

STATE OF FLORIDA
AGENCY FOR HEALTH CARE ADMINISTRATION
GRANT AGREEMENT

THIS AGREEMENT is entered into between the State of Florida, AGENCY FOR HEALTH CARE ADMINISTRATION, hereinafter referred to as the "Agency", whose address is 2727 Mahan Drive, Tallahassee, Florida 32308, and RECIPIENT NAME, hereinafter referred to as the "Recipient", whose address is RECIPIENT ADDRESS, REASON.

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I. THE RECIPIENT HEREBY AGREES:

A. General Provisions

1. To comply with the criteria and final date, as specified herein, by which such criteria must be met for completion of this Agreement. The Recipient shall not be eligible for reimbursement for work performed prior to the execution date of this Agreement.
2. To provide services according to the terms and conditions set forth in this Agreement, **Attachment I**, Scope of Services, and all other attachments named herein which are attached hereto and incorporated by reference (collectively referred to herein as this "Agreement").
3. To perform as an independent Recipient and not as an agent, representative or employee of the Agency.
4. To recognize that the State of Florida, by virtue of its sovereignty, is not required to pay any taxes on the services or goods purchased under the terms of this Agreement.

B. Florida Department of State

To be registered with the Florida Department of State as an entity authorized to transact business in the State of Florida by the effective date of this Agreement.

C. Prohibition of Gratuities

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

D. Audits and Records

1. To maintain books, records, and documents (including electronic storage media) pertinent to performance under this Agreement in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all revenues and expenditures of funds provided by the Agency under this Agreement.
2. In addition to the requirements of the preceding paragraph, the Recipient shall comply with the applicable provisions contained in **Attachment II**, Special Audit Requirements, attached hereto and incorporated herein by reference.

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3. To assure that these records shall be subject at all reasonable times to inspection, review, or audit by State personnel and other personnel duly authorized by the Agency, as well as by Federal personnel.
4. To maintain and file with the Agency such progress, fiscal and inventory reports as specified in **Attachment I**, Scope of Services, and other reports as the Agency may require within the period of this Agreement. In addition, access to relevant computer data and applications which generated such reports should be made available upon request.
5. To comply with public record laws as outlined in Section 119.0701, F.S.
6. To provide a financial and compliance audit to the Agency as specified in **Attachment II**, Special Audit Requirements and to ensure that all related party transactions are disclosed to the Agency Agreement Manager.
7. To include these aforementioned audit and record keeping requirements in all approved sub-agreements and assignments.

E. Inspection of Records and Work Performed

1. The Agency and its authorized representatives shall, at all reasonable times, have the right to enter the successful Recipient's premises, or other places where duties under this Agreement are performed. All inspections and evaluations shall be performed in such a manner as not to unduly delay work. Persons duly authorized by the Agency and Federal auditors, pursuant to 45 CFR, Part 74 and/or 45 CFR, Part 92, shall have full access to and the right to examine any of said records and documents.
2. The Recipient shall retain all financial records, medical records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to performance under this Agreement for a period of ten (10) years after termination of this Agreement, or if an audit has been initiated and audit findings have not been resolved at the end of ten (10) years, the records shall be retained until resolution of the audit findings.
3. Refusal by the Recipient to allow access to all records, documents, papers, letters, other materials or on-site activities related to this Agreement performance shall constitute a breach of this Agreement.
4. The right of the Agency and its authorized representatives to perform inspections shall continue for as long as the Recipient is required to maintain records.
5. The Recipient shall be responsible for all storage fees associated with all records maintained under this Agreement. The Recipient is also responsible for the destruction of all records that meet the retention schedule noted above.

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6. Failure to retain all records as required may result in cancellation of this Agreement. The Agency shall give the Recipient advance notice of cancellation pursuant to this provision and shall pay the Recipient only those amounts that are earned prior to the date of cancellation in accordance with the terms and conditions of this Agreement. Performance by the Agency of any of its obligations under this Agreement shall be subject to the successful Recipient's compliance with this provision.
7. In accordance with Section 20.055, F.S., the Recipient and its subcontractors shall cooperate with the Office of the Inspector General in any investigation, audit, inspection, review or hearing; and shall grant access to any records, data or other information the Office of the Inspector General deems necessary to carry out its official duties.
8. The rights of access in this Section must not be limited to the required retention period but shall last as long as the records are retained.

F. Accounting

1. To maintain an accounting system and employ accounting procedures and practices that conform to generally accepted accounting principles and standards or other comprehensive basis of accounting principles as acceptable to the Agency. For costs associated with specific agreements under which the Agency must account to the Federal government for actual costs incurred, the costs and charges for that agreement will be determined in accordance with generally accepted accounting principles.
2. To submit annual financial audits (or parent organization's annual financial audits with organizational chart) to the Agency within thirty (30) calendar days of receipt

G. Public Records Requests

1. To comply with Section 119.0701, F.S., if applicable, and all other applicable parts of the Florida Public Records Act.
2. To keep and maintain public records that ordinarily and necessarily would be required in order to perform services under this Agreement.
3. To provide the public with access to public records on the same terms and conditions that the Agency would provide the records and at a cost that does not exceed the cost provided in Section 119.07, F.S., or as otherwise provided by law.
4. To upon request from the appropriate Agency custodian of public records, provide the Agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that

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does not exceed the cost in Section 119.07, F.S., or as otherwise provided by law.

5. To ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement term and following completion of this Agreement if the Recipient does not transfer the records to the Agency.
6. To not collect an individual's social security number unless the Recipient has stated in writing the purpose for its collection. The Recipient collecting an individual's social security number shall provide a copy of the written statement to the Agency and otherwise comply with applicable portions of Section 119.071(5), F.S.
7. To meet all requirements for retaining public records and transfer, at no cost, to the Agency all public records in possession of the Recipient upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Agency in a format that is compatible with the information technology systems of the Agency.
8. If the Recipient does not comply with a public records request, the Agency shall enforce provisions in accordance with this Agreement.
9. **IF THE RECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE RECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE AGENCY CUSTODIAN OF PUBLIC RECORDS FOR THIS AGREEMENT. THE AGENCY CUSTODIAN OF PUBLIC RECORDS FOR THIS AGREEMENT IS THE AGREEMENT MANAGER.**

H. Communications

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

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2. Prior to intercepting, recording or monitoring any communications which are subject to Communication Privacy Laws, the Recipient must:
 - a. Submit a plan which specifies in detail the manner in which the Recipient will ensure that such actions are in full compliance with Communication Privacy Laws (the "Privacy Compliance Plan"); and
 - b. Obtain written approval, signed and notarized by the Agency Agreement Manager, approving the Privacy Compliance Plan.
3. No modifications to an approved Privacy Compliance Plan may be implemented by the Recipient unless an amended Privacy Compliance Plan is submitted to the Agency, and written approval of the amended Privacy Compliance Plan is signed and notarized by the Agency Agreement Manager. Agency approval of the Recipient's Privacy Compliance Plan in no way constitutes a representation by the Agency that the Privacy Compliance Plan is in full compliance with applicable Communication Privacy Laws, or otherwise shifts or diminishes the Recipient's sole burden to ensure full compliance with applicable Communication Privacy Laws in all aspects of the Recipient's performance of this Agreement. Violation of this term may result in sanctions to include termination of this Agreement and/or liquidated damages.
4. The Recipient agrees that it is the custodian of any and all recordings for purposes of the Public Records Act, Chapter 119, F.S., and is solely responsible for responding to any public records requests for recordings. This responsibility includes gathering, redaction, duplication and provision of the recordings as well as defense of any actions for enforcement brought pursuant to Section 119.11, F.S.

I. Background Screening

1. To ensure that all Recipient employees including managing employees that have direct access to personally identifiable information (PII), protected health information (PHI), or financial information have a County, State, and Federal criminal background screening comparable to a Level 2 background screening as described in Section 435.04, F.S., completed with results prior to employment.
2. Per Section 435.04(1)(a), F.S., Level 2 screening standards include, but need not be limited to, fingerprinting for statewide criminal history records checks through the Department of Law Enforcement, and national criminal history records checks through the Federal Bureau of Investigation, and may include local criminal records checks through local law enforcement agencies. If the Recipient is not authorized under the law to conduct a Level 2 background screening, then completion of a Level 1 background screening as defined in Section 435.03, F.S., is acceptable.

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3. If the Recipient employee or managing employee was employed prior to the execution of this Agreement, the Recipient shall ensure that the County, State, and Federal criminal background screening comparable to a Level 2 background screening is completed with results prior to the employee accessing any PII, PHI, or financial information.
4. Any Recipient employee or managing employee with background results that are unacceptable to the State as described in Section 435.04, F.S., or related to the criminal use of PII as described in Section 817, F.S., or has been subject to criminal penalties for the misuse of PHI under 42 U.S.C. 1320d-5, or has been subject to criminal penalties for the offenses described in Section 812.0195, F.S., Section 815, F.S., Section 815.04, F.S., or Section 815.06, F.S., shall be denied employment or be immediately dismissed from performing services under this Agreement by the Recipient unless an exemption is granted.
5. Direct access is defined as having, or expected to have, duties that involve access to PII, PHI, or financial information by any means including, but not limited to, network shared drives, email, telephone, mail, computer systems, and electronic or printed reports.
6. To ensure that all Recipient employees including managing employees that have direct access to any PII, PHI or financial information have a County, State, and Federal criminal background screening comparable to a Level 2 background screening completed with results every five (5) years.
7. To develop and submit policies and procedures related to this criminal background screening requirement to the Agency for review and approval within thirty (30) calendar days of this Agreement execution. The Recipient's policies and procedures shall include a procedure to grant an exemption from disqualification for disqualifying offenses revealed by the background screening, as described in Section 435.07, F.S.
8. To keep a record of all background screening records to be available for Agency review upon request.
9. Failure to comply with background screening requirements shall subject the Recipient to liquidated damages as described **Attachment I**, Scope of Services.

J. Monitoring

1. To provide reports as specified in **Attachment I**, Scope of Services. These reports will be used for monitoring progress or performance of the contractual services as specified in **Attachment I**, Scope of Services.
2. To permit persons duly authorized by the Agency to inspect any records, papers, documents, facilities, goods and services of the Recipient which are relevant to this Agreement.

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

K. Indemnification

The Recipient agrees to indemnify, defend, and hold harmless the Agency, as provided in this Clause.

1. Scope. The Duty to Indemnify and the Duty to Defend, as described herein (collectively known as the “Duty to Indemnify and Defend”), extend to any completed, actual, pending or threatened action, suit, claim or proceeding, whether civil, criminal, administrative or investigative (including any action by or in the right of the Recipient), and whether formal or informal, in which the Agency is, was or becomes involved and which in any way arises from, relates to or concerns the Recipient’s acts or omissions related to this Agreement (inclusive of all attachments, etc.) (collectively “Proceeding”).
 - a. Duty to Indemnify. The Recipient agrees to hold harmless and indemnify the Agency to the full extent permitted by law against any and all liability, claims, actions, suits, judgments, damages and costs of whatsoever name and description, including attorneys’ fees, arising from or relating to any Proceeding.
 - b. Duty to Defend. With respect to any Proceeding, the Recipient agrees to fully defend the Agency and shall timely reimburse all of the Agency’s legal fees and costs; provided, however, that the amount of such payment for attorneys’ fees and costs is reasonable pursuant to rule 4–1.5, Rules Regulating The Florida Bar. The

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Agency retains the exclusive right to select, retain and direct its defense through defense counsel funded by the Recipient pursuant to the Duty to Indemnify and Defend the Agency.

2. Expense Advance. The presumptive right to indemnification of damages shall include the right to have the Recipient pay the Agency's expenses in any Proceeding as such expenses are incurred and in advance of the final disposition of such Proceeding.
3. Enforcement Action. In the event that any claim for indemnity, whether an Expense Advance or otherwise, is made hereunder and is not paid in full within sixty (60) calendar days after written notice of such claim is delivered to the Recipient, the Agency may, but need not, at any time thereafter, bring suit against the Recipient to recover the unpaid amount of the claim (hereinafter "Enforcement Action"). In the event the Agency brings an Enforcement Action, the Recipient shall pay all of the Agency's attorneys' fees and expenses incurred in bringing and pursuing the Enforcement Action.
4. Contribution. In any Proceeding in which the Recipient is held to be jointly liable with the Agency for payment of any claim of any kind (whether for damages, attorneys' fees, costs or otherwise), if the Duty to Indemnify provision is for any reason deemed to be inapplicable, the Recipient shall contribute toward satisfaction of the claim whatever portion is or would be payable by the Agency in addition to that portion which is or would be payable by the Recipient, including payment of damages, attorneys' fees and costs, without recourse against the Agency. No provision of this part or of any other section of this Agreement (inclusive of all attachments, etc.), whether read separately or in conjunction with any other provision, shall be construed to: (i) waive the State or the Agency's immunity to suit or limitations on liability; (ii) obligate the State or the Agency to indemnify the Recipient for the Recipient's own negligence or otherwise assume any liability for the Recipient's own negligence; or (iii) create any rights enforceable by third parties, as third party beneficiaries or otherwise, in law or in equity.

L. Insurance

1. To the extent required by law, the Recipient shall be self-insured against, or shall secure and maintain during the life of this Agreement, Worker's Compensation Insurance for all its employees connected with the work of this Agreement and, in case any work is subcontracted, the Recipient shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees engaged in work under this Agreement are covered by the Recipient's self-insurance program. Such self-insurance or insurance coverage shall comply with the Florida Worker's Compensation law. In the event hazardous work is being performed by the Recipient under this Agreement and any class of employees performing the hazardous work is not protected under Worker's

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Compensation statutes, the Recipient shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Agency, for the protection of its employees not otherwise protected.

2. The Recipient shall secure and maintain Commercial General Liability insurance including bodily injury, property damage, personal and advertising injury and products and completed operations. This insurance will provide coverage for all claims that may arise from the services and/or operations completed under this Agreement, whether such services and/or operations are by the Recipient or anyone directly, or indirectly employed by it. Such insurance shall include a Hold Harmless Agreement in favor of the State of Florida and also include the State of Florida as an Additional Named Insured for the entire length of this Agreement and hold the State of Florida harmless from subrogation. The Recipient shall set the limits of liability necessary to provide reasonable financial protections to the Recipient and the State of Florida under this Agreement.
3. All insurance policies shall be with insurers licensed or eligible to transact business in the State of Florida. The Recipient's current insurance policy(ies) shall contain a provision that the insurance will not be canceled for any reason except after thirty (30) calendar days written notice. The Recipient shall provide thirty (30) calendar days written notice of cancellation to the Agency's Agreement Manager.
4. The Recipient shall submit insurance certificates evidencing such insurance coverage prior to execution of this Agreement.

M. Assignments and Subcontracts

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

N. Subcontracting

1. To not subcontract, assign, or transfer any work identified under this Agreement, without prior written consent of the Agency.
2. To not subcontract with any provider that would be in conflict of interest to the Recipient during the term of this Agreement in accordance with applicable Federal and/or State laws.
3. Changes to approved subcontracts and/or subcontractors require approval in writing by the Agency's Agreement Manager prior to the effective date of

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any subcontract.

4. The Agency encourages Recipients to partner with subcontractors who can provide best value and the best in class solutions. However, the Recipient is responsible for all work performed under this Agreement. No subcontract that the Recipient enters into with respect to performance under this Agreement shall in any way relieve the Recipient of any responsibility for performance of its duties. The Recipient shall assure that all tasks related to the subcontract are performed in accordance with the terms of this Agreement. If the Agency determines, at any time, that a subcontract is not in compliance with an Agreement requirement, the Recipient shall promptly revise the subcontract to bring it into compliance. In addition, the Recipient may be subject to sanctions and/or liquidated damages pursuant to this Agreement and Section 409.912(6), F.S. (related to sanctions).
5. All payments to subcontractors will be made by the Recipient.
6. To be responsible for monitoring the subcontractor's performance. The results of the monitoring shall be provided to the Agency's Agreement Manager, fourteen (14) business days after the end of each month or as specified by the Agency. If the subcontractor's performance does not meet the Agency's performance standard according to the Agency's monitoring report or the Recipient's monitoring report, an improvement plan must be submitted to the Recipient and the Agency within fourteen (14) business days of the deficient report.
7. The State supports and encourages supplier diversity and the participation of small and minority business enterprises in State contracting, both as Recipients and subcontractors. The Agency supports diversity in its Procurement Program and requests that all subcontracting opportunities afforded by this Agreement enthusiastically embrace diversity. The award of subcontracts should reflect the full diversity of the citizens of the State of Florida. Recipients can contact the Office of Supplier Diversity at (850) 487-0915 or online at <http://osd.dms.state.fl.us/> for information on minority recipients who may be considered for subcontracting opportunities.
8. A minority owned business is defined as any business enterprise owned and operated by the following ethnic groups: African American (Certified Minority Code H or Non-Certified Minority Code N); Hispanic American (Certified Minority Code I or Non-Certified Minority Code O); Asian American (Certified Minority Code J or Non-Certified Minority Code P); Native American (Certified Minority Code K or Non-Certified Minority Code Q); or American Woman (Certified Minority Code M or Non-Certified Minority Code R).

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O. Return of Funds

To return to the Agency any overpayments due to unearned funds or funds disallowed pursuant to the terms of this Agreement that were disbursed to the Recipient by the Agency. The Recipient shall return any overpayment to the Agency within forty (40) calendar days after either discovery by the Recipient, its independent auditor, or notification by the Agency, of the overpayment.

P. Procurement of Products or Materials with Recycled Content

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

Q. Civil Rights Requirements/Recipient Assurance

The Recipient assures that it will comply with:

1. Title VI of the Civil Rights Act of 1964, as amended, 42 United States Code (U.S.C.) 2000d et seq., which prohibits discrimination on the basis of race, color, or national origin.
2. Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of handicap.
3. 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.
4. The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 et seq., which prohibits discrimination on the basis of age.
5. 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.
6. The Americans with Disabilities Act of 1990, Public Law (P.L.) 101-336, which prohibits discrimination on the basis of disability and requires reasonable accommodation for persons with disabilities.
7. Chapter 409, F.S.
8. Rule 62-730.160, F.A.C. pertaining to standards applicable to generators of hazardous waste.
9. All applicable standards, orders or regulations issued pursuant to the Clean Air Act, 42 United States Code (U.S.C.) 7401 et seq.

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10. The Medicare-Medicaid Fraud and Abuse Act of 1978.
11. Other Federal omnibus budget reconciliation acts.
12. The Balanced Budget Act of 1997.
13. All regulations, guidelines, and standards as are now or may be lawfully adopted under the above statutes.

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

R. Equal Employment Opportunity (EEO) Compliance

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

S. Patents, Royalties, Copyrights, Right To Data and Sponsorship Statement

1. The Recipient, without exception, shall indemnify and hold harmless the Agency and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unattended invention, process, or article manufactured or supplied by the Recipient. The Recipient has no liability when such claim is solely and exclusively due to the combination, operation or use of any article supplied hereunder with equipment or data not supplied by the Recipient or is based solely and exclusively upon the Agency's alteration of the article.
2. The Agency will provide prompt written notification of a claim of copyright or patent infringement and shall afford the Recipient full opportunity to defend the action and control the defense. Further, if such a claim is made or is pending, the Recipient may, at its option and expense procure for the Agency the right to continue the use of, replace or modify the article to render it non-infringing (if none of the alternatives is reasonably available, the Agency agrees to return the article on request to the Recipient and receive reimbursement, if any, as may be determined by a court of competent jurisdiction).
3. If the Recipient brings to the performance of this Agreement a pre-existing patent, patent-pending and/or copyright, the Recipient shall retain all rights

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and entitlements to that pre-existing patent, patent-pending and/or copyright, unless this Agreement provides otherwise.

4. If the Recipient uses any design, device, or materials covered by letter, patent, or copyright, it is mutually agreed and understood without exception that the proposed prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work. Prior to the initiation of services under this Agreement, the Recipient shall disclose, in writing, all intellectual properties relevant to the performance of this Agreement which the Recipient knows, or should know, could give rise to a patent or copyright. The Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is so disclosed. Failure to disclose will indicate that no such property exists. The Agency will then have the right to all patents and copyrights which arise as a result of performance under this Agreement as provided in this section.
5. If any discovery or invention arises or is developed in the course of, or as a result of, work or services performed under this Agreement, or in any way connected herewith, the Recipient shall refer the discovery or invention to the Agency for a determination whether patent protection will be sought in the name of the State of Florida. Any and all patent rights accruing under or in connection with the performance of this Agreement are hereby reserved to the State of Florida. All materials to which the Agency is to have patent rights or copyrights shall be marked and dated by the Recipient in such a manner as to preserve and protect the legal rights of the Agency.
6. Recipients must seek prior approval from the Agency before distributing any form of advertisement/sponsorship materials regarding this Agreement to the public. The Recipient shall submit for review and approval to the Agency any written materials, including web-based materials and web site content, through funds from this Agreement at least thirty (30) calendar days, prior to the targeted dissemination date.
7. Where activities supported by this Agreement produce original writing, sound recordings, pictorial reproductions, drawings or other graphic representation and works of any similar nature, the Agency has the right to use, duplicate and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to have others acting on behalf of the Agency to do so. If the materials so developed are subject to copyright, trademark, or patent, legal title and every right, interest, claim, or demand of any kind in and to any patent, trademark or copyright, or application for the same, shall vest in the State of Florida, Department of State for the exclusive use and benefit of the State. Pursuant to Section 286.021, F.S., no person, firm, corporation, including parties to this Agreement shall be entitled to use the copyright, patent, or trademark without the prior written consent of the Florida Department of State.

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8. The Agency will have unlimited rights to use, disclose, or duplicate, for any purpose whatsoever, all information and data developed, derived, documented, or furnished by the Recipient.
9. Pursuant to Section 286.25, F.S., all non-governmental Recipients must assure that all notices, information pamphlets, press releases, advertisements, descriptions of the sponsorship of the program, research reports, and similar public notices prepared and released by the Recipient shall include the statement: **“Sponsored by RECIPIENT NAME and the State of Florida, Agency for Health Care Administration.”** If the sponsorship reference is in written material, the words, “State of Florida, Agency for Health Care Administration” shall appear in the same size letters or type as the name of the organization.
10. All rights and title to works for hire under this Agreement, whether patentable or copyrightable or not, shall belong to the Agency and shall be subject to the terms and conditions of this Agreement.
11. The computer programs, materials and other information furnished by the Agency to the Recipient hereunder shall be and remain the sole and exclusive property of the Agency, free from any claim or right of retention by or on behalf of the Recipient. The services and products listed in this Agreement shall become the property of the Agency upon the successful applicant’s performance and delivery thereof. The Recipient hereby acknowledges that said computer programs, materials and other information provided by the Agency to the Recipient hereunder, together with the products delivered and services performed by the Recipient hereunder, shall be and remain confidential and proprietary in nature to the extent provided by Chapter 119, F.S., and that the Recipient shall not disclose, publish or use same for any purpose other than the purposes provided in this Agreement; however, upon the Recipient first demonstrating to the Agency’s satisfaction that such information, in part or in whole, (1) was already known to the Recipient prior to its receipt from the Agency; (2) became known to the Recipient from a source other than the Agency; or (3) has been disclosed by the Agency to third parties without restriction, the Recipient shall be free to use and disclose same without restriction. Upon completion of the Recipient’s performance or otherwise cancellation or termination of this Agreement, the Recipient shall surrender and deliver to the Agency, freely and voluntarily, all of the above-described information remaining in the Recipient’s possession.
12. The Recipient warrants that all materials produced hereunder will be of original development by the Recipient and will be specifically developed for the fulfillment of this Agreement and will not knowingly infringe upon or violate any patent, copyright, trade secret or other property right of any third party, and the Recipient shall indemnify and hold the Agency harmless from and against any loss, cost, liability or expense arising out of any breach or claimed breach of this warranty.

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13. The terms and conditions specified in this section shall also apply to any sub-agreement made under this Agreement. The Recipient shall be responsible for informing the subrecipient of the provisions of this section and obtaining disclosures.

T. Final Invoice

The Recipient must submit the final invoice for payment to the Agency no more than sixty (60) calendar days after this Agreement ends or is terminated. If the Recipient fails to do so, all right to payment is forfeited and the Agency will not honor any requests submitted after the aforesaid time period. Any payment due under the terms of this Agreement may be withheld until all reports due from the Recipient and necessary adjustments thereto have been approved by the Agency.

U. Use of Funds for Lobbying Prohibited

To comply with the provisions of Section 216.347, F.S., which prohibits the expenditure of Agreement funds for the purpose of lobbying the Legislature, the judicial branch or a State agency.

V. Health Insurance Portability and Accountability Act

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

W. Confidentiality of Information

1. The Recipient shall not use or disclose any confidential information, including social security numbers that may be supplied under this Agreement pursuant to law, and also including the identity or identifying

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information concerning a Medicaid recipient or services under this Agreement for any purpose not in conformity with State and Federal laws, except upon written consent of the recipient, or his/her guardian.

2. All personally identifiable information, including Medicaid information, obtained by the Recipient shall be treated as privileged and confidential information and shall be used only as authorized for purposes directly related to the administration of this Agreement. The Recipient must have a process that specifies that patient-specific information remains confidential, is used solely for the purposes of data analysis or other Recipient responsibilities under this Agreement, and is exchanged only for the purpose of conducting a review or other duties outlined in this Agreement.
3. Any patient-specific information received by the Recipient can be shared only with those agencies that have legal authority to receive such information and cannot be otherwise transmitted for any purpose other than those for which the Recipient is retained by the Agency. The Recipient must have in place written confidentiality policies and procedures to ensure confidentiality and to comply with all Federal and State laws (including the HIPAA and HITECH Acts) governing confidentiality, including electronic treatment records, facsimile mail, and electronic mail).
4. The Recipient's subcontracts must explicitly state expectations about the confidentiality of information, and the subcontractor is held to the same confidentiality requirements as the Recipient. If provider-specific data are released to the public, the Recipient shall have policies and procedures for exercising due care in compiling and releasing such data that address statutory protections of quality assurance and confidentiality while assuring that open records requirements of Chapter 119, F.S., are met.
5. The Recipient and its subcontractors shall comply with the requirements of Section 501.171, F.S. and shall, in addition to the reporting requirements therein, report to the Agency any breach of personal information.
6. Any releases of information to the media, the public, or other entities require prior approval from the Agency.

X. Employment

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

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Y. Work Authorization Program

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

Z. Equipment and Vehicles

1. Reimbursement for the purchase of any vehicles and/or equipment is subject to specific approval from the Agency. The Agency is not responsible for reimbursement of any equipment and/or vehicle purchases made without prior approval of the Agency under the terms and conditions of this Agreement and **Attachment I**, Scope of Service, **Exhibit II**, Budget.
2. The Recipient affirms its commitment to using any equipment and/or vehicle purchased through this Agreement solely for the purposes of this Agreement and in accordance with **Attachment I**, Scope of Services, throughout the duration of this Agreement.
3. The Recipient is responsible for implementation of adequate maintenance procedures to keep the vehicle and/or equipment in good operating condition. Unless otherwise specified, standard maintenance schedules and procedures provided by the manufacturer(s) are to be followed.
4. The Recipient is responsible for any loss, damage, or theft of, and any loss, damage, or injury caused by the use of the vehicle and/or equipment purchased through this Agreement and held in the Recipient’s possession for use in this Agreement with the Agency.

AA. Reporting of Violations

Any determination by the Recipient that any aspect of health care practice by any provider that might have short-term or long-term detrimental consequences to the health of the recipients shall be reported in writing to the Agency within twenty-four (24) hours of identification. The Recipient shall also immediately report:

1. All instances of suspected physical or mental abuse of either adults or children, to the Agency Agreement Manager and to the Department of Children and Families (DCF) hotline at 1-800-962-2873; and

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2. All instances of suspected provider and/or recipient fraud to the Agency Agreement Manager and, if applicable, the Medicaid Program Integrity Unit at https://apps.ahca.myflorida.com/InspectorGeneral/fraud_complaintform.aspx or 1-866-966-7226.

BB. Order of Precedence

In the event of conflicts among documents that are part of this Agreement, resolution shall be made as follows:

1. Federally Funded Agreements

Services provided and federally funded under this Agreement shall be provided in accordance with the terms of this Agreement and the Recipient's Centers for Medicare and Medicaid Services (CMS) approved application. The order of precedence shall be as follows: (a) this Agreement, including all attachments and any subsequent amendments; and (b) the Recipient's CMS approved application.

2. State Funded Projects

Services provided and State funded under this Agreement shall be provided in accordance with the terms of this Agreement; its associated Request for Application (RFA), including all addenda and the Recipient's response including information provided through negotiations. In the event of any conflict between any provision of this Agreement or its associated RFA, including all addenda, the order of precedence shall be as follows: (a) this Agreement, including all its attachments and any subsequent amendments; (b) the associated RFA, including all addenda; and (c) the Recipient's response to the RFA including information provided through negotiations.

CC. Performance of Services

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

DD. Venue

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

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2. The Recipient (and its successors, including but not limited to its parent(s), affiliates, subsidiaries, subcontractors, assigns, heirs, administrators, representatives and trustees) acknowledges that this Agreement (including but not limited to exhibits, attachments, or amendments) is not a rule nor subject to rulemaking under Chapter 120 (or its successor) of the F.S. and is not subject to challenge as a rule or non-rule policy under any provision of Chapter 120, F.S.
3. This Agreement shall be delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision shall be found ineffective, then to the extent of such prohibition or invalidity, that provision shall be severed without invalidating the remainder of such provision or the remaining provisions of this Agreement.
4. The exclusive venue and jurisdiction for any action in law or in equity to adjudicate rights or obligations arising pursuant to or out of this Agreement for which there is no administrative remedy shall be the Second Judicial Circuit Court in and for Leon County, Florida, or, on appeal, the First District Court of Appeal (and, if applicable, the Florida Supreme Court). Any administrative hearings hereon or in connection herewith shall be held in Leon County, Florida.

EE. Federal/State Laws and Regulations

1. If this Agreement contains Federal Funds, the Recipient shall comply with the provisions of Federal law and regulations including, but not limited to Chapter 2 of the Code of Federal Regulations (CFR) and any other final or interim rules, and other applicable regulations.
2. No Federal Funds received in connection with this Agreement may be used by the Recipient, or agent acting for the Recipient, or subrecipient to influence legislation or appropriations pending before the Congress or any State legislature. If this Agreement contains Federal funding in excess of **\$100,000.00**, the Recipient must, prior to Agreement execution, complete **Attachment V**, Certification Regarding Lobbying. If a Disclosure of Lobbying Activities Form, Standard form is required, it may be obtained from the Agency's Agreement Manager. All disclosure forms as required by the Certification Regarding Lobbying form must be completed and returned to the Agency's Agreement Manager, prior to payment under this Agreement.
3. Pursuant to 2 CFR, Part 376, the Recipient must, upon Agreement execution, complete **Attachment IV**, Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion Agreements/Subcontracts.
4. If this Agreement contains State assistance, the Recipient shall comply with the provisions set forth in Section 215.971, F.S., to provide quantifiable

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units of deliverables, including reports, findings, and drafts, in writing and/or in an electronic format agreeable to both Parties, as specified in **Attachment I**, Scope of Services, to be received and accepted by the Agreement Manager prior to payment.

5. The Recipient shall comply with the provisions of Sections 11.062 and 216.347, F.S., which prohibit the expenditure of agreement funds for the purpose of lobbying the Legislature, judicial branch, or a State agency.
6. The Recipient shall submit bills for any travel expenses in accordance with Section 112.061, F.S. The Agency may establish rates lower than the maximum provided in Section 112.061, F.S.
7. The Recipient shall comply with all applicable Federal and State laws and regulations.

II. THE AGENCY HEREBY AGREES:

A. Agreement Amount

To pay for agreement services according to the conditions of **Attachment I**, Scope of Services, in an amount not to exceed **###,###**, subject to the availability of funds. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.

B. Agreement Term

This Agreement shall begin upon execution by both Parties or **START DATE**, (whichever is later) and end on **END DATE**, inclusive.

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

For Agreements approved through State Legislature and appropriated from the State's General Revenue funds, the availability for Agreement renewal is contingent upon the determination of the Legislature to appropriate and approve these funds for the next fiscal year. The Agency oversees the award, administration and distribution of current funds and is not responsible for determining the amount or availability of future funds.

If funds are appropriated to the Agency for Agreement renewal, the Agency's decision whether to approve or deny renewal will be based upon performance evaluation of the program(s) of the Recipient.

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C. Agreement Payment

Section 215.422, F.S., provides that agencies have five (5) business days to inspect and approve goods and services, unless bid specifications, Agreement or Purchase Order specifies otherwise. With the exception of payments to health care providers for hospital, medical, or other health care services, if payment is not available within forty (40) calendar days, measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved, a separate interest penalty set by the Comptroller pursuant to Section 55.03, F.S., will be due and payable in addition to the invoice amount. To obtain the applicable interest rate, please contact the Agency's Fiscal Section at (850) 412-3901, or utilize the Department of Financial Services website at www.myfloridacfo.com/aadir/interest.htm. Payments to health care providers for hospital, medical or other health care services, shall be made not more than thirty-five (35) calendar days from the date eligibility for payment is determined, and the daily interest rate is .0003333%. Invoices returned to a Recipient due to preparation errors will result in a payment delay. Invoice payment requirements do not start until a properly completed invoice is provided to the Agency. A Vendor Ombudsman, whose duties include acting as an advocate for Recipients who may be experiencing problems in obtaining timely payment(s) from a State agency, may be contacted at (850) 413-5516 or by calling the State Comptroller's Hotline, 1-800-848-3792.

III. THE RECIPIENT AND AGENCY HEREBY MUTUALLY AGREE:

A. Termination

1. Termination at Will

This Agreement may be terminated by the Agency upon no less than thirty (30) calendar days written notice, without cause, unless a lesser time is mutually agreed upon by both Parties. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.

2. Termination Due To Lack of Funds

In the event funds to finance this Agreement become unavailable, the Agency may terminate this Agreement upon no less than twenty four (24) clock hours' written notice to the Recipient. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. The Agency will be the final authority as to the availability of funds. The Recipient shall be compensated for all acceptable work performed up to the time notice of termination is received.

3. Termination for Breach

- a.** Unless the Recipient's breach is waived by the Agency in writing, the Agency may, by written notice to the Recipient, terminate this

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Agreement upon no less than twenty four (24) clock hours' written notice. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. If applicable, the Agency may employ the default provisions in Rule 60A-1.006(3), F.A.C.

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

B. Agreement Managers

1. The Agency's Agreement Manager's contact information is as follows:

NAME
Agency for Health Care Administration
2727 Mahan Drive MS ###
Tallahassee, Florida 32308
(###) ###-###

2. The Recipient's Agreement Manager's contact information is as follows:

NAME
ADDRESS
CITY, STATE, ZIP CODE
PHONE NUMBER

3. All matters shall be directed to the Agreement Managers for appropriate action or disposition. A change in Agreement Manager by either Party shall be reduced to writing through an amendment to this Agreement by the Agency.

C. Renegotiation or Modification

1. Modifications of provisions of this Agreement shall only be valid when they have been reduced to writing and duly signed during the term of this Agreement. The Parties agree to renegotiate this Agreement if Federal and/or State revisions of any applicable laws, or regulations make changes in this Agreement necessary.
2. The rate of payment and the total dollar amount may be adjusted retroactively to reflect price level increases and changes in the rate of payment when these have been established through the appropriations process and subsequently identified in the Agency's operating budget.

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D. Name, Mailing and Street Address of Payee

1. The name (Recipient name as shown on Page 1 of this Agreement) and mailing address of the official payee to whom the payment shall be made:

NAME
ADDRESS
CITY, STATE, ZIP CODE

2. The name of the contact person and street address where financial and administrative records are maintained:

NAME
ADDRESS
CITY, STATE, ZIP CODE

E. All Terms and Conditions

This Agreement and its attachments as referenced herein contain all the terms and conditions agreed upon by the Parties.

This Agreement is and shall be deemed jointly drafted and written by all Parties to it and shall not be construed or interpreted against the Party originating or preparing it. Each Party has the right to consult with counsel and has either consulted with counsel or knowingly and freely entered into this Agreement without exercising its right to counsel.

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IN WITNESS THEREOF, the Parties hereto have caused this **#### (##)** page Agreement, which includes any referenced attachments, to be executed by their undersigned officials as duly authorized. This Agreement is not valid until signed and dated by both Parties.

RECIPIENT NAME

**STATE OF FLORIDA, AGENCY FOR
HEALTH CARE ADMINISTRATION**

**SIGNED
BY:** _____

**SIGNED
BY:** _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

FEDERAL ID NUMBER (or SS Number for an individual): **###**

RECIPIENT FISCAL YEAR ENDING DATE: **###**

List of Attachments/Exhibits included as part of this Amendment:

Specify Type	Number	Description
Attachment	I	Scope of Services (## Pages)
Attachment	II	Special Audit Requirements (8 Pages)
Attachment	III	Business Associate Agreement (4 Pages)
Attachment	IV	Certification regarding Debarment, Suspension, Ineligibility, and Voluntary exclusion Agreements/Subcontracts (1 Page)
Attachment	VI	Certification Regarding Lobbying Certification for Contracts, Grants, Loans and Cooperative Agreements (1 Page)