

HOME AND COMMUNITY-BASED SERVICES MA4 NETWORK PARTNER AGREEMENT

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. The Missouri Association of Area Agencies on Aging seeks to establish an integrated network among its Area Agency on Aging ("**AAA**") partners to provide improved and sustained access to community-based programming through contracts with federal and state agencies, health payers, providers, and purchasers.

This integrated network includes investment from AAA partners across the state to ensure the arrangement and delivery of quality community-based programming throughout Missouri. Together, the following AAAs form the statewide integrated network – Care Connection for Aging Services; Central Missouri Area Agency on Aging; Mid-America Regional Council (MARC); Aging Ahead; Northeast Missouri Area Agency on Aging; City of St. Louis, Department of Human Services, St. Louis Area Agency on Aging; SeniorAge Area Agency on Aging; and Aging Matters. MARC serves as the network hub, with responsibility to ensure efficient and streamlined administration, quality oversight and financial management functions for the integrated network. In addition, the network will leverage contracts with health payers, providers and purchasers to sustain the community-based programming for the integrated network, and the network hub will work to centralize these efforts.

This Agreement sets out the partnership terms for the integrated 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 Home and Community-Based Services MA4 Network Partner Agreement ("**Agreement**") effective on **July 1, 2018** ("**Effective Date**"), by and between Missouri Association of Area Agencies on Aging, a nonprofit public benefit corporation ("**MA4**"), and _____, an Area Agency on Aging (AAA) ("**Network Partner**").

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**") are set forth in **Exhibit A**. The Populations and related service areas are listed in **Exhibit B** (the "**Populations and Service Areas**"). MA4 shall provide Network Partner with updated versions of Exhibits A and B upon entering into any additional Primary Contracts related to Network Partner.

B. Network Partner attests that it has necessary qualifications and experience and personnel to provide or oversee the provision of HCBS. Network Partner is an Area Agency on Aging

(AAA) with a mission to assist older adults in Missouri to access needed services that has experience in providing or overseeing subcontracts for the provision of HCBS.

C. MA4 desires to subcontract with Network Partner for the provision of HCBS in support of MA4's performance of the Primary Contracts, and Network Partner desires to accept such subcontract arrangement. The purpose of the subcontract arrangement is to ensure that MA4 fulfills its obligations of providing HCBS to the Populations in the Service Areas listed on Exhibit B. Network Partner may directly provide the Services through Network Partner staff (including volunteers) or arrange for the provision of Services through subcontractual arrangements with other organizations, entities or individuals ("Subcontractor"). Network Partner will be responsible to assure and monitor that Subcontractor(s) meet the requirements outlined in this Agreement.

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, monitoring of data collection and reporting, and financial management of the Agreement, including disbursing payments to Network Partners.

AGREEMENT

The foregoing recitations are hereby incorporated into this Agreement as through they were here fully set forth. In consideration of the mutual covenants contained herein, and other good and valuable consideration, MA4 and Network Partner agree as follows:

1. MA4 Duties. MA4 shall be responsible for the following either directly or under arrangement with the Network Hub for, including but not limited to:

1.1 Negotiating, entering into, and performing administrative duties under the Primary Contracts;

1.2 Purchasing program licenses, as needed, for Network Partner to deliver Services under the Primary Contracts;

1.3 Providing approved educational and program materials and requirements, forms, reporting procedures, budgeting and invoicing guidance relating to Network Partner's performance of the Services;

1.4 Providing Network Partner with copies of applicable requirements under any Primary Contract and MA4's related clinical protocols, policies, and procedures, and providing ten (10) days' advance written notice to Network Partner of any modification to any such requirements, protocols, policies, or procedures, and will provide prompt notice to Network Partner of any amendments to the Primary Contracts;

1.5 Providing reasonable guidance to Network Partner regarding the terms and activities required to provide Services under the Primary Contracts;

1.6 Providing reasonable ongoing technical assistance, to Network Partner in relation to provision of the Services;

1.7 Coordinating the data collection and evaluation process, providing access to shared information technology systems where appropriate, as determined by MA4 in its sole reasonable discretion;

1.8 Overseeing performance and quality according to the terms of the Primary Contracts by evaluating whether Network Partner's performance meets standards and taking appropriate remedial action including, but not limited to, placing restrictions on Network Partners' performance of Services unless and until Network Provider meets specified performance standards.

Network Partner acknowledges and agrees any duty assigned to MA4 in this Agreement may be performed by Network Hub on MA4's behalf.

2. Network Partner's Services. Network Partner shall provide (either directly or through contract with one or more third parties ("**Subcontractors**") the services identified in the statement of work attached as **Exhibit C** ("**Services**") on behalf of and as directed by **MA4** 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.

3. Network Partner's Representations, Warranties, and Covenants.

3.1 Representations and Warranties. Network Partner represents and warrants that:

(a) Qualifications. Network Partner, and all persons or entities it employs, contracts with, or engages to perform Services, are, as applicable, duly organized, qualified, and in good standing to do business in the State of Missouri and 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 MA4. Network Partner will notify **MA4** 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 Network Partner nor any of its officers, managers, directors, employees, or Subcontractors 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. Network Partner shall immediately notify MA4 if any above person or entity associated with the Network Partner becomes the subject of an investigation that could threaten Network Partner's ability to continue to accurately represent and warrant the statements in this Section 3.1(b). Network Partner shall immediately notify MA4 if and when it can no longer represent and warrant the statements in this Section 3.1(b). Such notice to MA4 shall be in writing and shall state the reason(s) why such representations and warranties can no longer be made by Network Partner.

3.2 Covenants. Network Partner covenants that:

(a) Excluded Persons. Network Partner 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 Network Partner, or any of its officers, directors, managers, employees, or Subcontractors, becomes the subject of any of the actions described in this paragraph, Network Partner will give immediate written notice thereof to MA4.

(b) Confidential Information. Network Partner acknowledges that, in the course of performing its duties hereunder, MA4 will disclose to Network Partner Confidential Information (as defined below) having a special and unique nature and value relating to MA4. As a material inducement to MA4 to enter into this Agreement, Network Partner agrees that, unless MA4 provides prior written consent, Network Partner 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 Network Partner through or in the course of its relationship with MA4. As an exception to the foregoing, Network Partner 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 MA4 reasonable written notice to allow MA4 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 Network Partner and Network Hub 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, personally identifiable information or protected health information. Confidential Information of MA4 shall exclude information that:

(A) was already in the possession of Network Partner prior to its receipt from MA4 (provided that Network Partner is able to provide MA4 with reasonable documentary proof thereof);

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

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

(D) is made available by MA4 to a third party unaffiliated with MA4 on an unrestricted basis;

(E) is independently developed by Network Partner completely without reference to any Confidential Information of MA4, as evidenced by Network Partner’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 Network Partner.

(2) If this Agreement is terminated, Network Partner shall promptly return to MA4 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 MA4 and upon the express written instruction of MA4, Network Partner 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, Network Partner will continue to be bound by Network Partner's confidentiality obligations under this Agreement, subject always to the Missouri Sunshine Law. MA4 is 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. Network Partner assures Network Partner and its Subcontractors engaged to provide the HCBS will maintain all Qualifications for the duration of this Agreement. Network Partner will give MA4 written notice immediately upon the loss, suspension, or any other adverse action regarding any Qualification of Network Partner, its Subcontractors engaged to provide HCBS.

(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 or Network Partner is accredited.

(e) Quality Improvement. Network Partner will cooperate with MA4 and Network Hub in the conduct of quality improvement activities.

(f) Primary Contract Compliance. Network Partner will cooperate with MA4 and Network Hub in MA4's efforts to comply with the Primary Contracts. Network Partner shall comply with the Primary Contract terms applicable to the Services.

(g) Information Requests. Network Partner will produce any document or information in its possession that MA4 or Network Hub 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. Network Partner 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 Network Partner retain them for a period of less than four years.

(i) Protected Health Information. To the extent applicable, Network Partner shall maintain and provide MA4 with proof of Health Insurance Portability and Accountability Act

of 1996 ("HIPAA") training and monitoring for all staff (including volunteers) or Subcontractors engaged to provide the HCBS with access to Protected Health Information, as those terms are defined in HIPAA.

(j) No Discrimination. Network Partner 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. Network Partner 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) (1) Training. If requested by MA4 or Network Hub or required by the Primary Contracts, Network Partner agrees to become, or require its Subcontractors engaged to perform Services under Primary Contracts 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. Network Partner 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. Network Partner staff and Subcontractors engaged in providing Services shall have suitable training and skills to perform the Services. Network Partner shall provide upon MA4's or Network Hub's request a list of all personnel dedicated to providing Services under this Agreement and their respective job titles. MA4 may in its discretion from time to time require Network Partner to remove any such personnel, with or without cause, and Network Partner shall complete such removal within twenty four (24) hours and replace such individual as soon as practicable at no cost to [MA4](#), and shall notify MA4 of the identity of the replacement individual. Network Partner shall ensure that all personnel who performs work under this Agreement is informed of Network Partner's confidentiality obligations under this Agreement and agree in writing to comply with such obligations. Network Partner and its Subcontractors engaged to perform Services under this Agreement 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, MA4 will pay Network Partner or Network Hub pursuant to [Exhibit D](#).

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

5. Oversight of Subcontractors.

5.1 If Network Partner contracts out to, or delegates to, any Subcontractor any portion of the Services Network Partner is to provide under this Agreement, Network Partner shall ensure that such Subcontractor provides the Services in

compliance with this Agreement and that such Subcontractor is performing the obligations and covenants of Network Partner set forth in this Agreement.

5.2 Any breaches by any Subcontractor of the obligations or covenants imposed by this Agreement upon Network Partner shall be considered breaches of the obligations or covenants imposed by this Agreement upon Network Partner.

5.3 In order to provide assurance that Subcontractors are performing the obligations and covenants of Network Partner set forth in this Agreement, Network Partner shall cause each Subcontractor to whom it contracts out or delegates any portion of Services to be performed by Network Partner under this Agreement to execute an addendum obligating the Subcontractor to be bound by the obligations and covenants imposed on the Network Partner by this Agreement as if the Subcontractor was a party to this Agreement and prohibiting the Subcontractor from assigning or delegating the provision of Services contracted or delegated to the Subcontractor to any other parties, persons or entities.

6. Term and Termination.

6.1 Term. The initial term of this Agreement shall be from the Effective Date through **June 30, 2019**, 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. MA4 may elect to terminate this Agreement immediately if the Primary Contract Parties fail to pay material amounts that are due to MA4 under the Primary Contracts.

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 Network Partner shall not be relieved of liability to MA4 or Network Hub for injury or damages sustained by MA4 or Network Hub by virtue of any breach of this Agreement by the Network Partner. In the event of termination pursuant to Section 6.2 above, MA4 may withhold any payments to the Network Partner for the purpose of set off until such time as the exact amount of damages due to MA4 or Network Hub is determined. MA4 or Network Hub shall pay the Network Partner for all Services performed satisfactorily to the effective date of termination provided that the Network Provider is not in default of the terms of the Agreement and submits to MA4 or Network Hub 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. MA4, Network Hub and Network Partner engaged to provide Services will 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, Network Partner shall name MA4 and Network Hub as additional insured on the policies and shall furnish to Network Hub (MARC) with certificates of insurance and endorsements of all required insurance for Network Partner. The documentation must be signed by a person authorized by that insurer to bind coverage on its behalf. Network Partner shall provide immediate notice to Network Hub (MARC) if any of the below described policies receive notice of cancellation or nonrenewal from its insurer.

(a) General Liability: MA4, Network Hub and Network Partner and its Subcontractors engaged to provide Services, will 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). MA4 and Network Hub (MARC) must be listed as an additional insured, and the certificate must list the corporate name of the Network Partner 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: Network Partner shall provide the Network Hub 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 Hub.

(c) To qualify as a self-insured entity, Network Partner and its Subcontractors 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 MA4 and the Network Hub 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 Hub (MARC) in writing of any pending cancellation of coverage at least thirty (30) days in advance of cancellation.

(d) All Subcontractors will be held accountable to the same insurance requirements expected of the Network Partner and its Subcontractors. Network Partner must obtain appropriate insurance information from their Subcontractor(s) and forward this information directly to the Network Hub (MARC).

(e) Before commencing performance of Services, Network Partner shall furnish MA4 and Network Hub with certificates of insurance and endorsements of all required insurance for Network Partner. The documentation must be signed by a person authorized by that insurer to bind coverage on its behalf. Network Partner shall provide immediate notice to MA4 and Network Hub if any of the above described policies receive notice of cancellation or nonrenewal from its insurer.

All documentation shall be submitted to Network Hub at the following address: MARC, Aging and Adult Services, 600 Broadway, Suite 200, Kansas City, MO 64105.

7.2 Indemnification.

(a) Network Partner will indemnify and hold harmless MA4 and Network Hub from and against all damages, claims, liabilities, and losses (including reasonable attorney's fees and related costs) resulting from Network Partner's (or any of its Subcontractor'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, gross negligence, or willful misconduct of MA4 or its agents, representatives, officers or employees, including Network Hub.

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

(c) In addition to Network Partner's oversight obligations set forth in Section 5 of this Agreement, Network Partner acknowledges that it is responsible for the conduct of any and all of its Subcontractors who perform any portion of the Services to be performed by Network Partner under this Agreement for purposes of the indemnification obligations set forth in this Section 7.2.

8. Miscellaneous.

8.1 Relationship of Parties. The relationship between Network Partner and MA4 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. Network Partner 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 Network Partner to provide Services hereunder. No person acting on behalf of Network Partner shall have any claims against MA4, Network Hub or any of the Primary Contract Parties for compensation, overtime, vacation pay, sick-

leave, retirement benefits, or employee benefits of any kind, and Network Partner shall indemnify MA4, Network Hub 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 assign. Except with respect to the Network Partner contracting or delegating its obligations to perform Services to Subcontractors pursuant to the other terms of this Agreement, 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 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, and E 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 MA4 and Network Hub:

Missouri Association of Area Agencies on Aging
P.O. Box 104296
Jefferson City, MO 65110
Attn: Catherine Edwards

Mid-America Regional Council
Aging and Adult Services
600 Broadway, Suite 200
Kansas City, MO 64105
Attn: James Stowe

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: MA4

Catherine Edwards, Executive Director

Date

Date

For: Network Partner

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

Network Partner 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 listed below.

| County: | County: | County: |
|----------------|----------------|----------------|
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EXHIBIT C

STATEMENT OF WORK- ACL CDSME Grant

Evidence Based Self-Management Programs ("EBSMP")

Network Partner shall provide or arrange for the provision of quality delivery of Self-Management Programs ("**Programs**") and leader trainings for the *Self-Management Resource Center: Chronic Disease Self-Management Program (CDSMP)*.

All workshop classes and leader trainings 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)**. MA4 shall provide to **Network Partner** a copy of the such license(s) due upon signing of this Agreement and ongoing at times of renewal. If neither MA4, the Network Partner or any Subcontractors 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 pre-requisites 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), Subcontractors or other entities 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 for data collection and data entry personnel must be kept by the Network Partner for four years in locked, secure storage. Network Partners, their staff (including volunteers) and Subcontractors 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. Network Partners will keep records documenting that appropriate personnel have completed Information Security Awareness Training, as required by the Primary Contracts.

2. **Program Implementation:** Network Partners shall, at a minimum:

- a) Schedule and provide EBSMP workshops and leader trainings as outlined in Table 1 within Network Partner's Service area. Network Partner shall notify MA4 at least thirty (30) days prior to offering a scheduled workshop or as directed by *Network Hub*.
- b) Recruit and register participants for each EBSMP workshop as prescribed by that specific Program, subject to the oversight of MA4.
- c) Schedule and recruit individuals to attend leader training and become Certified Trainer.
- d) Recruit and schedule Certified Leaders to facilitate EBSMP workshops for each EBSMP workshop as prescribed by that specific Program or *Network Hub*, subject to the oversight of MA4.
- e) Supply each Engaged Member for SMRC Programs with the most recent edition of *Living a Healthy Life with Chronic Conditions workbook* and the *Relaxtion for Mind and Body* audio CD.
- f) 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.
- g) Notify MA4 project coordinator of workshop cancellation at a minimum of five (5) business days prior to the scheduled start date of the Workshop.
- h) Notify MA4 project coordinator of a change in the date, time or location of Workshop.
- i) 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").
- j) Comply with all applicable laws in fulfilling its obligations under this Agreement, including, without limitation, HIPAA. Network Partner shall ensure that its agents and Program leaders do not engage in any discriminatory, abusive or harassing behavior.

- k) Post all upcoming Workshops using the agreed upon online calendar and scheduling tool.
- l) Complete and adhere to all requirements, policies and procedures developed in conjunction with MA4 and Network Hub 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.
- m) Contract with service providers to deliver the EBSMP workshops and leader trainings in order to assist MA4 to meet its goals set by the Primary Contract.

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

- a) Fulfill all documentation and reporting requirements including data entry into into AgingIS, NCOA and other systems 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 Hub. MA4 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.

| <i>Name</i> | <i>Title</i> | <i>Phone Number</i> |
|--------------|--------------|---------------------|
| <i>Email</i> | | |

Cathy Boyer-Shesol, Associate Project Director
816.701.8246

cboyer@marc.org

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

TABLE 1:

| Number of Workshops and Primary Contract Completed Members | Number of New Leaders Trained |
|---|---|
| CDSMP Primary Contract Completed Members: <ul style="list-style-type: none"> • Year 1: XXX • Year 2: XXX • Year 3: XXX | <ul style="list-style-type: none"> • Year 1: XXX • Year 2: XXX • Year 3: XXX |

Network Partners are expected to maintain baseline levels of CDSMP Completed Members produced through other funding sources and partnerships prior to the execution of the Primary Contract in Exhibit A (“**Additional Completed Members**”). The Primary Contract Completed Member targets represent new completers from this baseline activity. The table below represents the baseline activity and Primary Contract Completed Members expected throughout Missouri over three years. A goal of the Primary Contract is to develop new funding sources over time. The growth in Additional Completed Members is intended to reflect the growth in Completed Members from new funding sources over the next three years and a shift in reliance from the Primary Contract.

| EBSMP Completed Members in Missouri | | | |
|-------------------------------------|------------------------------------|------------------------------|-------|
| | Primary Contract Completed Members | Additional Completed Members | Total |
| Year 1 | 360 | 375 | 735 |
| Year 2 | 405 | 575 | 980 |
| Year 3 | 200 | 1,100 | 1,300 |

As new funding sources are identified and contracts are executed, Completed Member targets for these new funding sources will be developed.

4. **Technology Services:** Network Partner shall provide the following:
 - a) Network Partner shall establish and maintain systems capabilities that are compatible with MA4’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) Network Partner 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. Network Partner, 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) Network Partner shall implement and maintain a data recovery program to back up and restore Member data in the event of any data loss. Network Partner agrees to document such safeguards, and agrees to provide such documentation to MA4 upon request.
- g) Network Partner shall give MA4 reasonable advance notice of any planned change to Network Partner's computing infrastructure which could impact accurate and timely processing of Member data.
- h) Network Partner 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) Network Partner 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) Network Partner 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) Network Partner shall provide reasonable assurance that processing is appropriately authorized and scheduled, and deviations from scheduled processing are identified and resolved.
- l) Network Partner shall provide a dedicated contact person for all Information Technology operational interactions, escalations and system planning & development efforts to maintain the services.

Network Partner:

Name:

Phone:

Email:

5. **Data:**

- a) Data Privacy. Network Partner, its Subcontractors, 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. Network Partner 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 Network Partner and during the electronic transmission, storage, and shipping of data.
- c) Network Partner 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 Network Partner on any laptop or non-secure server or otherwise removed from a secure environment at a Network Partner Location.
- d) Protection of Member Data. Network Partner shall, for reporting and reimbursement purposes, develop and implement policies to segregate all Member Data from that of any other Network Partner client.

EXHIBIT D

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

Evidence-Based Self-Management Program Workshop: \$___ per Completed Member up to the number of Primary Contract Completers identified in Exhibit C, Table 1 on an annual basis.

Leader training: cost per book and CD for leader training, as applicable, and travel expenses, as necessary and preapproved by Network Hub, up to the number of leaders specified in Exhibit C, Table 1.

INVOICING AND PAYMENT TERMS

- a) **Notification of Completion and Invoices.** Network Partner shall submit to Network Hub, 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: tboston@marc.org
Or mail to: Tonya Boston
Attention: Accounts Payable
Address: Mid-America Regional Council, 600 Broadway, STE 200, Kansas City, MO 64105
- b) **Timeliness of Invoices.** Network Partner shall invoice all fees within one hundred twenty (120) days after the month in which the services were completed. If Network Partner fails to invoice such fees within one hundred twenty (120) days, MA4 shall be under no obligation to pay and Network Partner 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 Network Partner within thirty (30) days after the date Network Hub receives payment for those services from Primary Contract(s), if applicable, and all conditions for payment are met by Network Partner. In the event invoice fees are not paid within 30 days after the date Network Hub receives payment for those services from Primary Contracts, if applicable, or all conditions for payment are met by Network Partner, whichever is later, interest shall accrue on unpaid amounts at the rate of five percent per annum.
- d) **Auditing.** Network Hub shall have the right to audit the books and records of Network Partner 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 Hub per the due dates listed below. Network Partner shall provide all required documents via e-mail to [Tonya Boston \(tboston@marc.org\)](mailto:tboston@marc.org).

Insurance Verification Items. Network Partner shall input their insurance limits for each coverage listed below, which shall meet the limits outlined in Section 7 of this Agreement. **Network Partner shall furnish copies of the declarations page and ACCORD certification naming MA4 and Mid-America Regional Council 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 , Network Partner confirms the completion of all required trainings for Staff and Volunteers involved in activities outlined in this Agreement.

| Name of Staff and Volunteers engaging in Services | | | | | |
|---|--|--|--|--|--|
| ACL Privacy and Security Practices and Signed Nondisclosure Agreements | <input type="checkbox"/> yes <input type="checkbox"/> n/a |