

LEXINGTON-FAYETTE COUNTY HEALTH DEPARTMENT
CONTRACT TO RECEIVE SERVICES

THIS AGREEMENT, made and entered into this **1ST DAY OF JULY 2015** by and between the Lexington-Fayette County Health Department, 650 Newtown Pike, Lexington, Kentucky 40508 (hereinafter referred to as "Health Department") and

**Family Care Center
(Health Access Nurturing Development Services)
Lexington-Fayette Urban County Government
200 East Main Street
Lexington, KY 40507**

(hereinafter referred to as "Contractor").

NOW THEREFORE, in consideration of the mutual agreements set forth herein, the parties hereto, intending to be legally bound hereby, agree as follows:

1. Contractor agrees to the conditions for the Health Access Nurturing Development Services (HANDS) as prescribed by the for Public Health and as described below:
 - a. Attendance at one initial over-view training by the Administrator/Director.
 - b. Provision of the HANDS recommended level of supervision to program staff ratio and adequate time allotted for team meetings.
 - c. Staff assigned to the program will meet program parents of diverse backgrounds in a non-judgmental, supportive, strength-based approach.
 - d. Timely completion of staff training as specified by program policies and procedures.
 - e. The reporting of program data in a timely manner.
 - f. That program quality is achieved through the twelve critical elements as described by the Family Institute's Training materials.
 - g. Staff at Coordinator level or above will participate in diverse local early child development collaborative(s) utilizing confidentiality agreements, interagency agreements to refer families for services and participation with collaborative such as Preschool Interagency Councils, Vision 2000 Committees, community Collaboration for Children, Local early Childhood Collaborative, and related state initiatives.
 - h. Adequate staff time allowed for technical assistance provided by state and state designated staff and follow-up

PROGRAM CODE: 752, 853
ACCOUNT CODE: 575260
CONTRACT #:2015-2016-PUBLIC-R

- and corrective action as recommended.
- i. State HANDS program funds will be paid to HANDS service providers based upon the number of families served and outcomes achieved. The total number of families projected to be served in Fayette County next year is 415 families.
2. The contractor agrees to provide adequate management to control HANDS services as follows:
 - a. Report expenses and revenues monthly no later than the first 5 working days of the following month via electronic means to the Department of Public Health.
 - b. Report progress of interventions monthly no later than the 1st of the following month via electronic means to the Department of Public Health.
 - c. Adhere to the Department for Public Health Hands Program Standards and be bound by the same terms and conditions of the Department for Public Health.
 - d. Make available all contractor financial reports of all reimbursed funds under this contract for review by the Health Department and/or the Department for Public Health when requested to do so.
 - e. Comply with the annual audit requirements contained in OMB Circular A-133. A copy of the audit shall be delivered to the Health Department by September 15.
 3. Health Department agrees to perform the services as hereinafter described to the Contractor:
 - a. Provide the terms and conditions of the Department for Public health approved statewide plans (HANDS).
 4. The Health Department, acting as the sole contractor with the department for Public Health, agrees to remit to Family Care Center, all monies received for services provided by Family Care Center, per the Remittance Advice from Department of Public Health. Remittance will be payable within (30) thirty days after receipt by the Health Department. An annual administrative fee of \$1500.00 will be deducted from the monthly payment to contractor in the amount of \$125.00 per month.
 5. The Health Department's Medicaid/non Medicaid payment shall not exceed a total of \$489,160.00. **The Contractor's billing for Medicaid clients in HANDS shall not exceed a total of \$333,254.00 and non-Medicaid shall not exceed \$84,758.00. Funds provided for multigravida families shall not exceed \$71,148.00.**
 6. Health Department reserves the right to request that Contractor substantiate the sum demanded for remuneration before the Health

PROGRAM CODE: 752, 853
ACCOUNT CODE: 575260
CONTRACT #:2015-2016-PUBLIC-R

Department is required to render payment. Payment is not due from the Health Department until the contracted services have been provided to the Department's satisfaction. "No taxes will be withheld from payments to contractors".

7. All invoices may be approved by the Commissioner of Health or assigned designee. Responsibility to ensure that contract invoices are properly reviewed and approved shall rest with each department designee. Approval is based upon verification that the goods or services rendered and invoiced for, were appropriately received in an acceptable manner and the invoice reflects the agreed upon price per contract. In approving invoices these individuals are attesting that, to the best of their knowledge, the invoices they are approving are accurate, valid and appropriately coded with the correct cost center and expense account.
8. The period within the current fiscal year in which the subject services are to be performed is from **JULY 1, 2015 TO JUNE 30, 2016**.
9. Either Party may for any reason, at its option, terminate this agreement at any time provided the Contractor receives thirty (30) day notice in writing.
10. The parties to this contract intend that the relation between them created by this contract is that of independent contractors. No agent, employee, or servant of Contractor shall be deemed to be the employee, agent or servant of the Health Department. Contractor will be solely and entirely responsible for his acts and the acts of his agents, employees, servants and subcontractors during the performance of the contract.
11. Health Department shall not be held responsible for any injury or damage to person or property resulting from the negligence of Contractor or any of his employees.
12. Contractor shall indemnify Health Department against all liability or loss, and against all claims or actions based upon or arising out of damage or injury (including death) to persons or property caused by or sustained in connection with the performance of the contract or by conditions created thereby, or upon any violation of any statute, ordinance, code or regulation in the defense of any such claim or actions.
13. The Health Department requires that Contractor maintain such insurance as will fully protect both Contractor and Health Department from all claims of whatsoever kind or nature for the damage to property or for personal injury (including death) made by anyone whomsoever, that may arise from operations carried on under this contract, either by Contractor or anyone employed by the

Contractor. The adequacy of the coverage shall be determined by the Health Department in its sole discretion, and further providing that upon request by the Health Department, the contractor shall provide proof of insurance.

14. Contractor hereby agrees to comply and states it is in compliance with all applicable laws and regulations governing the services to be provided under the contract, including, but not limited to, Occupational Safety and Health Act (OSHA), Title VI of the Civil Rights Act of 1964, and all requirements imposed by or pursuant to the Regulation of the Department of Health, Education and Welfare (45 CFR, Part 80) of that Title
15. Contractor agrees to comply with the Americans with Disabilities Act (ADA) and not discriminate against applicants, Health Department patients, or employees with disabilities.
16. Contractor certifies that no Health Department employee is a partner, shareholder, owner, officer or employee of the Contractor and that no Health Department employee will directly or indirectly receive any benefits from the Contractor and that no Health Department employee will directly or indirectly receive any benefits from the contract. Moreover, Contractor agrees to provide The Health Department the names of all family members (spouse, child, grandparent, aunt, uncle, nephew, or niece) or family members of employees of the Contractor who are Health Department employees. Failure to provide such information is a violation of the Kentucky Revised Statutes.
17. **Confidentiality, Confidentiality Agreements and Limitations on Information and Data Use.**

The Contractor agrees that it and any employee or agent acting in its behalf in providing services under this Agreement will abide by the state and federal rules and regulations governing access to and use of information and data provided by the Health Department or collected by the Contractor and will use such information or data only for those purposes expressly delineated, defined and authorized in this Agreement. In the performance of services under this Agreement, the Contractor agrees as follows:

- a. The Contractor shall cause all personnel who may have access to confidential information provided by the Health Department to enter into Health Department approved confidentiality agreements and shall maintain such confidentiality agreements on file. The Health Department reserves the right to direct the removal from contract administration, or the termination of access to Health

Department provided information, for any individual covered by this Agreement who has not signed a confidentiality agreement.

- b. Any subcontractor engaged by the Contractor to fulfill the requirements of this Agreement must provide written assurances that it and its agents and employees will abide by the terms of confidentiality as set forth in this Agreement, as well as any federal or state confidentiality agreement which may govern the terms and conditions in this Agreement.
- c. Any dissemination of information about projects funded and the scope of work described in the terms and conditions of this Agreement, must first be reviewed by the Health Department's project manager and must have the Health Department's written approval before any representation, electronic or otherwise, of projects, their funding sources, use of data, or data analyses may be posted to a web page or otherwise published.
- d. The Contractor shall permit unrestricted access on demand to personnel of the Health Department, the Office of the Attorney General, the Office of the Auditor of Public Accounts, and any representative of a government funding agency authorized to review records for audit or investigation purposes to its current policies and procedures for ensuring compliance with these confidentiality requirements, the confidentiality agreements with its personnel, and subcontractor confidentiality assurances.

18. **HIPAA Confidentiality Compliance**

The Contractor agrees to abide by the "HIPAA Privacy Rule", 45 CFR Parts 160, 162, and 164, established under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191(42 USC 1320d) to protect the security, confidentiality and integrity of health information. The Health Department, a Covered Entity, and the Contractor, a Business Associate under the HIPAA Privacy Rule, create and receive "Protected Health Information" as defined under the HIPAA Privacy Rule, which would include such information in any form, whether paper record, oral communication, audio recording, electronic display or any other form. In the performance of services under this Agreement, the Contractor agrees to use and disclose Protected Health Information only in accordance with the HIPAA Privacy Rule as follows:

- a. To use or disclose Protected Health Information solely for meeting its obligations under this Agreement or as required by applicable law, rule or regulation, or by accrediting or credentialing organizations to whom the

PROGRAM CODE: 752, 853
ACCOUNT CODE: 575260
CONTRACT #:2015-2016-PUBLIC-R

Health Department or Contractor is required to disclose such information or as otherwise is permitted under this Agreement, or the HIPAA Privacy Rule;

- b. To implement appropriate safeguards to prevent use or disclosure of Protected Health Information other than as permitted in this Agreement;
- c. To take reasonable steps to ensure that its employees' actions or omissions do not cause a breach in the terms of the HIPAA Privacy Rule;
- d. To make available Protected Health Information to the extent and in the manner required by Section 164.524, for purposes of accounting of disclosures in accordance with Section 164.528, and for amendment and incorporation of any amendments in accordance with the requirements of Section 164.526 of the HIPAA Privacy Rule;
- e. To ensure that its agents, including subcontractors, students and volunteers, abide by the same restrictions and conditions concerning Protected Health Information contained in this Agreement, and that any subcontract entered into contain this requirement;
- f. To report to the Health Department any use or disclosure of Protected Health Information of which it becomes aware that is not in compliance with the terms of this Agreement;
- g. To return or destroy and retain no copies of all Protected Health Information upon request of the Health Department or upon termination of this Agreement, or if such return or destruction is not feasible, to extend the protections of this Agreement to such information and limit further uses and disclosures to those purposes that make its return or destruction not feasible.

Government agencies responsible for HIPAA Privacy Rule compliance and appropriately authorized shall have the right to audit the Contractor's records and practices related to use and disclosure of Protected Health Information to ensure the Health Department's compliance with the terms of the HIPAA Privacy Rule. In the event that either party to this Agreement believes in good faith that any provision of this Agreement fails to comply with the then current requirements of the HIPAA Privacy Rule, such party shall notify the other party in writing. For a period of up to thirty days, the parties shall address in good faith such concern

and amend the terms of this Agreement, if necessary to bring it into compliance. If, after such thirty-day period, the Agreement fails to comply with the HIPAA Privacy Rule, then either party has the right to terminate upon written notice to the other party.

19. **Discrimination Clause:** The Health Department is an equal opportunity employer. Contractor hereby agrees not to discriminate in regard to race, color, creed, age, sex, national origin or disability and shall comply with all applicable laws and regulations governing the services to be provided under the contract, including, but not limited to, Title VI of the Civil Rights Act of 1964 to include the Federal Executive Order No. 13166 which requires that recipients of federal funds, its contractors, agents or subcontractors, shall provide language assistance designed to ensure meaningful access to services and that all person(s) can communicate effectively when services for persons with Limited English Proficiency (LEP) are provided. In addition, the Contractor agrees to comply with all requirements imposed by or pursuant to the Regulation of the Department of Health, Education and Welfare (45 CFR, Part 80) of that Title.
20. **Licenses and Certifications:** Contractor shall maintain in current status all federal, state and local licenses and permits required for the operation of the business conducted by the contractor (includes all medical professionals).
21. **Eligibility:** The Contractor certifies that the Contractor, its agents, and sub-contractors are not debarred, suspended, voluntarily excluded, or otherwise ineligible for participation in federally assisted contracts under Executive Order 12549, "Debarment and Suspension". (24 CFR 24.505)
22. **Conflict of Interest:**
 - a. The Contractor warrants that, to the best of its knowledge and belief, there are no relevant facts or circumstances that could give rise to a conflict of interest and that no Health Department employee will directly or indirectly receive any benefits from the contract.
 - b. The Contractor agrees that if an actual or potential conflict of interest is discovered after the award of this contract, the Contractor shall make a full disclosure in writing within five (5) business days of discovery. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, to avoid, mitigate, or neutralize the actual or potential conflict of interest is discovered after the

PROGRAM CODE: 752, 853
ACCOUNT CODE: 575260
CONTRACT #:2015-2016-PUBLIC-R

award of this contract, the Contractor shall make a full disclosure in writing within five (5) business days of discovery. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, to avoid, mitigate, or neutralize the actual or potential conflict.

- c. Failure to provide such information is a violation of the Kentucky Revised Statutes.

23. Compliance Program:

- a. The Contractor has been made aware that the Health Department operates in accordance with a corporate compliance program and has on staff, Compliance /Privacy Officer (859-288-2305) as the contact person regarding questions, complaints or reports of non-compliance with any terms or conditions of this contract or any ethical, professional or legal standard or law which impacts both parties. It is understood that should the Contractor be found to have violated the compliance policies, the Health Department can terminate this Contract upon written notice.
- b. The Contractor has been informed that a copy of the Health Departments Compliance Program can be viewed online at <http://www.lexingtonhealthdepartment.org> and has been advised to review the policies of the Compliance Program.

PROGRAM CODE: 752, 853
ACCOUNT CODE: 575260
CONTRACT #: 2015-2016-PUBLIC-R

IN WITNESS WHEREOF, the parties executed this Contract the day, month and year above written.

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:



AUTHORIZED SIGNATURE

6/25/15
DATE

FEDERAL ID #: 61-0858140 SOCIAL SECURITY #:

TITLE: JIM GRAY, MAYOR

TELEPHONE: 859-258-3100

PERSON TO CONTACT WITH BILLING PROBLEMS:

NAME: KAREN HACKER PHONE: 859-288-4040

HEALTH DEPARTMENT:



COMMISSIONER

5/22/15
DATE



PUBLIC HEALTH OFFICER

5-21-15
DATE



CHIEF FINANCIAL OFFICER

5-20-15
DATE

***CONTRACTOR:** Urban County Government/Family Care Center

*For Follow-up please provide: Copy of Liability Insurance and Agency License