

EXHIBIT A – SPECIAL PROVISIONS

The following provisions supplement or modify the provisions of Items 1 through 9 of the Integrated Standard Contract, as provided herein:

A-1. ENGAGEMENT, TERM AND CONTRACT DOCUMENT

1.1 Purpose and Contract Amount.

The Department is engaging the Provider for the purpose of providing Medicare & Medicaid cost report (HCFA) findings, drafts, typed written management letters, Medicare billing services specified in this contract provided to Florida State Hospital, Northeast Florida State Hospital, and South Florida State Hospital, as further described in Section 2 hereof, payable as provided in Section 3 hereof, in an amount not to exceed \$990,000.

1.2 Effective and Ending Dates.

This Contract shall be effective on July 1, 2018 or the last date executed by a party, whichever is later. The service performance period under this Contract shall commence on July 1, 2018 or the effective date of this Contract, whichever is later, and shall end at midnight, Eastern time, on June 30, 2021, subject to the survival of terms provisions of Section 7.4 hereof.

1.3 Contract Document.

This Contract is composed of Sections 1 through 7 hereof, as well as Exhibits A through F and Attachments 1 through 2 and any exhibits referenced in said attachments, together with any documents incorporated by reference, which contain all the terms and conditions agreed upon by the parties.

1.4.1 The definitions found in the Standard Contract Definitions, located at:

<http://www.dcfstate.fl.us/admin/contracts/docs/GlossaryofContractTerms.pdf> are incorporated into and made a part of this Contract. Additional definitions may be set forth in Exhibit A, Special Provisions.

1.4.2 The PUR 1000 Form is hereby incorporated into and made a part of this Contract. Sections 1.d., 2-4, 6, 8-13, 23, 27 and 31 of the PUR 1000 Form are not applicable to this Contract. In the event of any conflict between the PUR 1000 Form and any other terms or conditions of this Contract, such other terms or conditions shall take precedence over the PUR 1000 Form.

1.4.3 The terms of Exhibit A, Special Provisions, supplement or modify the terms of Sections 1 through 7 hereof, as provided therein.

1.4.4 In the event of a conflict between the provisions of the documents, the documents shall be interpreted in the following order of precedence:

- a. Exhibits A through F;
- b. Any documents incorporated into any exhibit by reference;
- c. This Standard Integrated Contract;
- d. Any documents incorporated into this Contract by reference.
- e. Attachments 1 through 2.

A-2. STATEMENT OF WORK

The Provider shall perform all tasks and provide units of deliverables, including reports, findings, and drafts, as specified in this Contract. Except for advances, if any, provided for in this Contract, these deliverables must be received and accepted by the Contract Manager in writing prior to payment, subject to subsequent audit and review and to the satisfaction of the Department. The Department's determination of acceptable services shall be conclusive. Department receipt of reports and other submissions by the Provider does not constitute acceptance thereof, which occurs only through a separate and express act of the Contract Manager. Unless otherwise provided in the procurement document, if any, or governing law, the Department reserves the right to increase or decrease the volume of services and to add tasks that are incidental or complimentary to the original scope of services. Except where the method of payment is

prescribed by law, compensation under Section 3 will be equitably adjusted by the Department to the extent that it prescribes a fixed price (previously called "fixed fee") payment method or does not provide a method of payment for added tasks.

2.1 Scope of Work.

The Scope of Work is described in Exhibit B.

2.2 Task List.

The Provider shall perform all tasks set forth in the Task List, found in Exhibit G, in the manner set forth therein

2.3 Deliverables.

Deliverables shall be as described in Exhibit D.

2.4 Performance Measures.

2.4.1 Performance Measures for Acceptance of Deliverables.

The performance measures for acceptance of deliverables are set forth in Exhibit D, Section D-1 - D-4.

2.4.2 Minimum Performance Measures.

To avoid contract termination, Provider's performance must meet the minimum performance standards set forth in Exhibit E, Minimum Performance Measures, Section E-1, regardless of any other performance measures in this Contract. By execution of this Contract, the Provider hereby acknowledges and agrees that its performance under the Contract must meet these Minimum Performance Measures and that it will be bound by the conditions set forth therein. If the Provider fails to meet these standards, the Department, at its exclusive option, may allow a reasonable period, not to exceed six (6) months, for the Provider to correct performance deficiencies. If performance deficiencies are not resolved to the satisfaction of the Department within the prescribed time, and if no extenuating circumstances can be documented by the Provider to the Department's satisfaction, the Department must terminate the Contract. The Department has the sole authority to determine whether there are extenuating or mitigating circumstances. The Provider further acknowledges and agrees that during any period in which the Provider fails to meet these standards, regardless of any additional time allowed to correct performance deficiencies, payment for deliverables may be delayed or denied and financial consequences may apply.

A-3. PAYMENT, INVOICE AND RELATED TERMS

The Department shall pay for services performed by the Provider during the service performance period of this Contract according to the terms and conditions of this Contract in an amount not to exceed that set forth in Section 1.1 hereof, subject to the availability of funds and satisfactory performance of all terms by the Provider. Except for advances, if any, provided for in this Contract, payment shall be made only upon written acceptance of all services by the Department and shall remain subject to subsequent audit or review to confirm contract compliance. The State of Florida's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Legislature. Any costs or services paid for under any other contract or from any other source are not eligible for payment under this Contract.

Invoices.

3.2.1 Generally

The Provider shall submit bills for fees or other compensation for services or expenses in sufficient detail for proper pre-audit and post-audit. Where itemized payment for travel expenses is permitted in this Contract, the Provider shall submit bills for any travel expenses in accordance with section 112.061, F.S., or at such lower rates as may be provided in this Contract.

3.2.2 Final Invoice

The final invoice for payment shall be submitted to the Department no more than 45 days after the Contract ends or is terminated. If the Provider fails to do so, all rights to payment are forfeited and the Department will not honor any requests submitted after the aforesaid time period. Any payment due under the terms of this Contract may be withheld until performance of services and all reports due from the Provider and necessary adjustments thereto, have been approved by the Department.

3.3 Financial Consequences.

If the Provider fails to perform in accordance with this Contract or perform the minimum level of service required by this Contract, the Department will apply financial consequences as provided for in Section 6.1 hereof. The parties agree that the penalties provided for CF Standard

under Section 6.1 hereof constitute financial consequences under sections 287.058(1)(h) and 215.971(1)(c), F.S. The foregoing does not limit additional financial consequences, which may include but are not limited to refusing payment, withholding payments until deficiency is cured, tendering only partial payments, applying payment adjustments for additional financial consequences or for liquidated damages to the extent that this Contract so provides, or termination of this Contract per Section 6.2.3 hereof and requisition of services from an alternate source. Any payment made in reliance on the Provider's evidence of performance, which evidence is subsequently determined to be erroneous, will be immediately due as an overpayment in accordance with Section 3.4 hereof, to the extent of such error.

3.4 Overpayments and Offsets.

The Provider shall return to the Department any overpayments due to unearned funds or funds disallowed that were disbursed to the Provider by the Department and any interest attributable to such funds. Should repayment not be made promptly upon discovery by the Provider or its auditor or upon written notice by the Department, the Provider will be charged interest at the lawful rate of interest on the outstanding balance until returned. Payments made for services subsequently determined by the Department to not be in full compliance with contract requirements shall be deemed overpayments. The Department shall have the right at any time to offset or deduct from any payment due under this or any other contract or agreement any amount due to the Department from the Provider under this or any other contract or agreement.

3.5 MyFloridaMarketPlace Transaction Fee.

This Contract is subject to the MyFloridaMarketPlace transaction fee.

A-4. GENERAL TERMS AND CONDITIONS GOVERNING PERFORMANCE

4.1 Compliance with Statutes, Rules and Regulations.

In performing its obligations under this Contract, the Provider shall without exception be aware of and comply with all State and Federal laws, rules and regulations relating to its performance under this Contract as they may be enacted or amended from time-to-time, including but not limited to those described in Exhibit A1, as well as any court or administrative order, judgment, settlement or compliance agreement involving the Department which by its nature affects the services provided under this Contract.

4.2 Independent Contractor, Subcontracting and Assignments.

4.2.1 In performing its obligations under this Contract, the Provider shall at all times be acting in the capacity of an independent contractor and not as an officer, employee, or agent of the State of Florida, except where the Provider is a State agency. Neither the Provider nor any of its agents, employees, subcontractors or assignees shall represent to others that it is an agent of or has the authority to bind the Department by virtue of this Contract, unless specifically authorized in writing to do so. This Contract does not create any right in any individual to State retirement, leave benefits or any other benefits of State employees as a result of performing the duties or obligations of this Contract.

4.2.2 The Provider shall take such actions as may be necessary to ensure that it and each subcontractor of the Provider will be deemed to be an independent contractor and will not be considered or permitted to be an officer, employee, or agent of the State of Florida. The Department will not furnish services of support (e.g., office space, office supplies, telephone service, secretarial or clerical support) to the Provider, or its subcontractor or assignee, unless specifically agreed to by the Department in this Contract. All deductions for social security, withholding taxes, income taxes, contributions to unemployment compensation funds and all necessary insurance for the Provider, the Provider's officers, employees, agents, subcontractors, or assignees shall be the sole responsibility of the Provider and its subcontractors. The parties agree that no joint employment is intended and that, regardless of any provision directing the manner of provision of services, the Provider and its subcontractors alone shall be responsible for the supervision, control, hiring and firing, rates of pay and terms and conditions of employment of their own employees.

4.2.3 The Provider shall not assign its responsibilities under this Contract to another party, in whole or part, without prior written approval of the Department, upon the Department's sole determination that such assignment will not adversely affect the public interest. No payment shall be made under this Contract to any factor or other person who has been assigned or transferred the right to receive payment in lieu of or on behalf of the Provider except upon full and faithful performance of the Provider's duties hereunder. Any assignment or transfer occurring without prior approval of the Department shall be null and void. The Provider shall not subcontract for any of the work contemplated under this Contract without prior written approval of the Department, which shall not be unreasonably withheld.

4.2.4 The State of Florida shall at all times be entitled to assign or transfer, in whole or part, its rights, duties, or obligations under this Contract to another government agency in the State of Florida or to a provider of the Department's selection, upon giving prior written notice to the Provider. In the event of assignment by either party, this Contract shall remain binding upon the lawful successors in interest of the Provider and the Department.

4.2.5 The Provider is responsible for all work performed and for all commodities produced pursuant to this Contract whether actually furnished by the Provider or by its subcontractors. Any subcontracts shall be evidenced by a written document. The Provider further agrees that the Department shall not be liable to the subcontractor in any way or for any reason relating to this Contract.

4.2.6 The Provider shall include, in all subcontracts (at any tier) the substance of all clauses contained in this Contract that mention or describe subcontract compliance, as well as all clauses applicable to that portion of the Providers performance being performed by or through the subcontract.

4.3 Provider Indemnity.

Section 19 of PUR 1000 Form shall apply per its terms, except that the phrase "arising from or relating to personal injury and damage to real or personal tangible property" in the first paragraph is replaced with "arising out of or by reason of the execution of this Contract or arising from or relating to any alleged act or omission by the Provider, its agents, employees, partners, or subcontractors in relation to this agreement," and the following additional terms will also apply:

4.3.1 If the Provider removes an infringing product because it is not reasonably able to modify that product or secure the Department the right to continue to use that product, the Provider shall immediately replace that product with a non-infringing

product that the Department determines to be of equal or better functionality or be liable for the Department's cost in so doing.

4.3.2 Further, the Provider shall indemnify the Department for all costs and attorney's fees arising from or relating to Provider's claim that a record contains trade secret information that is exempt from disclosure or the scope of the Provider's redaction of the record, as provided for under Section 5.3. hereof, including litigation initiated by the Department.

The Provider's inability to evaluate liability or its evaluation of liability shall not excuse its duty to defend and indemnify after receipt of notice. Only an adjudication or judgment after the highest appeal is exhausted finding the Department negligent shall excuse the Provider of performance under this provision, in which case the Department shall have no obligation to reimburse the Provider for the cost of its defense. If the Provider is an agency or subdivision of the State, its obligation to indemnify, defend and hold harmless the Department shall be to the extent permitted by section 768.28, F.S. or other applicable law, and without waiving the limits of sovereign immunity.

4.4 Insurance.

The Provider shall maintain continuous adequate liability insurance coverage during the existence of this Contract and any renewal(s) and extension(s) thereof. With the exception of a State agency or subdivision as defined by subsection 768.28(2), F.S., by execution of this Contract, the Provider accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for the Provider and the clients to be served under this Contract. Upon the execution of this Contract, the Provider shall furnish the Department written verification supporting both the determination and existence of such insurance coverage and shall furnish verification of renewal or replacement thereof prior to the expiration or cancellation. The Department reserves the right to require additional insurance as specified in this Contract.

4.5 Notice of Legal Actions.

The Provider shall notify the Department of potential or actual legal actions taken against the Provider related to services provided through this Contract or that may impact the Provider's ability to deliver the contractual services, or that may adversely impact the Department. The Department's Contract Manager will be notified within 10 days of Provider becoming aware of such actions or potential actions or from the day of the legal filing, whichever comes first.

4.6 Intellectual Property.

It is agreed that all intellectual property, inventions, written or electronically created materials, including manuals, presentations, films, or other copyrightable materials, arising in relation to Provider's performance under this Contract, and the performance of all of its officers, agents and subcontractors in relation to this Contract, are works for hire for the benefit of the Department, fully compensated for by the contract amount, and that neither the Provider nor any of its officers, agents nor subcontractors may claim any interest in any intellectual property rights accruing under or in connection with the performance of this Contract. It is specifically agreed that the Department shall

have exclusive rights to all data processing software falling within the terms of section 119.084, F.S., which arises or is developed in the course of or as a result of work or services performed under this Contract, or in any way connected herewith. Notwithstanding the foregoing provision, if the Provider is a university and a member of the State University System of Florida, then section 1004.23, F.S., shall apply.

4.6.1 If the Provider uses or delivers to the Department for its use or the use of its employees, agents or contractors, any design, device, or materials covered by letters, patent, or copyright, it is mutually agreed and understood that, except as to those items specifically listed in Exhibit A as having specific limitations, the compensation paid pursuant to this Contract includes all royalties or costs arising from the use of such design, device, or materials in any way involved in the work contemplated by this Contract. For purposes of this provision, the term "use" shall include use by the Provider during the term of this Contract and use by the Department its employees, agents or contractors during the term of this Contract and perpetually thereafter.

4.6.2 All applicable subcontracts shall include a provision that the Federal awarding agency reserves all patent rights with respect to any discovery or invention that arises or is developed in the course of or under the subcontract. Notwithstanding the foregoing provision, if the Provider or one of its subcontractors is a university and a member of the State University System of Florida, then section 1004.23, F.S., shall apply, but the Department shall retain a perpetual, fully-paid, nonexclusive license for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products.

4.7 Transition Activities.

Continuity of service is critical when service under this Contract ends and service commences under a new contract. Accordingly, when service will continue through another provider upon the expiration or earlier termination of this Contract, the Provider shall, without additional compensation, complete all actions necessary to smoothly transition service to the new provider. This includes but is not limited to the transfer of relevant data and files, as well as property funded or provided pursuant to this Contract. The Provider shall be required to support an orderly transition to the next provider no later than the expiration or earlier termination of this Contract and shall support the requirements for transition as specified in a Department-approved Transition Plan, which shall be developed jointly with the new provider in consultation with the Department.

4.8 Real Property.

Any State funds provided for the purchase of or improvements to real property are contingent upon the Provider granting to the State a security interest in the property at least to the amount of the State funds provided for at least five (5) years from the date of purchase or the completion of the improvements or as further required by law. As a condition of receipt of State funding for this purpose, the Provider agrees that, if it disposes of the property before the Department's interest is vacated, the Provider will refund the proportionate share of the State's initial investment, as adjusted by depreciation.

4.9 Publicity.

Without limitation, the Provider and its employees, agents, and representatives will not, without prior Departmental written consent in each instance, use in advertising, publicity or any other promotional endeavor any State mark, the name of the State's mark, the name of the State or any State agency or affiliate or any officer or employee of the State, or any State program or service, or represent, directly or indirectly, that any product or service provided by the Provider has been approved or endorsed by the State, or refer to the existence of this Contract in press releases, advertising or materials distributed to the Provider's prospective customers.

4.10 Sponsorship.

As required by section 286.25, F.S., if the Provider is a non-governmental organization which sponsors a program financed wholly or in part by State funds, including any funds obtained through this Contract, it shall, in publicizing, advertising, or describing the sponsorship of the program state: "Sponsored by (Provider's name) and the State of Florida, Department of Children and Families". If the sponsorship reference is in written material, the words "State of Florida, Department of Children and Families" shall appear in at least the same size letters or type as the name of the organization.

4.11 Employee Gifts.

The Provider agrees that it will not offer to give or give any gift to any Department employee during the service performance period of this Contract and for a period of two years thereafter. In addition to any other remedies available to the Department, any violation of this provision will result in referral of the Providers name and description of the violation of this term to the Department of Management Services for the potential inclusion of the Provider's name on the suspended vendors list for an appropriate period. The Provider will ensure that its subcontractors, if any, comply with these provisions.

4.12 Mandatory Reporting Requirements.

The Provider and any subcontractor must comply with and inform its employees of the following mandatory reporting requirements. Each employee of the Provider, and of any subcontractor, providing services in connection with this Contract who has any knowledge of a reportable incident shall report such incident as follows: 1) reportable incidents that may involve an immediate or impending impact on the health or safety of a client shall be immediately reported to the Contract Manager; and 2) other reportable incidents shall be reported to the Department's Office of Inspector General through the Internet at <http://www.dcf.statel.us/admin/ici/rotfraud1.shtml> or by completing a Notification/Investigation Request (Form CF 1934) and emailing the request to the Office of Inspector General at IG.Complaints@myfifamilies.com. The Provider and subcontractor may also mail the completed form to the Office of Inspector General, 1317 Winewood Boulevard, Building 5, 2nd Floor, Tallahassee, Florida, 32399-0700; or via fax at (850) 488-1428. A reportable incident is defined in Children and Families Operating Procedure (CFOP) 180-4, which can be obtained from the Contract Manager.

A-5. RECORDS, AUDITS AND DATA SECURITY

5.1 Records, Retention, Audits, Inspections and Investigations.

5.1.1 The Provider shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by the Department under this Contract.

5.1.2 Retention of all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this Contract shall be maintained by the Provider during the term of this Contract and retained for a period of six (6) years after completion of the Contract or longer when required by law. In the event an audit is required under this Contract, records shall be retained for a minimum period of six (6) years after the audit report is issued or until resolution of any audit findings or litigation based on the terms of this Contract, at no additional cost to the Department.

5.1.3 Upon demand, at no additional cost to the Department, the Provider will facilitate the duplication and transfer of any records or documents during the term of this Contract and the required retention period in Section 5.1.2 hereof.

5.1.4 These records shall be made available at all reasonable times for inspection, review, copying, or audit by Federal, State, or other personnel duly authorized by the Department.

5.1.5 At all reasonable times for as long as records are maintained, persons duly authorized by the Department and Federal auditors, pursuant to 45 Code of Federal Regulations (CFR) s. 92.36(i) (10), shall be allowed full access to and the right to examine any of the Provider's contracts and related records and documents, regardless of the form in which kept.

5.1.6 A financial and compliance audit shall be provided to the Department as specified in this Contract and in Attachment 1.

5.1.7 The Provider shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by The Office of the Inspector General (section 20.055, F.S.).

No record may be withheld nor may the Provider attempt to limit the scope of any of the foregoing inspections, reviews, copying, transfers or audits based on any claim that any record is exempt from public inspection or is confidential, proprietary or trade secret in nature; provided, however, that this provision does not limit any exemption to public inspection or copying to any such record.

5.2 Inspections and Corrective Action.

The Provider shall permit all persons who are duly authorized by the Department to inspect and copy any records, papers, documents, facilities, goods and services of the Provider which are relevant to this Contract, and to interview any clients, employees and subcontractor employees of the Provider to assure the Department of the satisfactory performance of the terms and conditions of this Contract. Following such review, the Department will deliver to the Provider a written report of its findings, and may direct the development, by the Provider, of a corrective action plan where appropriate. The Provider hereby agrees to timely correct all deficiencies identified in the Department's written report. This provision will not limit the Department's termination rights under Section 6.2.3 hereof.

5.3 Provider's Confidential and Exempt Information.

5.3.1 By executing this Contract, the Provider acknowledges that, having been provided an opportunity to review all provisions hereof, all provisions of this Contract not specifically identified in writing by the Provider prior to execution hereof as "confidential" or "exempt" will be posted by the Department on the public website maintained by the Department of Financial Services pursuant to section 215.985, F.S. The Provider agrees that, upon written request of the Department, it shall promptly provide to the
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Department a written statement of the basis for the exemption applicable to each provision identified by the Provider as "confidential" or "exempt", including the statutory citation to an exemption created or afforded by statute, and state with particularity the reasons for the conclusion that the provision is exempt or confidential.

5.3.2 Any claim by Provider of trade secret (proprietary) confidentiality for any information contained in Provider's documents (reports, deliverables or workpapers, etc., in paper or electronic form) submitted to the Department in connection with this Contract will be waived, unless the claimed confidential information is submitted in accordance with Section 5.3.2.a. hereof.

a. The Provider must clearly label any portion of the documents, data, or records submitted that it considers exempt from public inspection or disclosure pursuant to Florida's Public Records Law as trade secret. The labeling will include a justification citing specific statutes and facts that authorize exemption of the information from public disclosure. If different exemptions are claimed to be applicable to different portions of the protected information, the Provider shall include information correlating the nature of the claims to the particular protected information.

b. The Department, when required to comply with a public records request including documents submitted by the Provider, may require the Provider to expeditiously submit redacted copies of documents marked as trade secret in accordance with Section 5.3.2.a hereof. Accompanying the submission shall be an updated version of the justification under Section 5.3.2.a. hereof, correlated specifically to redacted information, either confirming that the statutory and factual basis originally asserted remain unchanged or indicating any changes affecting the basis for the asserted exemption from public inspection or disclosure. The redacted copy must exclude or obliterate only those exact portions

that are claimed to be trade secret. If the Provider fails to promptly submit a redacted copy, the Department is authorized to produce the records sought without any redaction of proprietary or trade secret information.

The Provider shall be responsible for defending its claim that each and every portion of the redactions of trade secret information are exempt from inspection and copying under Florida's Public Records Law.

5.4 Health Insurance Portability and Accountability Act.

The Provider certifies that neither it nor its subcontractors will have access to, receive or provide Protected Health Information within the meaning of the Health Insurance Portability and Accountability Act (42 U.S.C. s.1320d.) and the regulations promulgated thereunder (45 CFR Parts 160, 162, and 164) incidental to performance of this Contract.

In compliance with 45 CFR s.164.504(e), the Provider shall comply with the provisions of Attachment 2 to this Contract, governing the safeguarding, use and disclosure of Protected Health information created, received, maintained, or transmitted by the Provider or its subcontractors' incidental to the Provider's performance of this Contract.

5.5 Confidential Client and Other Information. Except as provided in this Contract, the Provider shall not use or disclose but shall protect and maintain the confidentiality of any client information and any other information made confidential by Florida law or Federal laws or regulations that is obtained or accessed by the Provider or its subcontractors' incidental to performance under this Contract.

5.6 Data Security. The Provider shall comply with the following data security requirements whenever the Provider or its subcontractors have access to Department data systems or maintain any client or other confidential information in electronic form:

5.6.1 An appropriately skilled individual shall be identified by the Provider to function as its Data Security Officer. The Data Security Officer shall act as the liaison to the Department's security staff and will maintain an appropriate level of data security for the information the Provider is collecting or using in the performance of this Contract. An appropriate level of security includes approving and tracking all Provider employees that request or have access to any Departmental data system or information. The Data Security Officer will ensure that user access to the data system or information has been removed from all terminated Provider employees.

5.6.2 The Provider shall provide the latest Departmental security awareness training to its staff who have access to departmental information.

5.6.3 All Provider employees who have access to Departmental information shall comply with, and be provided a copy of CFOP 50-2, and shall sign the DCF Security Agreement form CF 0114 annually. A copy of CF 0114 may be obtained from the Contract Manager.

5.6.4 The Provider shall make every effort to protect and avoid unauthorized release of any personal or confidential information by ensuring both data and mobile storage devices are encrypted as prescribed in CFOP 50-2. If encryption of these devices is not possible,

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then the Provider shall assure that unencrypted personal and confidential Departmental data will not be stored on unencrypted storage devices.

5.6.5 The Provider agrees to notify the Contract Manager as soon as possible, but no later than five (5) business days following the determination of any breach or potential breach of personal and confidential Departmental data.

5.6.6 The Provider shall at its own cost provide notice to affected parties no later than 45 days following the determination of any potential breach of personal or confidential Departmental data as provided in section 817.5681, F.S. The Provider shall also at its own cost implement measures deemed appropriate by the Department to avoid or mitigate potential injury to any person due to a breach or potential breach of personal and confidential Departmental data.

The Provider shall cause each of its subcontractors having access to Department data systems or maintaining any client or other confidential information in electronic form to comply with the provisions of this Section 5.6 and the term "Provider" shall be deemed to mean the subcontractor for such purposes.

A-6. PENALTIES, TERMINATION AND DISPUTE RESOLUTION

6.1 Financial Penalties for Failure to Take Corrective Action.

6.1.1 In accordance with the provisions of section 402.73(1), F.S., and Rule 65-29.001, F.A.C., corrective action plans may be required for noncompliance, nonperformance, or unacceptable performance under this Contract. Penalties may be imposed for failures to implement or to make acceptable progress on such corrective action plans.

6.1.2 The increments of penalty imposition that shall apply, unless the Department determines that extenuating circumstances exist, shall be based upon the severity of the noncompliance, nonperformance, or unacceptable performance that generated the need for corrective action plan. The penalty, if imposed, shall not exceed ten percent (10%) of the total contract payments during the period in which the corrective action plan has not been implemented or in which acceptable progress toward implementation has not been made. Noncompliance that is determined to have a direct effect on client health and safety shall result in the imposition of a ten percent (10%) penalty of the total contract payments during the period in which the corrective action plan has not been implemented or in which acceptable progress toward implementation has not been made.

6.1.3 Noncompliance involving the provision of service not having a direct effect on client health and safety shall result in the imposition of a five percent (5%) penalty. Noncompliance as a result of unacceptable performance of administrative tasks shall result in the imposition of a two percent (2%) penalty.

6.1.4 The deadline for payment shall be as stated in the Order imposing the financial penalties. In the event of nonpayment, the Department may deduct the amount of the penalty from invoices submitted by the Provider.

6.2 Termination.

6.2.1 In accordance with Section 22 of PUR 1000 Form, this Contract may be terminated by the Department without cause upon no less than thirty (30) calendar days' notice in writing to the Provider unless a sooner time is mutually agreed upon in writing.

6.2.2 In the event funds for payment pursuant to this Contract become unavailable, the Department may terminate this Contract upon no less than twenty-four (24) hours' notice in writing to the Provider. The Department shall be the final authority as to the availability and adequacy of funds.

6.2.3 In the event the Provider fails to fully comply with the terms and conditions of this Contract, the Department may terminate the Contract upon no less than twenty-four (24) hours (excluding Saturday, Sunday, and Holidays) notice in writing to the Provider. Such notice may be issued without providing an opportunity for cure if it specifies the nature of the noncompliance and states that provision for cure would adversely affect the interests of the State or is not permitted by law or regulation. Otherwise, notice of termination will be issued after the Provider's failure to fully cure such noncompliance within the time specified in a written notice of noncompliance issued by the Department specifying the nature of the noncompliance and the actions required to cure such noncompliance. In addition, the Department may employ the default provisions in Rule 60A-1.006(3), F.A.C., but is not required to do so in order to terminate the Contract. The Department's failure to demand performance of any provision of this Contract shall not be deemed a waiver of such performance. The Department's waiver of any one breach of any provision of this Contract shall not be deemed to be a waiver of any

other breach and neither event shall be construed to be a modification of the terms and conditions of this Contract. The provisions herein do not limit the Department's right to remedies at law or in equity.

6.2.4 Failure to have performed any contractual obligations under any other contract with the Department in a manner satisfactory to the Department will be a sufficient cause for termination. To be terminated under this provision, the Provider must have: (1) previously failed to satisfactorily perform in a contract with the Department, been notified by the Department of the unsatisfactory performance, and failed to timely correct the unsatisfactory performance to the satisfaction of the Department; or (2) had a contract terminated by the Department for cause, Termination shall be upon no less than twenty-four (24) hours' notice in writing to the Provider.

In the event of termination under Sections 6.2.1 or 6.2.2 hereof, the Provider will be compensated for any work satisfactorily completed through the date of termination or an earlier date of suspension of work per Section 21 of the PUR 1000.

6.3 Dispute Resolution.

Any dispute concerning performance of this Contract or payment hereunder shall be decided by the Department's Contract Manager, who shall reduce the decision to writing and provide a copy to the Provider. The decision shall be final and conclusive unless within twenty-one (21) calendar days from the date of receipt of the Contract Manager's decision, the Provider delivers to the Contract Manager a petition for alternative dispute resolution. After receipt of a petition for alternative dispute resolution the Department and the Provider shall attempt to amicably resolve the dispute through negotiations. Timely delivery of a petition for alternative dispute resolution and completion of the negotiation process shall be a condition precedent to any legal action by the Provider concerning this Contract. After timely delivery of a petition for alternative dispute resolution, the parties may employ any dispute resolution procedures described in the exhibits or other attachments, or mutually agree to an alternative binding or nonbinding dispute resolution process, the terms of which shall be reduced to writing and executed by both parties. Completion of such agreed process shall be deemed to satisfy the requirement for completion of the negotiation process. This provision shall not limit the parties' rights of termination under Section 6.2 hereof.

All notices provided under Section 6 shall be in writing on paper, physically sent to the person identified in Section 1.2.d hereof by U.S. Postal Service or any other delivery service that provides verification of delivery, or by hand delivery.

A-7. OTHER TERMS

7.1 Governing Law and Venue.

This Contract is executed and entered into in the State of Florida, and shall be construed, performed and enforced in all respects in accordance with Florida law, without regard to Florida provisions for conflict of laws. Courts of competent jurisdiction in Florida shall have exclusive jurisdiction in any action regarding this Contract and venue shall be in Leon County, Florida. Unless otherwise provided in any other provision or amendment hereof, any amendment, extension or renewal (when authorized) may be executed in counterparts as provided in Section 46 of the PUR 1000 Form.

7.2 No Other Terms.

There are no provisions, terms, conditions, or obligations other than those contained herein, and this Contract shall supersede all previous communications, representations, or agreements, either verbal or written between the parties.

7.3 Severability of Terms.

If any term or provision of this Contract is legally determined unlawful or unenforceable, the remainder of the Contract shall remain in full force and effect and such term or provision shall be stricken.

7.4 Survival of Terms.

The parties agree that, unless a provision of this Contract, its attachments or incorporated documents expressly states otherwise as to itself or a named provision, all provisions of this Contract concerning obligations of the Provider and remedies available to the Department are intended to survive the ending date or an earlier termination of this Contract. The Provider's performance pursuant to such surviving provisions shall be without further payment, as the contract payments received during the term of this Contract are consideration for such performance.

7.5 Modifications.

Modifications of provisions of this Contract shall be valid only when they have been reduced to writing and duly signed by both parties. 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 Department's operating budget.

7.6 Preferred Pricing Affidavit.

The Provider represents and warrants that the prices and terms for its services under this Contract are no less favorable to the Department than those for similar services under any existing contract with any other party. The Provider further agrees that, within 90 days of Provider entering into a contract or contract amendment or offering to any other party services similar to those under this Contract under prices or terms more favorable than those provided in this Contract, the Provider will report such prices and terms to the Department, which prices or terms shall be effective as an amendment to this Contract upon the Department's written acceptance thereof. Should the Department discover such other prices or terms, the same shall be effective as an amendment to this Contract retroactively to the earlier of the effective date of this Contract (for other contracts in effect as of that date) or the date they were first contracted or offered to the other party (for subsequent contracts, amendments or offers) and any payment in excess of such pricing shall be deemed overpayments. Provider shall submit an affidavit no later than July 31st of each year during the term of this Contract attesting that the Provider is in compliance with this provision, as required by section 216.0113, F.S.

7.7 Anticompetitive Agreements.

The Provider will not offer, enter into nor enforce any formal or informal agreement with any person, firm or entity under which the parties agree to refrain from competing for any future service contract or limit in any manner the ability of either party to obtain employment by or provide services to the Department or a provider of services to the Department.

7.8 Communications.

Except where otherwise provided in this Contract, communications between the parties regarding this Contract may be by any commercially reasonable means. Where this Contract calls for communication in writing, such communication includes email, and attachments thereto are deemed received when the email is received.

7.9 Accreditation.

The Department is committed to ensuring provision of the highest quality services to the persons we serve. Accordingly, the Department has expectations that where accreditation is generally accepted nationwide as a clear indicator of quality service, the majority of the Department's providers will either be accredited, have a plan to meet national accreditation standards, or will initiate a plan within a reasonable period of time.

7.10 Transitioning Young Adults.

The Provider understands the Department's interest in assisting young adults aging out of the dependency system. The Department encourages Provider participation with the local Community-Based Care Lead Agency Independent Living Program to offer gainful employment to youth in foster care and young adults transitioning from the foster care system.

7.11 DEO and Workforce Florida.

The Provider understands that the Department, the Department of Economic Opportunity, and Workforce Florida, Inc., have jointly implemented an initiative to empower recipients in the Temporary Assistance to Needy Families Program to enter and remain in gainful employment. The Department encourages Provider participation with the Department of Economic Opportunity and Workforce Florida.

7.12 Purchases by Other Agencies.

The Department of Management Services may approve this Contract as an alternate contract source pursuant to Rule 60A-1.047, Florida Administrative Code, if requested by another agency. Other State agencies may purchase from the resulting contract, provided that the Department of Management Services has determined that the contract's use is cost-effective and in the best interest of the State. Upon such approval, the Provider may, at its discretion, sell these commodities or services to additional agencies, upon the terms and conditions contained herein.

7.13 Client Risk Prevention.

If services to clients are to be provided under this contract, the Provider and any subcontractors shall, in accordance with the client risk prevention system, report those reportable situations listed in CFOP 215-6 in the manner prescribed in CFOP 215-6. The Provider shall immediately report any knowledge or reasonable suspicion of abuse, neglect, or exploitation of a child, aged person, or disabled adult to the Florida Abuse Hotline on the statewide toll-free telephone number (1-800-96ABUSE). As required by Chapters 39 and 415, F.S., this provision is binding upon both the Provider and its employees.

CF Standard

7.14 Emergency Preparedness Plan

If the tasks to be performed pursuant to this contract include the physical care or supervision of clients, the Provider shall, within thirty (30) days of the execution of this contract, submit to the Contract Manager an emergency preparedness plan which shall include provisions for records protection, alternative accommodations for clients in substitute care, supplies, and a recovery plan that will allow the Provider to continue functioning in compliance with the executed contract in the event of an actual emergency. For the purpose of disaster planning, the term "supervision" includes a child who is under the jurisdiction of a dependency court. Children may remain in

their homes, be placed in a non-licensed relative/non-relative home, or be placed in a licensed foster care setting. No later than twelve months following the Department's original acceptance of a plan and every twelve (12) months thereafter, the Provider shall submit a written certification that it has reviewed its plan, along with any modifications to the plan, or a statement that no modifications were found necessary. The Department agrees to respond in writing within thirty (30) days of receipt of the original or updated plan, accepting, rejecting, or requesting modifications. In the event of an emergency, the Department may exercise oversight authority over such Provider in order to assume implementation of agreed emergency relief provisions.

Contract terms used in this document can be found in the Florida Department of Children and Families Glossary of Contract Terms, which is incorporated herein by reference and maintained in the contract manager's file.

<http://www.dcf.state.fl.us/admincontracts/docs/GlossaryofContractTerms>

- (1) AHCA- Agency for Health Care Administration
- (2) Fiscal Year (FY) — State of Florida Fiscal Year begins July 1- ends June 30
- (3) FSH- Florida State Hospital(Chattahoochee) is a mental health treatment facility located at 100 N. Main St., Chattahoochee, Florida 32324
- (4) HCFS- Health Care Financing Administration, which is a part of the U.S. Department of Health and Human Services.
- (5) Intermediary- Florida Blue, who acts as an agent between HCFA and the Department of Children and Families.
- (6) Medicaid- A program jointly funded by the state and federal government that provides medical aid for people who are unable to finance their own medical expenses.
- (7) Medicare- A program under the Social Security Administration that provides medical care for the aged.
- (8) NEFSH- Northeast Florida State Hospital a mental health treatment facility located at 7487 South State Road 121, Macclenny, Florida 32063
- (9) SFSH- South Florida State Hospital is a mental treatment facility located at 800 East Cypress Dr., Pembroke Pines, Florida 33025.
- (10) TEFRA- Tax Equity and Fiscal Responsibility Act of 1982 CF Standard Integrated Contract 2016
- (11). DOH- Department of Health
- (12) Cost Report- Is a report prepared for each facility and includes the total cost of operations including Approved Operating Budget (AOB), expenses, and revenue.
- (14) Management Letter- This annual letter serves to update Northeast Florida State Hospital, Florida State Hospital, and South Florida State Hospital on any regulatory, financial, and systemic changes that will affect any or all facilities.
- (15) TITLE XIX- The Social Security Act established regulations for the Medicaid Program, which provides funding for medical and health-related services for persons with limited income.
- (16) TITLE XVII- Established regulations for the Medicare Program, which guarantees access to health insurance for all Americans, aged 65 and older, younger people with specific disabilities.
- (17) CARF - Commission Accreditation of Rehabilitation Facilities.

A-8. CLIENT SERVICES APPLICABILITY

This is a non-client contract.

CF Standard

Integrated Contract 2016

EXHIBIT B - SCOPE OF WORK

B-1. SCOPE OF SERVICE

The Provider must prepare Medicare and Medicaid Cost Reports (HCFA), Medicare Part A, B, C D billing, and Medicare Part A initiatives, Prior Year Actual Report (AHCA) for the fiscal years beginning July 1, 2018 through June 30, 2021 for each of the three (3) facilities listed below:

Florida State Hospital Administration Building 100 N, Main Street Chattahoochee, Florida 32324

Northeast Florida State Hospital 7487 South State Road 121 MacClenny, Florida 32065

South Florida State Hospital

800 E. Cypress Drive

Pembroke Pines, Florida 33025-4543

B-2. MAJOR CONTRACT GOALS

The Provider shall prepare cost reports for facilities listed in Section B-1., to assist those facilities in maintaining and increasing their Medicare and Medicaid revenues according to state and federal laws.

B-3. SERVICE AREA/LOCATIONS/TIMES

The Provider shall perform services at all three facilities listed in Section B-1. The Provider must be available to the Department's Contract Manager (at least through telephone and fax) Monday through Friday, from 8:00 AM to 4:30 PM, local time in Tallahassee, Florida, with the exception of state recognized holidays.

Changes in Location

The provider shall notify the Department in writing at a minimum of one week prior to making changes in location which will affect the Department's ability to contact the provider by telephone or facsimile.

B-4. CLIENTS TO BE SERVED

This is a non-client contract.

B-5. CLIENT ELIGIBILITY

This is a non-client contract.

B-6. CLIENT DETERMINATION

This is a non-client contract.

B-7. EQUIPMENT

The Provider will be responsible for supplying, at its own expense, all equipment necessary to perform and complete the terms of the contract including but not limited to computers, telephones, copier and fax machine including supplies and maintenance, as well as needed office supplies.

B-8. CONTRACT LIMITS

The Department shall pay the Provider for the delivery of service units provided in accordance with the terms of this contract for a total dollar amount not to exceed \$990,000 subject to the availability of funds for the period beginning July 1, 2018 through June 30, 2021.

EXHIBIT C - TASK LIST

The Provider shall perform all functions necessary for the proper delivery of services including, but not limited to, the following:

C-1. SERVICE TASKS

C-1.1 The Provider shall perform the following tasks.

C-1.1.1 Medicare and Medicaid cost report per the rules and regulations under Title XIX and Title XVII of the Security Act, and the Prior Year Actual Report (AHCA).

C-1.1.2 One cost report will be prepared for each licensed Unit within the three (3) facilities displayed in Section B-1. C-1.1.3 The report prepared for the Long-Term Care Unit at FSH (Skilled Nursing Facility) is filed on HRS Form 1542. C-1.1.4 Cost report for Nursing Homes participating in the Florida Medicaid Program. These reports shall be

typewritten and submitted to the Hospital Administrators in a timely manner as described in Section, for transmittal to Florida Blue and the Agency for Health Care Administration (AHCA) Medicaid Program Office, Cost Reimbursement Section.

C-1.1.5 The cost reports shall maximize reimbursement.

C-1.1.6 The provider shall submit cost reports electronically, as necessary, to satisfy HCFA requirement.

C-1.1.7 The cost reports filed with Medicare shall also be filed with Medicaid

C-1.1.8 Review of Part A existing billing processes with the goal to automate the processes.

C-1.1.10 Review of Part A Medical Record Documentation

C-1.1.11 Financial impact and proposed changes for Medicare Part A Services

C-1.2 The Provider shall include the following supplemental schedules and forms (unless HCFA regulations require alternative forms).

C-1.2.1 Medicare and Medicaid Cost Report Questionnaire

C-1.2.2 Cost Report Reimbursement Questionnaire

C-1.2.3 Physician schedule related to any current amendment under TEFRA.

C-1.2.4 Part B ancillary schedule

C-1.2.5 Detailed "bad debt" schedule including offset for actual beneficiary collections

C-1.2.6 Equipment and plant additions and relations analysis and depreciation reconciliation schedule; and Part B

Physician's schedule for hospital-based Physicians.

C-1.2.7 Part B physician schedule for hospital —based physicians

C-1.3

The Provider shall submit a typewritten management letter for all three facilities to each Hospital Administrator providing findings and recommendations developed during the cost report preparation. Each typewritten management written letter shall be specific to findings in each individual institution identified in Section B-1. The letters shall focus on areas where revenue collections could be increased, on suggested changes to better comply with current Medicare and Medicaid regulations, and on anticipated program changes which would impact future reimbursements.

C-1.4

The Provider shall provide representation at audit and exit conferences and any appeals hearing related to the cost reports.

C-1.5

The Provider shall be available to answer all questions concerning the completed reports and shall defend the reports in all matters until final acceptance by the Medicare/Medicaid intermediary. If any significant changes to the cost reports are required by the Intermediary within a year after submission, the provider shall make the necessary adjustment to the cost reports without additional cost to the Department.

CF Standard

C-1.6

The Provider shall review the proposed Medicare and Medicaid rates for consistency with cost reported on the Medicare/Medicaid cost report. If rates are not consistent with reasonable cost, the provider will recommend appropriate rate adjustments.

C-1.7

The Provider shall review the applicable cost report settlement for consistency with cost report schedules and amounts due the facility at the request of the facility.

C-1.8

The Provider shall provide one day (8 hours) of state wide training for facilities and headquarter staff at a central location on changes in or explanations of federal Medicare and Medicaid regulations and requirements (as necessary).

C-1.9

The Provider shall review all ancillary services to determine if all covered services are billed and reimbursed.

C-1.10

The Provider shall review and comment on property depreciation as reported within state programs; and, as indicated, make recommendations for development of alternative reporting and cost recognition of equipment depreciation expense historically allocated on a square footage basis.

C-1.11

The Provider shall review each hospital's Medicare billing in relation to reported services, completion of billing forms and recording.

C-1.12

The Provider shall review Medicare logs related to intermediary remittance schedule and billing in process as they affect reporting and settlements.

C-1.13

The Provider shall review records for complete recognition of any Medicaid disproportionate share incentives- as applied through the approved State Disproportionate Share Plan.

C-1.14

The Provider shall monitor Medicaid Reimbursement as follows:

C-1.14.1 Underpayment from the current Medicaid prospective payment system that cannot be credited to the state hospitals through their fiscal year end cost reports. Therefore, the Provider shall incorporate into the work plan a process for reviews of Medicaid rates and related reimbursement.

C-1.14.2 Prospective rates are calculated based on information that is developed from previous years cost reports. With time logged operational changes from previous experience in setting rates could have occurred (i.e., variations in total patient days, decertification of beds and significant increases in operating costs.) that could result in the Medicaid rate being understated. To ensure that the state owned and operated hospitals receive full Medicaid reimbursement within the scope of the contract, the services outlined below shall also be completed:

C-1.14.3 The provider shall review prospective rate calculations when submitted by Medicaid.

C-1.14.4 Where appropriate, the provider shall furnish rate analysis for each hospital with recommendations for requesting rate increases, if indicated.

C-1.15

In order to facilitate the review process and help ensure the accuracy and reasonableness of the cost report data, the Provider shall prepare a concise variance comparison analysis report which will summarize and compare the key reimbursement factors against the prior years' experience. The variance analysis procedure will also provide immediate benefits by highlighting potential intermediary audit items.

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C-1.15.1 The letter shall provide a summary of significant accounting, statistical, and reimbursement policies that have a direct influence on hospital Medicare and Medicaid revenue.

C-1.15.2 The letter shall concern itself with continued resource identification and recommendations to improve record keeping and internal control and increase collections. The objective would be to help to ensure compliance with reimbursement policies, reduce staff work effort and provide suggestions for additional reimbursement, if applicable.

C-1.16

The provider shall submit a work plan and schedule for development of the cost reports and management letters as required in the contract. The Schedule should also indicate projected dates for "on-site" work to be performed at each of the three facilities indicated in the contract. The provider shall identify in advance all required information that the facility will need to have available for the preparation of cost reports. Other elements of the work plan will include the following:

C-1.16.1 Submit to each facility a working schedule in order to minimize disruption of work and to assure that appropriate space and facilities are available to perform on-site task (s).

C-1.16.2 Submission of meeting agenda to advise each facility of progress and significant information developed during the on-site work that could be immediate operation value.

C-1.16.3 Initiate meetings with the Fiscal Intermediary and area Part B carrier, if indicated.

C-1.16.4 Notify hospital personnel and incorporate into the reporting process any recent changes in Medicare and Medicaid regulations and guidelines.

C-1.17

The provider shall provide informational assistance and implementation guidance relative to all changes in Medicare and Medicaid rules, laws, regulations, and guidelines that impact upon the state.

C-1.18

To the extent possible, the provider shall utilize already established reporting forms and procedures in order to obtain the necessary facility's cost and statistical data required for the preparation of the cost reports. This is intended to minimize the need for any additional reporting requirements on the part of the facilities and to benefit from the use of familiar reporting conventions. However, where indicated, the provider shall revise existing forms or provide new formats.

C-1.19

The provider shall aid the three (3) Mental Health Facilities listed in Section 8.1 of this contract in the review of existing billing processes for Medicare Part A with the goal to automate the processes, and the review of Medical Records Documentation and Financial Impact of Proposed changes of Medicare Part A.

C-1.20 Task Limits

The Provider shall not perform any tasks related to the project other than those described in Section 8.1a, without the express written consent of the Department.

C-2. ADMINISTRATIVE TASKS

C-2.1. Staffing

C-2.1.1 The Provider shall maintain an adequate administrative organizational structure and support staff sufficient to discharge its contractual responsibilities. In the event the department determines that the successful provider's staffing levels do not conform to those promised in the proposal, it shall advise the provider in writing and the provider shall have 30 days to remedy the identified staffing deficiencies.

C-2.1.2 The Provider shall replace any employee whose continued presence would be detrimental to the success of the project

CF Standard

as determined by the department with an employee of equal or superior qualifications. The department's contract manager shall exercise exclusive judgment in this matter.

C-2.2. Professional Qualifications

C-2.2.1 The Provider shall have past experience in Medicare and Medicaid cost reporting and past Medicare and Medicaid cost reporting experience in government and/or government owned or operated hospitals or other private Medicare and Medicaid facilities.

C-2.2.2 The Provider shall notify and obtain written approval from the Department of proposed personnel substitution. Written justifications shall include documentation of the circumstances requiring the changes and a list of the proposed substitutions in sufficient detail to permit evaluation of the impact of the project.

C-2.2.3 The Department, at its option, may agree to accept personnel of equal or superior qualifications in the event that circumstances necessitate the replacement of previously assigned personnel. Any such substitution shall be made only after consultation with the Department staff.

C-2.3. Subcontracting

The Provider may, only with the prior written consent of the Department, enter into written subcontract(s) for performance of certain functions under the contract. No subcontract which the provider enters into with respect to performance under this contract shall in any way relieve the provider of any responsibility for performance of its duties. All Payments to subcontractors shall be made by the Provider.

C-2.4. Records and Documentation

To the extent that information is used in the performance of the resulting contract or generated as a result of it, and to the extent that information meets the definition of "public record" as defined in subsection 119.011 (1), F.S., said information is hereby declared to be and is hereby recognized by the parties to be a public record and absent a provision of law or administrative rule or regulation requiring otherwise, shall be made available for inspection and copying by any interested person upon request as provided in Chapter 119, F.S., or otherwise. It is expressly understood that the provider's refusal to comply with Chapter 119, F.S. shall constitute an immediate breach of the contract which results from this contract which entitles the department to unilaterally cancel the contract agreement. The provider will be required to promptly notify the department of any requests made for public records.

Unless a greater retention period is required by state or federal law, all documents pertaining to the Medicare/ Medicaid Part D programs shall be retained by the provider for a period of six years after the termination of the resulting contract or longer as may be required by any renewal or extension of the contract.

During the record retention period, the provider shall furnish, when requested to do so, all documents pertaining to Medicare/Medicaid Cost Reporting and Medicare Part D required to be retained. Submission of such Medicare/Medicaid Cost Reporting documents must be in the departments standard word processing format. If this standard should change, it will be no cost to the department, without necessity for translation. Medicare Part D reports will be provided in Data files will be provided in a format readable by the department, without the necessity for Translation.

The Provider agrees to maintain the confidentiality of all records required by law or administrative rule to be protected from disclosure. The Provider further agrees to hold the department harmless from any claim or damage including reasonable attorneys fee and cost or from any claim or damage imposed as a result of an improper disclosure by the provider of confidential records whether public record or not and will be required to promise to defend the department against the same at its expense. The provider shall maintain all records required to be maintained pursuant to the resulting contract in such manner as to be accessible by the department upon demand. Where permitted under applicable law, access by the public shall be permitted without delay.

C-2.5 Reports (programmatic and to support payment)

Where the contract requires the delivery of reports to the department, mere receipt by the department shall not be construed to mean or imply acceptance of those reports. It is specifically intended by the parties that acceptance of required reports shall constitute as separate act. The department, at its option, may allow additional time within which the provider may remedy the objections noted by the department or the department may, after having given the provider a reasonable opportunity to complete, make adequate or acceptable, and declare this agreement to be in default.

Reporting Title	Reporting Frequency	Report Due Date	Number of Copies	Address(es) to receive report
AHCA Cost Containment Report	Annual	November 30 th of each FY through June 30, 2021	TBD	AHCA Medicaid Program Office 2727 Mahan Drive Tallahassee, FL 32308
Cost Reports submitted to DCF Hospital Administrators (Refer to Section B-1)	Annual	November 30 th of each FY through June 30, 2021	TBD	DCF Hospital Administrators (Refer to Section B-1)
Cost Reports sent to Florida Blue and AHCA	Annual	November 30 th of each FY through June 30, 2021	TBD	Blue Cross/ Blue Shield of FL, Interim Rates and Tentative Settlements P.O. Box 1798 Jacksonville, FL 32232
Management letter sent to DCF Hospital Administrators (Refer to Section B-1)	Annual	December 1st of each FY through June 30, 2021	TBD	DCF Hospital Adult Mental Health Administrators (Refer to Section B-1)
Properly Completed Invoice submissions	Quarterly	The 15 th of the month following each quarterly month of services	One	DCF Contract Manager NESFH, 7487 South State Road 121, Macclenny, Florida 32063

C-2.5.1 Medicare and Medicaid Cost Reports

The provider shall provide copies to the department of each Pharmacy Benefit Manager (PBM) and PDP under which LTC Pharmacies may participate.

PCG as project manager of the Medicare Part A, B, C, D Billing Initiative will provide a series of reports which shall include, but not limited to be the following:

Reporting Title	Reporting Frequency	Report Due Date	Number of Copies	Address(es) to receive report
Cycle Billing Reports	Each Billing Cycle (28 days)	14 days after the conclusion of each cycle	As many as necessary distributed electronically	Ricky.Goodman@myflfamilies.com
Rejection Management Reports	Each Billing Cycle (28 days)	14 days after the conclusion of each cycle	As many as necessary distributed electronically	Ricky.Goodman@myflfamilies.com
Payer Reports	Each Billing Cycle (28 days)	14 days after the conclusion of each cycle	As many as necessary, distributed electronically	Ricky.Goodman@myflfamilies.com

C-2.6 Provider Responsibilities

Provider Unique Activities. The provider is solely and uniquely responsible for the satisfactory performance of the tasks described in Exhibit C. By execution of this contract the provider recognizes its singular responsibility for the tasks, activities, and deliverables described herein and warrants that it has fully informed itself of all relevant factors affecting accomplishment of the tasks, activities, and deliverables and agrees to be fully accountable for the performance thereof.

C-2.7 Coordination with Other Providers/Entities- The provider will submit Medicare and Medicaid Cost Reports to Florida Blue and the Agency for Health Care Administration (AHCA) Medicaid Program Office, Cost Reimbursement Section. The provider shall submit cost of coordination with other entities does not release the provider from any accountability for tasks or services which the provider is obligated to perform pursuant to this contract.

C-2.8 Department Responsibilities- Department Obligations. Stated below are information items that the Department will provide to the provider during the period of the contract.

C-2.8.1- Cost Reporting Document Availability- Copies of the cost reports for the previous year are available for inspection at each facility.

C-2.8.2 -The facilities have on hand substantial back-up documentation for the reports.

C-2.8.3 -Accounting System and Data Collection- The cost of reports will be prepared from unaudited information. The Auditor General for the State of Florida includes the facilities in its annual audit of the department.

C-2.8.4- The facilities use the Florida Accounting Information Resource Subsystem (FLAIR).

C-2.8.5 -The information needed for cost reports will be provided regarding expenditures certified forward, as well as any required adjustments. The certified forward information will be available prior to contract execution.

C-2.8.6- The FLAIR records and all other required data are available at each facility

C-2.8.7 -Department fiscal staff will provide the assistance required to obtain the information.

C-2.8.8 -Medicare and Medicaid logs are maintained on a current basis. The facility staff will do the required reconciliations C-2.8.9 - Forms- Cost report forms will be provided by each facility.

C-2.8.10- The provider shall indicate to facility staff if any forms are missing, so that they may procure forms from Medicare or request the necessary extensions if Medicare fails to provide the requested forms.

C-2.9 Department Determinations• The department reserves the exclusive right to make certain determinations in these specifications. The absence of the Department setting forth a specific reservation of rights does not mean that all areas of the contract are subject to mutual agreement. The Department reserves the right to make any and all determinations exclusively which deems are necessary to protect the best interests of the State of Florida and the health, safety, and welfare of the clients who are served by the Department either directly or through any one of its contracted providers.

C-2.10 Monitoring Requirements- The provider must comply with the requirements of the Department's Standard Contract, with regards to monitoring by the Department. The provider agrees to fully cooperate with the Department in the conduct of both performance audits and financial audits (See additional monitoring requirements in Section A1-17 and Attachment 1).

C-3. STANDARD CONTRACT REQUIREMENTS Provider will perform all acts required by Sections 4, 5, and 7 of the Standard Contract.

EXHIBIT D – DELIVERABLES

D-1.

A unit of service is fees for services provided in the processing Medicare Part D Pharmacy billing for each fiscal year beginning July 1, 2018 through June 30, 2021, for the adult mental health treatment facility located at Florida State Hospital as listed in Section B-1.

A unit of services is fees for services provided in the processing Medicare Part D Pharmacy billing for each fiscal year beginning July 1, 2018 through June 30, 2021, for the adult mental health treatment facility located at Northeast Florida State Hospital listed in Section B-1.

A unit of service is fees for services provided in the processing Medicare Part D Pharmacy billing for each fiscal year beginning July 1, 2018 through June 30, 2021, for the adult mental health treatment facility located at South Florida State Hospital listed in Section B-1.

D-2.

A second unit of service is for Medicare/Medicaid Cost reporting, consulting services and written Management Letter for each fiscal year, for the adult mental health treatment facility located at Florida State Hospital listed in Section B-1.

A second unit of service is for Medicare/Medicaid Cost reporting, consulting services and written Management Letter for each fiscal year, for the adult mental health treatment facility located at Northeast Florida State Hospital listed in Section B-1.

A second unit of service is for Medicare/Medicaid Cost reporting, consulting services and written Management Letter for each fiscal year for the adult mental health treatment facility located at South Florida State Hospital listed in Section B-1.

D-3. Delivery of Medicare /Medicaid Cost Reports and Invoices to the Department shall meet the timeline set forth in Section C-2.5, for all three-adult mental health treatment facilities listed in Section B-1.

D-4. Delivery of revenue operation assessments and consulting services for Medicare Part A, B,C,D billing to include but not limited to reviewing of existing billing processes with the goal to automate the processes. Review of Medical Record Documentation, and develop detailed implementation plan.

EXHIBIT E – MINIMUM PERFORMANCE MEASURES

E-1 Minimum Performance Measures

E-1.1 Performance Measures — 100% of Deliverables will be received and accepted by each of the three-adult mental health

facilities Hospital Administrators no later than the due date per Section C-2.5.

E-1.2 No Description of Performance Measurement Terms

E-2 Performance Evaluation Methodology

Deliverable Accepted

= Performance measure %

Deliverable Submitted

described in Exhibit D1 with reports as outlined in Section C-2.5.2	three Facilities listed in B-1 to be billed on a quarterly basis		
Annual Medicare/ Medicaid Cost Report, consulting services and Management Letter for three (3) Mental Health Facilities listed in Section B-1	\$ 51,607.00 per unit EXHIBIT F - METHOD OF PAYMENT	1	\$51,607.00

1. Invoicing requirements and documentation. The fees must be supported by allowable costs in accordance with the U.S. Office of Management and Budget Circular No. A-87
2. The Department will make payment to the Provider subject to the availability of funds.
3. For Annual Medicare/Medicaid Cost Reporting, payment of 90 percent of the fee shall be made upon the Provider's submitting an invoice certifying that cost reports have been completed and submitted to the intermediary, and have been approved and accepted by the contract manager. The remaining 10 percent shall be paid upon submission and acceptance of typewritten management letters to the facility Hospital Administrators and contract manager, upon settlement of the cost report by the intermediary, and upon confirmation of audited acceptance of the cost reports by the intermediary. This final invoice is to be submitted for payment to the Department no more than 90 days after the contract ends or is terminated.
4. For Medicare Part A, B, C, D billing services, the Provider shall request payment on a quarterly basis through submission of a properly completed invoice, and supporting documentation within fifteen (15) calendar days following the end of the quarter for which payment is being requested. Invoices must be submitted to the contract manager and contain sufficient identifying information for a pre-audit and post-audit, thereof.
5. For Hourly Consulting Services, the Provider shall request payment on a quarterly basis through submission of a completed invoice, and supporting documentation within fifteen (15) calendar days following the end of the month for which payment is being requested. Invoices must be submitted to the contract manager and contain sufficient identifying information for a pre-audit and post-audit, thereof.
6. Payments may be authorized only for service units on the invoice, which are in accordance with the above and other terms and conditions of this contract. The service units for which payment is requested may not either by themselves, or cumulatively by totaling service units on previous invoices, exceed the total number of units authorized by this contract.

ATTACHMENT 1

The administration of resources awarded by the Department of Children & Families to the provider may be subject to audits as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised, the department may monitor or conduct oversight reviews to evaluate compliance with contract, management and programmatic requirements. Such monitoring or other oversight procedures may include, but not be limited to, on-site visits by department staff, limited scope audits as defined by OMB Circular A-133, as revised, or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures deemed appropriate by the department. In the event the department determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the department regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the department's inspector general, the state's Chief Financial Officer or the Auditor General.

AUDITS

PART I: FEDERAL REQUIREMENTS

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

In the event the recipient expends \$500,000 or more in Federal awards during its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. The recipient agrees to provide a copy of the single audit to the Department's Single Audit Unit and its contract manager. In the event the recipient expends less than \$500,000 in Federal awards during its fiscal year, the recipient agrees to provide certification to the Department's Single Audit Unit and its contract manager that a single audit was not required. In determining the Federal awards expended during its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department of Children & Families, Federal government (direct), other state agencies, and other non-state entities. The determination of amounts of Federal awards expended should be in accordance with guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part. In connection with the above audit requirements, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

The schedule of expenditures should disclose the expenditures by contract number for each contract with the department in effect during the audit period. The financial statements should disclose whether or not the matching requirement was met for each applicable contract. All questioned costs and liabilities due the department shall be fully disclosed in the audit report package with reference to the specific contract number.

Single Audit Information for Recipients of Recovery Act Funds:

- (a) To maximize the transparency and accountability of funds authorized under the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5) (Recovery Act) as required by Congress and in accordance with 2 CFR 215.21 "Uniform Administrative Requirements for Grants and Agreements" and OMB Circular A-102 Common Rules provisions, recipients agree to maintain records that identify adequately the source and application of Recovery Act funds. OMB Circular A-102 is available at <http://www.whitehouse.gov/omb/circulars/a102/a102.html>.

For recipients covered by the Single Audit Act Amendments of 1996 and OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," recipients agree to separately identify the expenditures for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF—SAC) required by OMB Circular A-133. OMB Circular A-133 is available at <http://www.whitehouse.gov/omb/circulars/a133/a133.html>. This shall be accomplished by identifying expenditures for Federal awards made under the Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF—SAC by CFDA number, and inclusion of the prefix "ARRA-" in identifying the name of the Federal program on the SEFA.

Recipients agree to separately identify to each subrecipient, and document at the time of sub award and at the time of disbursement of funds, the Federal award number, CFDA number, and amount of Recovery Act funds. When a recipient awards Recovery Act funds for an existing program, the information furnished to subrecipients shall distinguish the sub awards of incremental Recovery Act funds from regular sub awards under the existing program.

Recipients agree to require their subrecipients to include on their SEFA information to specifically identify Recovery Act funding similar to the requirements for the recipient SEFA described above. This information is needed to allow the recipient to properly monitor subrecipient expenditure of ARRA funds as well as oversight by the Federal awarding agencies, Offices of Inspector General and the Government Accountability Office.

PART II: STATE REQUIREMENTS

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

In the event the recipient expends \$500,000 or more in state financial assistance during its fiscal year, the recipient must have a State single or project-specific audit conducted in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. The recipient agrees to provide a copy of the single audit to the Department's Single Audit Unit and its contract manager. In the event the recipient expends less than \$500,000 in State financial assistance during its fiscal year, the recipient agrees to provide certification to the Department's Single Audit Unit and its contract manager that a single audit was not required. In determining the state financial assistance expended during its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Children & Families, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

In connection with the audit requirements addressed in the preceding paragraph, the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 or 10.650, Rules of the Auditor General.

The schedule of expenditures should disclose the expenditures by contract number for each contract with the department in effect during the audit period. The financial statements should disclose whether or not the matching requirement was met for each applicable contract. All questioned costs and liabilities due the department shall be fully disclosed in the audit report package with reference to the specific contract number.

PART III: REPORT SUBMISSION

Any reports, management letters, or other information required to be submitted to the department pursuant to this agreement shall be submitted within 180 days after the end of the provider's fiscal year or within 30 days of the recipient's receipt of the audit report, whichever occurs first, directly to each of the following unless otherwise required by Florida Statutes:

Contract manager for this contract (1 copy)

Department of Children & Families (1 electronic copy and management letter, if issued)

Office of the Inspector General Single Audit Unit

Building 5, Room 237

1317 Winewood Boulevard Tallahassee, FL 32399-0700

Email address: singleaudit@dcf.state.fl.us

Reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by Part I of this agreement shall be submitted, when required by Section .320(d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to the Federal Audit Clearinghouse using the Federal Audit Clearinghouse's Internet Data Entry System at: <http://harvester.census.gov/fae/collect/ddeindex.html> and other Federal agencies and pass-through entities in accordance with Sections .320(e) and (f), OMB Circular A-133, as revised.

Copies of reporting packages required by Part II of this agreement shall be submitted by or on behalf of the recipient directly to the following address:

Auditor General

Local Government Audits/342 Claude Pepper Building, Room 401 111 West Madison Street

Tallahassee, Florida 32399-1450

Email address: flaudgen_localgovt@aud.state.fl.us

Providers, when submitting audit report packages to the department for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit or for-profit organizations), Rules of the Auditor General, should include, when available, correspondence from the auditor indicating the date the audit report package was delivered to them. When such correspondence is not available, the date that the audit report package was delivered by the auditor to the provider must be indicated in correspondence submitted to the department in accordance with Chapter 10.558(3) or Chapter 10.657(2), Rules of the Auditor General.

PART IV: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of this agreement for a period of six years from the date the audit report is issued and shall allow the department or its designee, Chief Financial Officer or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the department or its designee, Chief Financial Officer or Auditor General upon request for a period of three years from the date the audit report is issued, unless extended in writing by the department.

ATTACHMENT 2

This Attachment contains the terms and conditions governing the Provider's access to and use of Protected Health Information and provides the permissible uses and disclosures of protected health information by the Provider, also called "Business Associate."

Section 1. Definitions

1.1 Catch-all definitions:

The following terms used in this Attachment shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

1.2 Specific definitions:

1.2.1 "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and for purposes of this Attachment shall specifically refer to the Provider.

1.2.2 "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and for purposes of this Attachment shall refer to the Department.

1.2.3. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

1.2.4. "Subcontractor" shall generally have the same meaning as the term "subcontractor" at 45 CFR § 160.103 and is defined as an individual to whom a business associate delegates a function, activity, service, other than in the capacity of a member of the workforce of such business associate.

Section 2. Obligations and Activities of Business Associate

2.1 Business Associate agrees to:

2.1.1 Not use or disclose protected health information other than as permitted or required by this Attachment or as required by law;

2.1.2 Use appropriate administrative safeguards as set forth at 45 CFR § 164.308, physical safeguards as set forth at 45 CFR § 164.310, and technical safeguards as set forth at 45 CFR § 164.312; including, policies and procedures regarding the protection of PHI and/or ePHI set forth at 45 CFR § 164.316 and the provisions of training on such policies and procedures to applicable employees, independent contractors, and volunteers, that reasonably and appropriately protect the confidentiality, integrity, and availability of the PHI and/or ePHI that the Provider creates, receives, maintains or transmits on behalf of the Department;

2.1.3 Acknowledge that (a) the foregoing safeguards, policies and procedures requirements shall apply to the Business Associate in the same manner that such requirements apply to the Department, and (b) the Business Associate's and their Subcontractors are directly liable under the civil and criminal enforcement provisions set forth at Section 13404 of the HITECH Act and section 45 CFR § 164.500 and 164.502(E) of the Privacy Rule (42 U.S.C. 1320d-5 and 1320d-6), as amended, for failure to comply with the safeguards, policies and procedures requirements and any guidance issued by the Secretary of Health and Human Services with respect to such requirements;

- 2.1.4 Report to covered entity any use or disclosure of protected health information not provided for by this Attachment of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR 164.410, and any security incident of which it becomes aware;
- 2.1.5 Notify the Department's Security Officer, Privacy Officer and the Contract Manager as soon as possible, but no later than five (5) business days following the determination of any breach or potential breach of personal and confidential departmental data;
- 2.1.6 Notify the Privacy Officer and Contract Manager within (24) hours of notification by the US Department of Health and Human Services of any investigations, compliance reviews or inquiries by the US Department of Health and Human Services concerning violations of HIPAA (Privacy, Security Breach).
- 2.1.7 Provide any additional information requested by the Department for purposes of investigating and responding to a breach;
- 2.1.8 Provide at Business Associate's own cost notice to affected parties no later than 45 days following the determination of any potential breach of personal or confidential departmental data as provided in section 817.5681, F.S.;
- 2.1.9 Implement at Business Associate's own cost measures deemed appropriate by the Department to avoid or mitigate potential injury to any person due to a breach or potential breach of personal and confidential departmental data;
- 2.1.10 Take immediate steps to limit or avoid the recurrence of any security breach and take any other action pertaining to such unauthorized access or disclosure required by applicable federal and state laws and regulations regardless of any actions taken by the Department;
- 2.1.11 In accordance with 45 CFR I 64.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the business associate agree to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information. Business Associate's must attain satisfactory assurance in the form of a written contract or other written agreement with their business associate's or subcontractor's that meets the applicable requirements of 164.504(e)(2) that the Business Associate or Subcontractor will appropriately safeguard the information. For prior contracts or other arrangements, the provider shall provide written certification that its implementation complies with the terms of 45 CFR 164.532(d);
- 2.1.12 Make available protected health information in a designated record set to covered entity as necessary to satisfy covered entity's obligations under 45 CFR 164.524;
- 2.1.13 Make any amendment(s) to protected health information in a designated record set as directed or agreed to by the covered entity pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy covered entity's obligations under 45 CFR 164.526;
- 2.1.14 Maintain and make available the information required to provide an accounting of disclosures to the covered entity as necessary to satisfy covered entity's obligations under 45 CFR 164.528;

- 2.1.15 To the extent the business associate is to carry out one or more of covered entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the covered entity in the performance of such obligation(s); and
- 2.1.16 Make its internal practices, books, and records available to the Secretary of the U.S. Department of Health and Human Services for purposes of determining compliance with the HIPAA Rules.

Section 3. Permitted Uses and Disclosures by Business Associate

3.1 The Business associate may only use or disclose protected health information covered under this Attachment as listed below:

- 3.1.1 The Business Associate may use and disclose the Department's PHI and/or ePHI received or created by Business Associate (or its agents and subcontractors) in performing its obligations pursuant to this Attachment.
- 3.1.2 The Business Associate may use the Department's PHI and/or ePHI received or created by Business Associate (or its agents and subcontractors) for archival purposes.
- 3.1.3 The Business Associate may use **PHI** and/or ePHI created or received in its capacity as a Business Associate of the Department for the proper management and administration of the Business Associate, if such use is necessary (a) for the proper management and administration of Business Associate or (b) to carry out the legal responsibilities of Business Associate.
- 3.1.4 The Business Associate may disclose PHI and/or **ePHI** created or received in its capacity as a Business Associate of the Department for the proper management and administration of the Business Associate if (a) the disclosure is required by law or (b) the Business Associate (1) obtains reasonable assurances from the person to whom the PHI and/or ePHI is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person and (2) the person agrees to notify the Business Associate of any instances of which it becomes aware in which the confidentiality and security of the PHI and/or ePHI has been breached.
- 3.1.5 The Business Associate may aggregate the **PHI** and/or ePHI created or received pursuant this Attachment with the **PHI** and/or ePHI of other covered entities that Business Associate has in its possession through its capacity as a Business Associate of such covered entities for the purpose of providing the Department of Children and Families with data analyses relating to the health care operations of the Department (as defined in 45 C.F.R. §164.501).
- 3.1.6 The Business Associate may de-identify any and all PHI and/or ePHI received or created pursuant to this Attachment, provided that the de-identification process conforms to the requirements of 45 CFR § 164.514(b).
- 3.1.7 Follow guidance in the HIPAA Rule regarding marketing, fundraising and research located at Sections 45 CFR § 164.501, 45 CFR § 164.508 and 45 CFR § 164.514.

Section 4. Provisions for Covered Entity to Inform Business Associate of Privacy Practices and Restrictions

- 4.1 Covered entity shall notify business associate of any limitation(s) in the notice of privacy practices of covered entity under 45 CFR 164.520, to the extent that such limitation may affect business associate's use or disclosure of protected health information.
- 4.2 Covered entity shall notify business associate of any changes in, or revocation of, the permission by an individual to use or disclose his or her protected health information, to the extent that such changes may affect business associate's use or disclosure of protected health information.
- 4.3 Covered entity shall notify business associate of any restriction on the use or disclosure of protected health information that covered entity has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect business associate's use or disclosure of protected health information

Section 5. Termination

5.1 Termination for Cause

5.1.1 Upon the Department's knowledge of a material breach by the Business Associate, the Department shall either:

5.1.1.1 Provide an opportunity for the Business Associate to cure the breach or end the violation and terminate the Agreement or discontinue access to PHI if the Business Associate does not cure the breach or end the violation within the time specified by the Department of Children and Families;

5.1.1.2 **Immediately terminate** this Agreement or discontinue access to **PHI if the Business Associate has breached a material term of this Attachment and does not end the violation;** or

5.1.1.3 If neither termination nor cure is feasible, the Department shall report the violation to the Secretary of the Department of Health and Human Services.

5.2 Obligations of Business Associate upon Termination

5.2.1 Upon termination of this Attachment for any reason, business associate, with respect to protected health information received from covered entity, or created, maintained, or received by business associate on behalf of covered entity, shall:

5.2.1.1 Retain only that protected health information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;

5.2.1.2 Return to covered entity, or other entity as specified by the Department or, if permission is granted by the Department, destroy the remaining protected health information that the Business Associate still maintains in any form;

5.2.1.3 Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other than as provided for in this Section, for as long as Business Associate retains the protected health information;

5.2.1.4 Not use or disclose the protected health information retained by Business Associate other than for the purposes for which such protected health information was retained and subject to the same conditions set out at paragraphs 3.1.3 and 3.1.4 above under "Permitted Uses and Disclosures By Business Associate" which applied prior to termination; and

5.2.1.5 Return to covered entity, or other entity as specified by the Department or, if permission is granted by the Department, destroy the protected health information retained by business associate when it is no longer needed by business associate for its proper management and administration or to carry out its legal responsibilities.

5.2.1.6 The obligations of business associate under this Section shall survive the termination of this Attachment.

Section 6. Miscellaneous

- 6.1** A regulatory reference in this Attachment to a section in the HIPAA Rules means the section as in effect or as amended.
- 6.2** The Parties agree to take such action as is necessary to amend this Attachment from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law.
- 6.3** Any ambiguity in this Attachment shall be interpreted to permit compliance with the HIPAA Rule