Across the nation, health care providers and payers are beginning to mount responses to changes in federal reimbursement for care provision that move reimbursement from a per-service fee to a value-based fee, or a focus on health outcomes rather than individual health products.

To support real value of health care services, providers have identified a need to move beyond the four walls of a clinical setting to the community, where non-medical services and improved care management in the community are needed to avoid health-related declines in function. To provide improved and sustained access to community-based programming, the Missouri Association of Area Agencies on Aging ("MA4") established an integrated network among its Area Agency on Aging ("AAA") partners to provide improved and sustained access through which it contracts with federal and state agencies, health payers, providers, and purchasers to reimburse for the services.

This integrated network ("MA4 Network") is formed by contractual arrangements between the MA4 and its AAA partners ("Network Partner(s)") across the state to ensure the arrangement and delivery of quality community-based programming throughout Missouri. The integrated network is contractually supported by a network hub ("Network Hub") that seeks sustained revenue sources, and works to ensure efficient and streamlined administration, quality oversight, and financial management functions for the integrated network. The AAA partners provide for or arrange for, through subcontractual arrangements, the provision of community-based programming. Throughout this Agreement, MA4 Network refers to the contractual arrangements between MA4, its Network Hub, and AAA partners to govern the subcontractual arrangements for the provision of community-based programming. Any policies, procedures or requirements outlined herein are set by the MA4 Network, its Network Hub, or by its funding contacts.

This Agreement sets out the relational terms between the Network Partner and its subcontractor to provide Home and Community Based Services ("HCBS") as part of the MA4 Network: 1) to ensure the arrangement and provision of quality community programming to older adults in Missouri; and 2) the technological, reporting and administrative capacities required to respond to the emerging health payer, provider and purchaser contracts for sustained delivery of community-based programming.

This subcontract agreement ("Agreement") is made effective as of XXXXX ("Effective Date"), by and between XXXXX a nonprofit public benefit corporation ("Network Partner"), and ____________________, an XXXX ("Subcontractor") as follows.

RECITALS

A. MA4 has entered into one or more agreements with certain funding entities (each referred to herein as "Primary Contract Party" or, collectively, the "Primary Contract Parties"), under which it has agreed to provide certain home and community-based services ("HCBS") to each Primary Contract Party’s population (the "Populations"). Such agreements (each referred to herein as "Primary Contract" or, collectively, as the "Primary Contracts") relevant to this Agreement are set forth in Exhibit A. The Populations and related service areas are listed in Exhibit B (the "Populations and Service Areas"). As MA4 Network enters into additional Primary Contracts, Network Partner shall provide Subcontractor with updated versions of Exhibits A and B, as provided in this Agreement.
B. Subcontractor attests that it has the necessary qualifications, experience and personnel to provide the HCBS required under this Agreement. Subcontractor is an XXXXX with a mission to XXXXX that has experience in providing such HCBS.

C. Network Partner desires to subcontract with Subcontractor for the provision of HCBS in support of MA4's performance of the Primary Contracts, and Subcontractor desires to accept such subcontract arrangement with Network Partner. The purpose of the subcontract arrangement is to ensure that Network Partner fulfills its obligations of providing HCBS to the Populations in the Service Areas listed on Exhibit B. Subcontractor is required to directly provide the Services through Subcontractor staff (including volunteers) and may not arrange for the provision of Services through subcontractual arrangements with any other organizations, entities or individuals. The HCBS to be provided by Subcontractor on behalf of Network Partner under this Agreement shall be herein called the "Services".

D. MA4 has contracted with Mid-America Regional Council ("Network Hub") as MA4’s administrative agent responsible for, including, but not limited to, securing and managing each Primary Contract, monitoring performance and the provision of services identified in the statement of work attached as Exhibit C (the "Statement of Work"), monitoring of data collection and reporting, and financial management of the MA4 Network. Network Hub, in collaboration with MA4, will set policies and procedures to which Subcontractors of Network Partners will be responsible to adhere.

AGREEMENT

The foregoing recitations are hereby incorporated into this Agreement as though they were here fully set forth. In consideration of the mutual covenants contained herein, and other good and valuable consideration, Network Partner and Subcontractor agree as follows:

1. Network Partner Duties. Network Partner shall be responsible for the following:
   1.1 Providing or arranging for HCBS to meet the requirements set by the Network Hub and the Primary Contract(s);
   1.2 Performing administrative duties according to the policies and procedures of the Network Hub and the Primary Contract(s);
   1.3 Reporting data and information according to the policies and procedures outlined by the Network Hub and Primary Contract(s);
   1.4 Providing approved educational and program materials and requirements, forms, reporting procedures, budgeting, and invoicing guidance relating to Subcontractor’s performance of the Services;
   1.5 Providing Subcontractor with copies of applicable requirements under any Primary Contract, Statement of Work, and MA4’s related protocols, policies, and procedures (the "Requirements"), and providing five (5) days' advance written notice to Subcontractor of any modification to any such requirements, protocols, policies, or procedures, and will provide prompt notice to Subcontractor of any amendments to the Primary Contracts or Statement of Work;
1.6 Providing reasonable guidance to Subcontractor regarding the terms and activities required to provide Services;

1.7 Providing reasonable ongoing technical assistance to Subcontractor in relation to provision of the Services;

1.8 Adhering to the data collection and evaluation processes set forth by the Requirements; and

1.9 Overseeing performance and quality according to the terms of the Requirements by evaluating whether Subcontractor’s performance meets standards and taking appropriate remedial action including, but not limited to, placing restrictions on Subcontractor’s performance of Services unless and until Subcontractor meets specified performance standards.

2. **Subcontractor’s Services.** Subcontractor shall provide the Services identified in the statement of work attached as Exhibit C ("Services") on behalf of and as directed by Network Partner to the Populations who reside in the Service Areas. Services for additional Primary Contracts may be added through Amendments attaching additional Exhibit C’s, as C-1, C-2, etc. Subcontractor acknowledges and agrees any duty assigned to MA4 in this Agreement may be performed by Network Hub on MA4’s behalf.

3. **Subcontractor’s Representations, Warranties, and Covenants.**

   3.1 **Representations and Warranties.** Subcontractor represents and warrants that:

   (a) **Qualifications.** Subcontractor, and all persons it employs to perform Services, shall have all qualifications, accreditations, certifications, and licenses required by federal, state, or local law or third-party payer policy or rule (collectively, "Qualifications") to fully perform the Services on behalf of Network Partner. Subcontractor will notify Network Partner immediately upon notice of a threatened loss of any Qualification as well as immediately upon notice of an actual loss or limitation of any Qualification.

   (b) **No Violations.** Neither Subcontractor nor any of its officers, managers, directors, or employees has ever been (1) convicted of a criminal offense related to health care or related to the provision of services paid for by a federal or state health care program; (2) assessed civil money penalties for an offense related to health care or related to the provision of services paid for by a federal or state health care program; (3) excluded from participation in any federal or state health care program or from any other federal government executive branch procurement or non-procurement program or activity; or (4) excluded by any federal agency from receiving federal contracts. Subcontractor shall immediately notify Network Partner if any above person or entity associated with the Subcontractor becomes the subject of an investigation that could threaten Subcontractor’s ability to continue to accurately represent and warrant the statements in this Section 3.1(b). Subcontractor shall immediately notify Network Partner if and when it can no longer represent and warrant the statements in this Section 3.1(b). Such notice to Network Partner shall be in writing and shall state the reason(s) why such representations and warranties can no longer be made by Subcontractor.
3.2 Covenants. Subcontractor covenants that:

(a) Excluded Persons. Subcontractor will not assign any individual or entity to this subcontracted work who is or would be excluded from participation in any federal or state health care program or excluded by any federal agency from receiving federal contracts. If Subcontractor, or any of its officers, directors, managers, or employees becomes the subject of any of the actions described in this paragraph, Subcontractor will give immediate written notice thereof to Network Partner.

(b) Confidential Information. Subcontractor acknowledges that, in the course of performing its duties hereunder, Network Partner or participants in the MA4 Network will disclose to Subcontractor Confidential Information (as defined below) having a special and unique nature and value relating to Network Partner or the MA4 Network. As a material inducement to Network Partner to enter into this Agreement, Subcontractor agrees that, unless Network Partner provides prior written consent, Subcontractor will not, at any time during or following the term of this Agreement, directly or indirectly, use, misappropriate, disclose, publish, or divulge, except in connection with the provision of the Services, any Confidential Information which has been obtained by or disclosed to Subcontractor through or in the course of its relationship with Network Partner or the MA4 Network. As an exception to the foregoing, Subcontractor may disclose Confidential Information as required to comply with the binding order of a governmental entity that has jurisdiction over it, provided that Network Partner (a) gives Network Partner reasonable written notice to allow Network Partner to seek a protective order or other appropriate remedy, (b) discloses only such information as is required by the governmental entity, and (c) uses commercially reasonable efforts to obtain confidential treatment for any Confidential Information so disclosed. The parties understand and acknowledge that Subcontractor and Network Partner are subject to the Missouri Sunshine Law, Chapter 610 of the Missouri Revised Statutes, and any disclosure of Confidential Information made pursuant thereto shall not constitute an unauthorized disclosure or breach of this Agreement.

(1) For purposes of this Agreement, “Confidential Information” will include, without limitation, any agreement to which MA4 is a party (including this Agreement), policies, trade secrets, intellectual property, methods, protocols, manuals, confidential reports, other matters relating to the operation of the business of MA4 Network or Network Partner, personally identifiable information or protected health information. Confidential Information of MA4 Network and Network Partner shall exclude information that:

(A) was already in the possession of Subcontractor prior to its receipt from Network Partner (provided that Subcontractor is able to provide Network Partner with reasonable documentary proof thereof);

(B) is or becomes part of the public domain by reason of acts not attributable to Subcontractor;

(C) is or becomes available to Subcontractor from a source other than MA4 Network or Network Partner, which source, to the best of Subcontractor’s knowledge, has rightfully obtained such information and has no obligation of non-disclosure or confidentiality to MA4 Network or Network Partner with respect thereto;

(D) is made available by Network Partner or MA4 Network to a third party unaffiliated with Network Partner or MA4 Network on an unrestricted basis;
(E) is independently developed by Subcontractor completely without reference to any Confidential Information of Network Partner or MA4 Network, as evidenced by Subcontractor’s written records; or

(F) has been or must be publicly disclosed by reason of legal accounting or regulatory requirements, including the Missouri Sunshine Law cited above in Section 2.2(b), beyond the reasonable control, and despite the reasonable efforts of Subcontractor.

(2) If this Agreement is terminated, Subcontractor shall promptly return to Network Partner all hard copies or originals of Confidential Information and all extracts or other reproductions in whole or in part thereof, and to take reasonable steps to secure or otherwise delete all electronic copies and email messages; provided, however, that in the sole discretion of Network Partner and upon the express written instruction of Network Partner, Subcontractor shall destroy all hard copies or originals of all Confidential Information in their possession and to take all steps necessary to secure or otherwise delete all electronic copies and email messages, subject to the document maintenance requirements set forth in Section 2.2(h) below. Notwithstanding the securing, return or destruction of the Confidential Information, Subcontractor will continue to be bound by Subcontractor’s confidentiality obligations under this Agreement, subject always to the Missouri Sunshine Law. Network Partner and Network Hub are entitled to seek equitable relief, including injunction and specific performance, in the event of a breach of the confidentiality obligations under this Agreement, in addition to all other remedies available at law or in equity.

(c) Maintenance of Qualifications. Subcontractor assures Subcontractor will maintain all Qualifications for the duration of this Agreement. Subcontractor will give Network Partner written notice immediately upon the loss, suspension, or any other adverse action regarding any Qualification of Subcontractor.

(d) Compliance. All Services will be provided in accordance with (1) all applicable laws and regulations, including all privacy laws and fraud and abuse laws; (2) MA4 and Network Hub’s protocols, policies, and procedures and all Primary Contract requirements and provisions; (3) any applicable licensure requirements to deliver Services; (4) operational specifications provided by MA4 or Network Hub under the Primary Contracts; and (5) any standards or procedures imposed by any accreditation organization by which MA4, Network Hub, Network Partner, or Subcontractor is accredited.

(e) Quality Improvement. Subcontractor will cooperate with Network Partner and Network Hub in the conduct of quality improvement activities.

(f) Primary Contract Compliance. Subcontractor will cooperate with Network Partner and Network Hub in efforts to comply with the Primary Contracts. Subcontractor shall comply with the Primary Contract terms applicable to the Services.

(g) Information Requests. Subcontractor will produce any document or information in its possession that MA4, Network Hub, or Network Partner reasonably requires in order to comply with the request from any third party payer, state or federal agency, or accreditation organization, or as required under any Primary Contract.

(h) Maintenance of Documents. Subcontractor will maintain all documents and records necessary for it to provide the Services in accordance with the requirements of the Primary Contracts, and in no event shall Subcontractor retain them for a period of less than four years.
(i) **Protected Health Information.** To the extent applicable, Subcontractor shall maintain and provide Network Partner with proof of Health Insurance Portability and Accountability Act of 1996 ("HIPAA") training and monitoring for all staff (including volunteers) engaged to provide the HCBS with access to Protected Health Information, as those terms are defined in HIPAA.

(j) **No Discrimination.** Subcontractor shall not discriminate against any client/patient because of race, ethnicity, national origin, citizenship, pre-existing medical condition, age, sex, marital status, religion, sexual orientation, physical or mental handicap, insurance status, economic status, or ability to pay.

(k) **Background Checks.** Subcontractor will obtain background checks and enforce a drug free workplace policy for any person engaged in Primary Contract activities, as may be required by the Primary Contracts. Background screen requirements and background checks will meet requirements set by applicable federal, state or local laws.

(l) **Training.** If requested by Network Partner or required by the Primary Contracts, Subcontractor agrees to become licensed and trained, at their own expense unless funding is provided by the Primary Contract for training, in any programs and practices listed in Exhibit C and subsequent amendments/addendums.

(m) **Insurance Requirements.** Subcontractor shall comply with all insurance requirements set forth in the Primary Contracts or as may be required in Section 7.1 of this Agreement, whichever are greater.

(n) **Schedule of Staff.** Subcontractor staff engaged in providing Services shall have suitable training and skills to perform the Services. Subcontractor shall provide upon Network Partner’s or Network Hub’s request a list of all personnel dedicated to providing Services under this Agreement and their respective job titles. Network Partner may in its discretion from time to time require Subcontractor to remove any such personnel, with or without cause, and Subcontractor shall complete such removal within twenty four (24) hours and replace such individual as soon as practicable at no cost to Network Partner, and shall notify Network Partner of the identity of the replacement individual. Subcontractor shall ensure that all personnel who performs work under this Agreement is informed of Subcontractor’s confidentiality obligations under this Agreement and agree in writing to comply with such obligations. Subcontractor shall comply with all background check and drug screening requirements under the Primary Contracts.

4. **Compensation and Expenses.**

   4.1 As full compensation for the Services, Network Partner will pay Subcontractor pursuant to Exhibit D.

   4.2 Except as otherwise provided herein, Subcontractor will be responsible for all expenses incurred by Subcontractor in rendering the Services and in undertaking this Agreement.

5. **Noncompetition.**

   (a) **Noncompetition.** Except upon the express prior approval of MA4 Network or Network Partner, which may be given or withheld in its reasonable discretion, Subcontractor shall...
shall not subcontract its responsibilities under this Agreement to any entity other than Subcontractor to provide Services to a Primary Contract Party during the term of this Agreement. This does not include individuals Subcontractor engages to provide the Services who become affiliated with the Subcontractor through a memorandum of understanding substantially in the form of Exhibit F attached hereto. If such consent is given, or if affiliation occurs, any such person or entity shall meet the qualifications of Section 3 of this Agreement.

6. Term and Termination.

6.1 Term. The initial term of this Agreement shall be from the Effective Date through YYYY, unless terminated sooner in accordance with the terms of this Agreement. This Agreement will automatically renew for additional twelve (12) month periods unless terminated in accordance with this Section.

6.2 Termination in Connection with Primary Contract. This Agreement shall automatically terminate upon the termination for any cause or reason of all Primary Contracts related to Network Partner. Network Partner may elect to terminate this Agreement immediately if material amounts that are due to Network Partner under its agreements with the MA4 Network are not paid when due.

6.3 Termination for Breach. In the event a party (“Breaching Party”) breaches the terms of this Agreement, the other party (“Non-Breaching Party”) may provide its intent to terminate this Agreement by giving written notice to the Breaching Party at least thirty (30) calendar days before the effective date of termination stated in the notice. The notice shall state the circumstances of the alleged breach, and cure if possible, may state a reasonable period, not less than seven (7) calendar days during which the breach may be cured subject to the approval of Breaching Party. If such breach is not cured to the reasonable satisfaction of Non-Breaching Party within the cure period, the Non-Breaching Party shall have the right to immediately terminate this Agreement on the effective date of the termination stated in the notice.

6.4 Termination Upon Mutual Agreement. This Agreement may be immediately terminated at any time by mutual written agreement of the parties.

6.5 Termination By Either Party with Notice. This Agreement may be terminated by either party with or without cause by providing the other party sixty (60) days’ prior written notice.

6.6 Obligations Upon Termination. In the event of termination, the Subcontractor shall not be relieved of liability to Network Partner, MA4 or Network Hub for injury or damages sustained by Network Partner, MA4 or Network Hub by virtue of any breach of this Agreement by the Subcontractor. In the event of termination pursuant to Section 6.2 above, Network Partner may withhold any payments to the Subcontractor for the purpose of set off until such time as the exact amount of damages due to Network Partner is determined. Network Partner shall pay Subcontractor for all Services performed satisfactorily to the effective date of termination provided that the Subcontractor is not in default of the terms of the Agreement and submits to Network Partner properly completed invoices, with supporting documentation covering such services within time limits required by Primary Contracts to be
eligible for payment but in any case no later than sixty (60) days after the effective date of termination.

7. Insurance and Indemnification.

7.1 Insurance. Subcontractor shall maintain general liability and workers compensation insurance coverage issued by companies authorized to do business in the State of Missouri. Before commencing performance of Services, Subcontractor shall name Network Partner as additional insured on the policies and shall furnish to Network Partner with certificates of insurance and endorsements of all required insurance for Subcontractor. The documentation must be signed by a person authorized by that insurer to bind coverage on its behalf. Subcontractor shall provide immediate notice to Network Partner if any of the below described policies receive notice of cancellation or nonrenewal from its insurer.

(a) General Liability: Subcontractor shall maintain professional and general liability insurance coverage in the amount Two Million Dollars ($2,000,000.00) for any single accident or occurrence and Two Million Dollars ($2,000,000.00) aggregate coverage, with a minimum notification of cancellation of thirty (30) days to be sent to the Network Hub (MARC). Network Partner must be listed as an additional insured, and the certificate must list the corporate name of the Subcontractor and may also list any applicable fictitious names registered with Missouri. This coverage must be issued by companies authorized to do business in the State of Missouri.

(b) Workers Compensation: Subcontractor shall provide the Network Partner with a certificate of worker’s compensation insurance coverage for all employees and volunteers that meet statutory requirements. A minimum notification of cancellation of thirty (30) days must be sent to the Network Partner.

(c) To qualify as a self-insured entity Subcontractor must comply with statutory and regulatory requirements of the State of Missouri regarding self-insurance and submit proof under the Agreement or the effective date of the Agreement, whichever is earlier, naming Network Partner as an additional insured. Proof of compliance with state self-insurance requirements must include a letter from the State confirming compliance. The insurer shall agree to notify the Network Partner in writing of any pending cancellation of coverage at least thirty (30) days in advance of cancellation.

(d) Before commencing performance of Services, Subcontractor shall furnish Network Partner with certificates of insurance and endorsements of all required insurance for Subcontractor. The documentation must be signed by a person authorized by that insurer to bind coverage on its behalf. Subcontractor shall provide immediate notice to Network Partner if any of the above described policies receive notice of cancellation or nonrenewal from its insurer.

All documentation shall be submitted to Network Partner at the following address: XXXXXX.

7.2 Indemnification.

(a) Subcontractor will indemnify and hold harmless MA4, Network Hub, and Network Partner from and against all damages, claims, liabilities, and losses (including reasonable attorney’s fees and related costs) resulting from Subcontractor’s (or any of its subcontractor’s) breach of contract, negligence or willful misconduct committed in connection with the performance of Subcontractor’s duties hereunder, except to the extent such damages are attributable to the breach of
contract, negligence, or willful misconduct of MA4 or its agents, representatives, officers or employees, including Network Hub and Network Partner.

(b) Network Partner will indemnify and hold harmless Subcontractor from and against all damages, claims, liabilities, and losses (including reasonable attorney’s fees and related costs) resulting from MA4’s, Network Hub’s or Network Partner’s breach of contract, negligence or willful misconduct committed in connection with the performance of Network Partner’s duties hereunder, except to the extent such damages are attributable to the breach of contract, negligence or willful misconduct of Subcontractor (or any of its subcontractors).

8. Miscellaneous.

8.1 Relationship of Parties. The relationship between Subcontractor and Network Partner established by this Agreement is solely that of independent contractors. Neither party will be considered the legal representative or agent of the other, nor authorized or empowered to assume any obligation of any kind, implied or expressed, on behalf of the other party, except with the express prior written consent of the other party. Subcontractor shall be solely responsible for all taxes, if any, it incurs as a result of any payments it receives under this Agreement and for all taxes and unemployment contributions incurred or arising due to the hiring of employees of Subcontractor to provide Services hereunder. No person acting on behalf of Subcontractor shall have any claims against MA4, Network Hub, Network Partner or any of the Primary Contract Parties for compensation, overtime, vacation pay, sick-leave, retirement benefits, or employee benefits of any kind, and Subcontractor shall indemnify MA4, Network Hub, Network Partner and the Primary Contract Parties and hold harmless each with respect thereto.

8.2 Assignment; Binding Effect. This Agreement will be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This Agreement will not be assignable by either party without the other party’s written consent.

8.3 No Waiver. Neither the waiver by either party of any breach of or default under any of the provisions of this Agreement nor the failure of either party to enforce any of the provisions of this Agreement or to exercise any right hereunder will, hereafter, be construed as a waiver of any subsequent breach or default or a waiver of any rights or provision hereunder.

8.4 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Missouri. No provision of this Agreement will be applied to or construed in a manner inconsistent with applicable state and federal laws and regulations.

8.5 No Third-Party Beneficiaries. No person or entity other than the parties hereto, the MA4 Network, and the Network Hub will be deemed to be third-party beneficiaries of this Agreement, and shall not be entitled to bring any action to enforce any provision of this Agreement against a party hereto.

8.6 Severability. No provision of this Agreement which is in violation of any state or federal law or regulation will be effective; provided, however, if one or more provisions of the Agreement are hereinafter determined to be invalid and unenforceable, this
will not operate to the detriment or invalidate the remainder of the Agreement unless the unenforceability or invalidity has the effect of substantially changing the terms and conditions of this Agreement or operates in such a manner as to invalidate or defeat the primary purposes or objectives of this Agreement.

8.7 Entire Agreement; Amendment; Exhibits. This Agreement is the entire agreement between the parties as to its subject matter, and all prior written or oral agreements, promises, or representations are incorporated herein. This Agreement may be amended only by a writing executed by the parties. Notwithstanding the foregoing, the parties may revise or update Exhibits A, B, C, D, E, F and G from time to time, including without limitation the addition of schedules to reflect any additional Primary Contracts, upon mutual agreement of the parties. By way of example, new Service Areas may be incorporated in Exhibit B-2, B-3, B-4 and so forth, as necessary, to accurately reflect the Service Areas to be served pursuant to the Primary Contracts.

8.8 Counterparts. This Agreement may be executed in counterparts, each of which shall be considered to be an original; however, all such counterparts shall constitute but one and the same Agreement. This Agreement may be executed by facsimile or PDF signature, all of which taken together constitute a single agreement between the parties. Each signed counterpart, including a signed counterpart reproduced by reliable means (such as facsimile and PDF), will be considered as legally effective as an original signature.

8.9 Notices. Any notice required or permitted to be given under this Agreement will be in writing and will be hand delivered, sent by certified mail with return receipt requested, or delivered by overnight courier service providing written proof of delivery, addressed as follows:

If to Subcontractor: XXXXX
XXXXXXXX
XXXXX
Attn: XXXXX

If to Network Partner: _____________________________________________
Attn: _______________________ or to such other address as either party may designate by notice pursuant to this section.
IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the Effective Date.

For: Subcontractor

[Signature]

Date

For: Network Partner

[Signature]

Date
EXHIBIT A
LIST OF PRIMARY CONTRACTS

1. Administration for Community Living (ACL) Chronic Disease Self-Management Education (CDSME) Grant: 90CSSG0009
EXHIBIT B

SERVICE AREAS AND POPULATIONS

Subcontractor will provide the services specified in EXHIBIT C to individuals who are aged 60 and older.

Network Partner will provide the services specified in EXHIBIT C in the counties or zip codes listed below.

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EXHIBIT C

STATEMENT OF WORK- ACL CDSME Grant

Evidence Based Self-Management Programs ("EBSMP")

Subcontractor shall provide or arrange for the provision of quality delivery of Self-Management Programs ("Programs") for the Self-Management Resource Center: Chronic Disease Self-Management Program (CDSMP).

All workshop classes shall be provided by individuals trained in accordance with fidelity standards approved by the licensing entity, Self-Management Resource Center.

Definitions:

- "Qualified Member(s)" means an individual who has been identified by Network Partner as a target enrollee in the EBSMP.

- "Engaged Member(s)" means a Qualified Member that meets criteria for EBSMP Services who has agreed to participate in, and who has attended at least one session of an EBSMP Workshop.

- "Enrolled Member(s)" means a Qualified Member that meets criteria for EBSMP Services who has agreed to participate in, and who has completed registration (including confirmation of date and/or time) for EBSMP Workshop.

- "Completed Member(s)" means a Qualified Member that meets criteria for EBSMP who has agreed to participate in, and who has completed the required number EBSMP Workshops to satisfy the completion requirements set out by the licensing entity.

- "Certified Leader(s)" means an individual who has completed the appropriate training and maintains the appropriate certifications to facilitate an EBSMP Workshop according to the requirements set out by the licensing entity.

- "Certified Trainer(s)" means an individual who has completed the appropriate training and maintains the appropriate certifications to facilitate an EBSMP Workshop and to train Leaders of those EBSMP Workshops according to the requirements set out by the licensing entity.

1. Personnel and Training: Network Partner shall:

   a) Ensure that Programs are conducted under the license provided by Self-Management Resource Center (SMRC). Network Partner shall provide to Subcontractor a copy of such license(s) due upon signing of this Agreement and ongoing at times of renewal. If neither Network Partner nor the Subcontractor engaged to provide EBSMP under this Agreement does not have a current license, the Program(s) must be discontinued until a current license is obtained.

   b) Ensure that Programs are only taught by persons who have successfully met all applicable prerequisites set by SMRC, completed an approved leader/ instructor training and maintained their certification per individual Program guidelines. If there are no approved leaders available the Program must be discontinued until a qualified leader(s) is obtained.
c) Ensure that all staff (including volunteers) involved in delivering the Program(s) whose activities involve i) collecting participant personally identifiable information (PII) or protected health information (PHI); ii) requesting and securing participant consent to share their PII or PHI data; iii) collecting, storing, transmitting, performing data entry and destroying PII or PHI data; and/or iv) reporting and mitigating any data breaches, should they occur, to sign a Nondisclosure Agreement, as applicable, and complete an Information Security Awareness Training or any other training required by Primary Contract, within 60 days of their start date and annually thereafter. The Nondisclosure Agreements, Exhibit G attached hereto, for data collection and data entry personnel must be kept by the Subcontractor in locked, secure storage until Subcontractor submits these forms to Network Partner in accordance with the timeframes in Exhibit E. Network Partner will keep the signed Nondisclosure Agreements in locked, secure storage for four years. Subcontractors and their staff (including volunteers) need to be trained on the Primary Contract’s security practices and follow policies and procedures outlined by Primary Contract or Network Hub for the handling, transfer, storage or destruction of information supplied by Engaged, Enrolled or Completed Members. Subcontractors will keep records documenting that appropriate personnel have completed Information Security Awareness Training, as required by the Primary Contracts and copies shall be delivered to Network Partner in accordance with Exhibit E.

2. Program Implementation: Subcontractors shall, at a minimum:

a) Schedule and provide EBSMP workshops outlined in Table 1 within Service area outlined in Exhibit B. Subcontractor coordinate with Network Partner on scheduling workshops as directed by Network Partner.

b) Recruit and register participants for each EBSMP workshop as prescribed by that specific Program, subject to the oversight of Network Partner.

c) Recruit and schedule Certified Leaders to facilitate EBSMP workshops for each EBSMP workshop as prescribed by that specific Program or Network Partner, subject to the oversight of MA4 or Network Hub.

d) Supply each Engaged Member for SMRC Programs with the most recent edition of Living a Healthy Life with Chronic Conditions workbook and the Relaxation for Mind and Body audio CD.

e) Provide confirmation calls to Enrolled Member between one (1) and three (3) days prior to the first two in-person workshop sessions. Outreach shall include validation of identity, and review dates, times and location of Member’s scheduled Workshop.

f) Notify Network Partner of workshop cancellation at a minimum of five (7) seven days prior to the scheduled start date of the Workshop.

g) Notify Network Partner of a change in the date, time or location of Workshop.

h) Strictly comply with all applicable state and federal laws and regulations regarding confidentiality and security of health information, including, without limitation, the Health Insurance Portability and Accountability Act of 1996 ("HIPAA").
i) Comply with all applicable laws in fulfilling its obligations under this Agreement, including, without limitation, HIPAA. Subcontractor shall ensure that its agents and Program leaders do not engage in any discriminatory, abusive or harassing behavior.

j) In collaboration with the Network Partner, post all upcoming Workshops using the agreed upon online calendar and scheduling tool as directed by Network Partner.

k) Complete and adhere to all requirements, policies and procedures developed in conjunction with MA4, Network Hub and Network Partner to successfully implement EBSMP, adhere to funding requirements, monitor and assure Program delivery according to fidelity standards, implement a quality assurance program, and report Program data.

3. Program Reporting, Monitoring, Participant Information and Evaluation: Subcontractor shall fulfill all policies and procedures governing paperwork flow and reporting to ensure, at a minimum, Network Partner fulfills its financial and data reporting requirements and program fidelity responsibilities established by the MA4, Network Hub, Network Partner, the Primary Contract, SMRC and other partners as applicable. This includes information related to all EBSMP workshops. In addition, Subcontractors shall:

a) Fulfill all documentation and reporting requirements as may be necessary for the operation of the EBSMP.

b) Designate a contact person who will receive a copy of this Agreement, help ensure that the above responsibilities are upheld, and maintain communication with the Network Partner. Network Partner has also provided a primary contact for this Agreement listed below. The Designated Contact report is due upon signing of this Agreement or within thirty (30) days of change in personnel.

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<tr>
<th>Name</th>
<th>Title</th>
<th>Phone Number</th>
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</table>

Email

XXXXXXX, XXXXXXXX
XXX.XXX.XXXX

Email

For the Primary Contract in Exhibit A, Subcontractor agrees to make best efforts to produce the following number of Completed Members Years 1 through 3, should the contract be extended beyond Year 1:
TABLE 1:

<table>
<thead>
<tr>
<th>Number of Workshops and Primary Contract Completed Members</th>
</tr>
</thead>
<tbody>
<tr>
<td>CDSMP Primary Contract Completed Members:</td>
</tr>
<tr>
<td>• Year 1: XXX</td>
</tr>
<tr>
<td>• Year 2: XXX</td>
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<tr>
<td>• Year 3: XXX</td>
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</tbody>
</table>

4. **Technology Services:** Subcontractor shall provide the following:

a) Subcontractor shall establish and maintain systems capabilities that are compatible with Network Partner’s information systems to comply with the reporting and financial billing requirements established. The systems shall include electronic data processing, transmission and storage, and telephonic capabilities.

b) Subcontractor processes will be compliant with all mandated regulations, Primary Contract requirements, and HIPAA standards for the systematic protection of Confidential and Personal Health Information ("PHI") and Personally Identifiable Information ("PII") in transit and at rest.

c) Each party shall have access to the other party for the data exchanges via HIPAA compliant Salesforce or other preapproved processes. Subcontractor, Network Partner, Network Hub, MA4 and other parties as identified to fulfill reporting and other requirements agree to utilize only preapproved processes for all electronic data exchanges.

d) Each party shall use commercially reasonable efforts to maintain the most current and updated virus detection and data security software, reduce the likelihood that data sent and received during any data transmissions contains any unauthorized material, including without limitation, a computer virus or other contaminants.

e) Each party shall immediately notify the other should it experience any compromise of its security safeguards that has or is likely to lead to an inappropriate use or disclosure of Confidential Information, PII or PHI.

f) Subcontractor shall implement and maintain a data recovery program to back up and restore Member data in the event of any data loss. Subcontractor agrees to document such safeguards, and agrees to provide such documentation to Network Partner upon request.

g) Subcontractor shall give Network Partner reasonable advance notice of any planned change to Subcontractor’s computing infrastructure which could impact accurate and timely processing of Member data.
h) **Subcontractor** shall establish and maintain systems capabilities on supported hardware and software versions and provide documentation upon request demonstrating compliance. All data transmissions shall be in a format mutually agreed upon by the parties.

i) **Subcontractor** shall provide reasonable assurance that access to computer equipment, storage media and program documentation is restricted to properly authorized individuals, and that environmental controls exist.

j) **Subcontractor** shall provide reasonable assurance that logical access to system resources (i.e., programs, data, tables and parameters) is reasonable and restricted to properly authorized individuals.

k) **Subcontractor** shall provide reasonable assurance that processing is appropriately authorized and scheduled, and deviations from scheduled processing are identified and resolved.

l) **Subcontractor** shall provide a dedicated contact person for all Information Technology operational interactions, escalations and system planning & development efforts to maintain the services.

**Subcontractor:**
- Name:
- Phone:
- Email:

5. **Data:**

a) Data Privacy. Subcontractor, Network Partner, MA4 and Network Hub, to the extent required under the circumstances, shall comply with all applicable federal and state laws and regulations regarding the processing, storage, handling, collection, and transmission of Member Data, including, but not limited to, information therein that relates to, or is about, an identified or identifiable person.

b) Data Security. Subcontractor shall establish and maintain throughout the Term, and, to the extent Member Data is retained, thereafter adequate physical, administrative and electronic safeguards to protect the Member Data from unauthorized use or disclosure and to safeguard against the destruction, loss, alteration, and unauthorized access to Member Data in the possession of Subcontractor and during the electronic transmission, storage, and shipping of data.

c) Subcontractor shall implement and maintain a data recovery program to back up and restore the Member Data in the event of any data loss. For clarity, no Member Data shall be placed by Subcontractor on any laptop or non-secure server or otherwise removed from a secure environment at a Subcontractor Location.
d) Protection of Member Data. Subcontractor shall, for reporting and reimbursement purposes, develop and implement policies to segregate all Member Data from that of any other Subcontractor client.
EXHIBIT D

FEE SCHEDULE- (FOR SERVICES IN EXHIBIT C-1)

Evidence-Based Self-Management Program Workshop: XXXX per Completed Member.

INVOICING AND PAYMENT TERMS

a) Notification of Completion and Invoices. Subcontractor shall submit to Network Partner, in the form and format agreed by the Parties, documentation, per month, of number of Primary Contract Completed Members, and invoice no later than the 15th of the month for the preceding calendar month for all services completed as described above in Exhibit C-1.

   Email invoices to: XXXX
   Or mail to: XXXX
   Attention: XXX
   Address: XXXXXXX

b) Timeliness of Invoices. Subcontractor shall invoice all fees within one hundred twenty (120) days after the month in which the services were completed. If Subcontractor fails to invoice such fees within one hundred twenty (120) days, Network Partner shall be under no obligation to pay and Subcontractor shall waive any right it may have to invoice for and collect such fees.

c) Payment. Properly invoiced fees for each month shall be due and payable to Subcontractor within thirty (30) days after the date Network Partner receives payment for those services from Primary Contract(s), if applicable, and Network Hub, and all conditions for payment are met by Subcontractor. In the event invoice fees are not paid within 30 days after the date Network Partner receives payment for those services from Primary Contracts, if applicable, or Network Hub or all conditions for payment are met by Subcontractor, whichever is later, interest shall accrue on unpaid amounts at the rate of five percent per annum.

Auditing. Network Partner shall have the right to audit the books and records of Subcontractor to substantiate any requests for payments made hereunder.
EXHIBIT E

INSURANCE COVERAGE AND DOCUMENTATION

Capitalized terms and required documentation used in this Exhibit have the meanings set forth in the Agreement. Required attachments must be submitted to Network Partner per the due dates listed below. Subcontractor shall provide all required documents via e-mail to XXXX.

Insurance Verification Items. Subcontractor shall input their insurance limits for each coverage listed below, which shall meet the limits outlined in Section 7 of this Agreement. Subcontractor shall furnish copies of the declarations page and ACCORD certification naming XXXX as additionally insured for each coverage and limit listed below within 14 days of contract execution.

- Workers Compensation and Employers’ Liability- Limit $________
- Commercial General Liability- Limit each occurrence $________ / $________ aggregate

Staffing Verification Items for EXHIBIT C Services.

By completing the table below and signing this form, Subcontractor confirms the completion of all required trainings for Staff and Volunteers involved in activities outlined in this Agreement. The table below must be completed and submitted to Network Partner upon signing this Agreement and every three (3) months thereafter.

<table>
<thead>
<tr>
<th>Name of Staff and Volunteers engaging in Services</th>
<th>Signed Memorandum of Understanding</th>
<th>Completion of Privacy and Security Practices Training and Signed Nondisclosure Agreements</th>
<th>Signed Nondisclosure Agreements</th>
</tr>
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<tbody>
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</tr>
</tbody>
</table>

___________________________________  ________________
Name, Title                           Date

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10036193.1
EXHIBIT F
MEMORANDUM OF UNDERSTANDING

- I understand that I will be authorized to teach chronic disease self-management education (CDSME), which includes but is not limited to the Chronic Disease Self-Management Program (CDSMP) only after I have attended all required days of leader training and am approved to do so by the Master Trainers. Attendance of trainings does not guarantee leader certification.

- CDSME trainings are only open to those who meet certain qualifications and who have been pre-screened and approved. All applications must receive prior confirmation of their approval to attend the leader training. No walk-ins will be allowed into the training workshop.

- I agree to co-facilitate one 6-week CDSMP workshop within six months following the leader training and a second workshop within a year of my training.

- I understand that the Subcontractor may ask me to submit proposed dates for my workshop(s) prior to attending the training.

- In order to keep my certification as a leader, I agree to teach one 6-week workshop annually from the date of my training.

- I will co-lead with another trained leader for each program I am trained in.

- I understand that the Self-Management Resource Center (SMRC) CDSME programs are heavily scripted and agree to teach in strict accordance with SMRC’s Leader manual. I agree not to offer personal advice, health advice, or medical advice. Nothing can be added to these programs.

- I understand that guest speakers may not lead any part of the course.

- I agree to ensure that workshops are held in facilities that are physically accessible to people with disabilities and have meeting rooms that are safe and comfortable.

- I agree to partner with the Subcontractor for submitting class information before a workshop is held, allowing the AAA staff to observe a workshop, and submitting paperwork in a timely manner per the outlined policies and procedures provided by the Subcontractor.

- I understand that as a SMRC leader, I am not an employee of the Subcontractor. I further understand that, depending on the funding source, there may not be a fee for the training and materials at this time, and there may not be financial compensation for the training. I may be responsible for my own transportation, lodging and meals while attending this training.

- I agree to undergo security and awareness training related to the completion, transfer and storage of CDMSE paperwork that may contain personally identifiable information (PII) or, in some cases, protected health information (PHI).

- I agree to sign a nondisclosure agreement related to protected PII and PHI.

Subcontractor: __________________________  Leader: __________________________

By: __________________________  By: __________________________

Name: __________________________  Name: __________________________

Date: __________________________  Date: __________________________
EXHIBIT G

NONDISCLOSURE AGREEMENT

This nondisclosure agreement (hereinafter “Agreement”) is made and entered into as of January 1, 2018 (the “Effective Date”) between [XXXX], ("Subcontractor") and [NAME OF INDIVIDUAL], ("XXXX").

1. Purpose. The parties wish to pursue an agreement to deliver chronic disease self-management education (CDSME) to individuals throughout Missouri.

2. "Confidential Information" means any policies, trade secrets, intellectual property, methods, protocols, manuals, and confidential reports, or personally identifiable information or protected health information provided by individuals engaged to receive CDSME. This can include individuals that meet criteria for CDSME, have agreed to participate in a CDSME workshop, and who have:

   a) Completed registration for a CDSME workshop (Engaged Individuals);

   b) Attended at least one session of a CDSME workshop (Enrolled Individuals); or

   c) Completed the required number CDSME workshops to satisfy the completion requirements set out by the licensing entity (Completed Individuals).

3. Non-use and Non-disclosure. Each party agrees not to use any Confidential Information for any purpose except to evaluate and engage in discussions with those individuals who are required to have the information in order to evaluate or engage in discussions concerning delivering of CDSME.

4. Maintenance of Confidentiality. Each party agrees that it shall take reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information. Each party agrees it will not disclose any data in the workshop materials completed by Engaged, Enrolled and Completed Individuals and will follow all standard safeguards for protecting this information, including transmitting the forms in sealed envelopes and storing them in secure, locked locations. If involved in data entry, each party agrees it will only share the data via the designated, secured, password protected database authorized by the Primary Contract(s). After the data is entered, each party agrees it will destroy the forms per the policies and procedures as required by XXX per XXX’s contractual obligations.

5. Security Training and Awareness. By signing this Agreement, I certify that I have undergone the appropriate security and awareness training and Health Insurance Portability and Accountability Act of 1996 (HIPAA) training, as applicable.

Subcontractor: ______________________________
By: ______________________________
Name: ______________________________
Date: ______________________________

Individual: ______________________________
By: ______________________________
Name: ______________________________
Date: ______________________________

Commented [ES1]: If between Subcontractor and Leader use "Leader" here. If between Subcontractor and a staff person, use "Individual" here.

Commented [ES2]: Use Leader or Individual here.