

PROGRAM CODE: 760, 853
ACCOUNT CODE: 575260
CONTRACT #: 2021-2022-PUBLIC-R

R-359-2021
Contract # 133-2021

LEXINGTON-FAYETTE COUNTY HEALTH DEPARTMENT
CONTRACT TO RECEIVE SERVICES

THIS AGREEMENT, made and entered into this **1ST DAY OF JULY 2021** 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 Kentucky Department for Public Health and as described below:
 - a. Attendance at quarterly Health Department HANDS program review meetings 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 Fayette County Public Schools Early Childhood Council, Bluegrass Early Childhood Mental Health Board, and related state initiatives.
 - h. Adequate staff time allowed for technical assistance provided by state and state designated staff and follow-up and corrective action as recommended.

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- 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 539 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/Multigravida payments shall not exceed a total of **\$556,000.00**. ***The Contractor's billing for cost center 853 Medicaid clients in HANDS shall not exceed a total of \$412,000.00 and cost center 853 Non-Medicaid shall not exceed \$72,000.00. Funds provided for cost center 760 Multigravida Non-Medicaid families shall not exceed \$72,000.00.***
 - a. Contract maximum payments will be reviewed at mid-year and may be adjusted due to contractor performance.

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6. Once Health Department capacity is reached they will notify Family Care Center that intake is closed and refer families to Family Care Center for services. Family Care Center will accept HANDS program referrals from Health Department until Family Care Center capacity is reached. Family Care Center will notify Health Department HANDS Team Leader when capacity is reached and intake closed.
7. Health Department reserves the right to request that Contractor substantiate the sum demanded for remuneration before the Health 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".
8. 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.
9. The period within the current fiscal year in which the subject services are to be performed is from **JULY 1, 2021 TO JUNE 30, 2022**.
10. 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.
11. The parties to this contract intend that the relationship between them created by this contract is that of independent contractors. No agent, employee, or servant of the Contractor shall be deemed to be the employee, agent or servant of Health Department. The Contractor will be solely and entirely responsible for its acts and the acts of its agents, employees, servants and subcontractors during the performance of the contract.
12. Health Department shall exercise no control, direct, indirect or otherwise, over the decisions or operations of Contractor, including but not limited to the Contractor's use of any funds contemplated or granted herein, and shall have no liability for any loss or damages resulting therefrom. To the extent permitted by law and without waiving the defense of sovereign immunity, Contractor shall indemnify and hold harmless Health Department against all liabilities, losses, damages, claims and actions based upon or arising out of damage or injury (including death) to

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persons, entities or property caused by or sustained in connection with the performance of this contract or by conditions created hereby, or upon any violation of any statute, ordinance, code or regulation in connection herewith. To the extent permitted by law and without waiving the defense of sovereign immunity, Contractor shall pay all costs of defending any claim, including but not limited to attorneys' fees of Health Department or any of its officers, board members, or employees, incurred in connection with any claim, action or defense of the same arising from this contract.

13. "Health Department understands the Contractor is self-insured at the time of contracting. However, should Contractor's status as a self-insured entity change during the terms of this contract, then Contractor shall maintain such insurance as shall be required to fully insure Contractor and Health Department against all claims of all kinds and nature for any 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 Health Department or Contractor. The coverage shall be in an amount sufficient to insure Contractor and Health Department fully against any such loss, and shall name Health Department as an additional insured".
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 Compliance:

The Business Associate Agreement pursuant to the Health Insurance

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Portability and Accountability Act (HIPAA) of 1996 and the Health Information Technology for Economic and Clinical Health Act (HITECH) its implementing regulation, the Standards of Privacy of Individual Identifiable Health Information at 45 C.F.R. Part 160 and 164, Subpart A and E ("Privacy Rule"), LFCHD is required to enter into an agreement with the Business Associate, pursuant to which the Business Associate shall comply with and appropriately safeguard Protected Health Information ("PHI") that it will use and disclose when performing functions, activities or services ("Services") for LFCHD. The Business Associate by signing the contract shall comply with the following terms in addition to other applicable contract terms and conditions relating to the safekeeping, use and disclosure of PHI. Any previous Business Associate Agreement shall auto-renew when contract is in place between Business Associate and Covered Entity.

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. Electronic Storage/Signature: The parties hereto agree and stipulate that the original of this Agreement, including the signature page, may be scanned and stored in a computer database or similar device, and that any printout or other output readable by sight, the reproduction of which is shown to accurately reproduce the original of this document, may be used for any purpose just as

if it were the original, including proof of the content of the original writing.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, when taken together, shall constitute one and the same agreement. Any electronically transmitted signature or photocopy of a signature to this Agreement shall be deemed an original signature to this Agreement and shall have the same force and effect as an original signature. For purposes of this Section, an "electronically transmitted signature" means a manually-signed original signature that is sent via the internet as a "pdf" (portable document format) attached to an e-mail message.

23. 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.
- c. Failure to provide such information is a violation of the Kentucky Revised Statutes.

24. 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 (859-899-2257) 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

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Health Departments Notice of Privacy Practices can be viewed online at <http://www.lexingtonhealthdepartment.org> and has been advised to review the policies of the Compliance Program.

25. This contract is made and entered into in the Commonwealth of Kentucky, and shall in all respects be interpreted, enforced, and governed by the laws of the Commonwealth of Kentucky. The language of all parts of this contract shall in all cases be interpreted as a whole, according to its fair meaning, and not strictly for or against any of the parties hereto. Contractor consents to the exclusive jurisdiction and venue of courts located in Fayette County, Kentucky, and agrees to waive any argument of lack of personal jurisdiction or forum non-conveniens with respect to any claim or controversy arising out of or relating to this contract, any actions taken pursuant to this contract, or any other contact or communication regarding this contract.
26. If any provision of this contract, or the application thereof to any person, entity or circumstances, shall be invalid or unenforceable to any extent, the remainder of this contract, and the application of such provision to other persons, entities or circumstances, shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Linda Gorton
AUTHORIZED SIGNATURE

7/9/2021
DATE

FEDERAL ID #: 61-0858140 SOCIAL SECURITY #:

TITLE: LINDA GORTON, MAYOR

TELEPHONE: 859-258-3100

PERSON TO CONTACT WITH BILLING PROBLEMS:

NAME: KAREN HACKER PHONE: 859-288-4040

HEALTH DEPARTMENT:

[Signature]
COMMISSIONER OF HEALTH

May 26, 2021
DATE

Cara Kay
CHIEF FINANCIAL OFFICER

5/25/2021
DATE

Jessie All
COMMUNITY HEALTH OFFICER

5/21/2021
DATE

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

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