days with a full report of the incident not less than five (5) business days of the time it became aware of the incident.

Data Aggregation Services

Except as otherwise limited in this Agreement, BA may use PHI to provide Data Aggregation Services to FHKC as permitted by 42 CFR § 164.504(e)(2)(I)(B).

VIII. PROVISIONS FOR FHKC TO INFORM BA OF PRIVACY PRACTICES AND RESTRICTIONS

Notice of Privacy Practices

FHKC shall provide BA with the notice of Privacy Practices produced by FHKC or provided to FHKC as a result of FHKC's obligations with other organizations in accordance with 45 CFR § 164.520, as well as any changes to such notice.

Notice of Changes in Individual's Access or PHI

FHKC shall provide BA with any changes in, or revocation of, permission by an Individual to use or disclose PHI, if such changes affect BA's permitted or required uses.

Notice of Restriction in Individual's Access or PHI

FHKC shall notify BA of any restriction to the use or disclosure of PHI that FHKC has agreed to in accordance with 45 CFR § 164.522, to the extent that such restriction may affect BA's use of PHI.

IX. TERM AND TERMINATION

Term

The Term of this Attachment shall be effective concurrent with the Contract, and shall terminate when all of the PHI provided by FHKC to BA, or created or received by BA on behalf of FHKC, is destroyed or returned to FHKC, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.

Termination for Cause

This Agreement authorizes and BA acknowledges and agrees FHKC shall have the right to immediately terminate this Agreement in the event BA fails to comply with, or violates a material provision of this Agreement and any provision of the Privacy and Security Rules. Notwithstanding the aforementioned, BA shall not be relieved of liability to FHKC for damages sustained by virtue of any breach of this Agreement by BA.

Effect of Termination

Upon termination of this Agreement for any reason, except as provided in subsections below, BA shall at its own expense either return and/or destroy all PHI and other confidential information received, from FHKC or created or received by BA on behalf of FHKC. This provision applies to all confidential information regardless of form, including but not limited to electronic or paper format. This provision shall also apply to PHI and other confidential information in the possession of sub-contractors or agents of BA.

- The BA shall consult with FHKC as necessary to assure an appropriate means of return and/or destruction and shall notify FHKC in writing when such destruction is complete. If information is to be returned, the Parties shall document when all information has been received by FHKC.

The BA shall notify FHKC whether it intends to return and/or destroy the confidential information with such additional detail as requested. In the event BA determines that returning or destroying the PHI and other confidential information received by or created for FHKC at the end or other termination of this Agreement is not feasible, BA shall provide to FHKC notification of the conditions that make return or destruction unfeasible.

X. MISCELLANEOUS

Regulatory Reference

A reference in this Agreement to a section in the Privacy and/or Security Rule means the section as in effect or as amended.

Modification and Amendment

This Agreement may be modified only by express written amendment executed by all Parties hereto. The Parties agree to take such action to amend this Agreement from time to time as is necessary for FHKC to comply with the requirements of the Privacy and Security Rules and the Health Insurance Portability and Accountability Act, Public Law 104-191.

Survival

The respective rights and obligations of BA under Paragraph VIII., "Term and Termination" of this Attachment shall survive the termination of this Agreement and the Contract.

Interpretation

Any ambiguity in this Attachment and the Contract shall be resolved to permit FHKC to comply with HIPAA and HITECH.

REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK

TWO (2) SIGNATURE PAGES FOLLOW

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

**FOR
ENTITY:**

**NAME:
TITLE:
DATE SIGNED:**

WITNESS #1 SIGNATURE

WITNESS #1 PRINT NAME

WITNESS #2 SIGNATURE

WITNESS #2 PRINT NAME

FOR

FLORIDA HEALTHY KIDS CORPORATION:

NAME: Rich Robleto
TITLE: Executive Director
DATE SIGNED:

WITNESS #1 SIGNATURE

WITNESS #1 PRINT NAME

WITNESS #2 SIGNATURE

WITNESS #2 PRINT NAME

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: <ul style="list-style-type: none"> <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).

<p>Personal Information:</p> <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): 	<p>Health Information:</p> <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
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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?

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.

NO. Our investigation isn't complete.

Comments

- 1.
- 2.

Signature: _____ **Date:** _____

ATTACHMENT D – DISCLOSURE FORM

VENDOR NAME: _____

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. ENTITY understands that if any information is found to be false that the Contract between FHKC and ENTITY may be terminated at FHKC’s sole discretion.

Submitted By:

Date of Submission:

(Signature Above)

Name:

Title