

RESOLUTION NO. 2014-299

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS, PROVISIONS, CONDITIONS, AND REQUIREMENTS OF A BUSINESS ASSOCIATE AGREEMENT AND A SERVICES AGREEMENT BETWEEN ST. JOHNS COUNTY AND COMMUNITY BASED CARE INTEGRATED HEALTH, LLC. (CBCIH) AND AUTHORIZING THE COUNTY ADMINSTRATOR TO EXECUTE THE AGREEMENTS ON BEHALF OF THE COUNTY AND RECOGNIZING AND APPROPRIATING THE UNANTICIPATED REVENUE IN THE AMOUNT OF \$66,000 IN THE COMMUNITY BASED CARE FUND**

**WHEREAS**, CBCIH represents sixteen child welfare lead agencies and works with theses lead agencies to coordinate the delivery of Medicaid services in child welfare; and

**WHEREAS**, the County is a child welfare lead agency; and

**WHEREAS**, CBCIH wishes to enter into a Business Associate Agreement and a Services Agreement (collectively, the Agreements) with the County for the purpose of coordinating the provision of Medicaid services to children in child welfare who are eligible Medicaid enrollees; and

**WHEREAS**, CBCIH shall compensate the County five thousand five hundred dollars (\$5,500) per month for services rendered in accordance with this Agreements; and

**WHEREAS**, the County has reviewed the terms, provisions, conditions, and requirements of the Agreements; and

**WHEREAS**, the County has determined that accepting the terms of the Agreements and entering into the Agreements will serve the interests of the County.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA:**

**Section 1.** The above recitals are incorporated into the body of this resolution, and are adopted as findings of fact.

**Section 2.** The Board of County Commissioners approves the terms, provisions, conditions, and requirements of the Business Associate Agreement and the Services Agreement between the St. Johns County and Community Based Care Integrated Health, LLC, and authorizes the County Administrator, or his designee, to execute the Agreements on behalf of the County. It is also requested that the BCC recognize the unanticipated revenue in the Community Based Care Fund in the amount of \$66,000 and appropriate to CBC Administration.

**Section 3.** To the extent that there are typographical or administrative errors or omissions that do not change the tone, tenor, or context of this Resolution, then this Resolution may be revised, without subsequent approval of the Board of County Commissioners.

**PASSED AND ADOPTED** by the Board of County Commissioners of St. Johns County, Florida, this 21<sup>st</sup> day of October, 2014.

BOARD OF COUNTY COMMISSIONERS OF  
ST. JOHNS COUNTY, FLORIDA

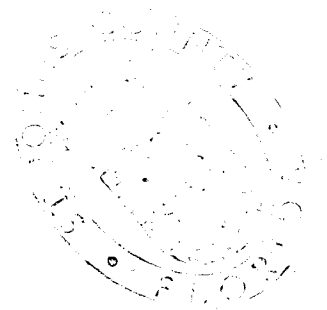
Attest:

Pam Halterman  
Deputy Clerk

By:

[Signature]  
John H. Morris, Chair

RENDITION DATE 10/23/14



**FLORIDA MANAGED MEDICAL ASSISTANCE PROGRAM  
SERVICES AGREEMENT**

**THIS FLORIDA MANAGED MEDICAL ASSISTANCE PROGRAM SERVICES AGREEMENT** (the "Agreement"), is made and entered into this \_\_\_ day of \_\_\_\_\_, 2014 (the "Effective Date"), by and between **COMMUNITY BASED CARE INTEGRATED HEALTH, LLC**, a Florida limited liability company ("CBCIH") and **ST. JOHNS COUNTY**, a political subdivision of the state of Florida ("CBC"). CBCIH and CBC are sometimes referred to herein as a "Party" or collectively as the "Parties."

**RECITALS:**

**WHEREAS**, in 2011 the Florida Legislature enacted Part IV of Chapter 409 of the Florida Statutes directing the Florida Agency for Healthcare Administration ("AHCA") to create the Statewide Medicaid Managed Care program (the "SMMC"); and

**WHEREAS**, the SMMC has two components: The Florida Managed Medical Assistance Program and The Florida Long-Term Care Managed Care Program; and

**WHEREAS**, the Florida Managed Medical Assistance Program includes a specialty plan for the children in the child welfare system; and

**WHEREAS**, Sunshine State Health Plan, Inc., a Florida corporation ("SSHP") is a Florida Medicaid managed care company which is a wholly-owned subsidiary of Centene Corporation, a Delaware corporation; and

**WHEREAS**, AHCA has chosen SSHP to participate in child welfare specialty plan of The Florida Managed Medical Assistance Program to manage the healthcare needs of children in child welfare throughout Florida; and

**WHEREAS**, SSHP will enter into a Medicaid capitation agreement with AHCA for the management of the healthcare needs of children in child welfare throughout Florida (the "AHCA Agreement"); and

**WHEREAS**, CBCIH is a limited liability corporation (LLC) representing sixteen (16) child welfare lead agencies (the "Child Welfare Lead Agencies") which in accordance with Article VIII paragraph 8.1 of the CBCIH Operating Agreement, CBC of Central Florida-Holdings, Inc., a Florida not for profit corporation is the Holder Representative; and

**WHEREAS**, CBC is a Child Welfare Lead Agency; and

**WHEREAS**, by Vendor Agreement with SSHP effective as of January 15, 2014. (the "Vendor Agreement"), CBCIH agreed to require each of the Child Welfare Lead Agencies to assist in the coordination of the delivery of Medicaid services to children in child welfare who are eligible Medicaid enrollees of SSHP ("Members"), on a capitated basis; an

**WHEREAS**, CBCIH desires to engage CBC to coordinate the delivery of Medicaid services to the Members, and CBC desires to accept such engagement, subject to the terms and conditions contained herein.

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions herein contained and for other good and valuable consideration, the receipt and adequacy of which are acknowledged, the Parties hereto, hereby agree as follows:

1. Recitals. The Recitals set forth above are true and correct and are incorporated herein by this reference.
2. Engagement.
  - A. CBCIH hereby engages CBC to coordinate the delivery of Medicaid services to the Members set forth in Exhibit A hereof (the “Scope of Services”), and CBC desires to accept such engagement to provide Services to the Members.
  - B. CBC agrees to coordinate the delivery of the Services in its community based care geographic area in a diligent manner consistent with the training, technical support and resources provided to CBC by CBCIH; provided however, that nothing contained herein shall prohibit CBCIH from performing the Services in the geographic area if CBCIH determines that CBC’s performance is not in accordance with this Agreement.
  - C. Administrative Services. CBC shall provide, the administrative services set forth in this Agreement, including but not limited to the healthcare management functions described in Exhibit A to this Agreement (“*Scope of Services*”), subject to and in accordance with the terms and conditions of this Agreement, applicable Attachments and all applicable Regulatory Requirements.
  - D. Non-Solicitation and Covered Person Communication – During the term of this Agreement or any renewal thereof, and for a period of six(6) months from the date of termination, CBC shall not, advise, counsel or solicit any Covered Person to end enrollment with SSHP, and will not solicit any Covered Person to become enrolled with any other health maintenance organization, or other hospitalization or medical payment plan or insurance policy for any cause. However, this provision shall not be construed to limit the CBC from advising those Covered Persons for whom they have guardianship responsibility as they deem appropriate in good faith in the best interest of the Covered Person. CBC shall not direct marketing efforts at any Covered Person. CBC shall conduct all communications with Covered Persons in a respectful manner.
3. Compensation. In consideration for the provision of services in this Agreement, CBCIH shall compensate CBC, as follows:

- A. **Startup Funding: November 1, 2014 – December 31, 2014:** CBCIH shall reimburse up to \$5,500 per month for actual salary and benefits costs related to additional service coordination resources needed as specified in Exhibit A, Section 2. A detailed invoice and documentation supporting actual expenses shall be submitted in accordance with Section 3D.
  - B. **Ongoing Services Commencing January 1, 2015:** CBCIH shall pay five-thousand, five hundred dollars (\$5,500) per month for services rendered in accordance with this Agreement.
  - C. CBCIH may adjust the rate upon 30 days written notice to CBC based on changes in funding to CBCIH, CBC's performance related to this Agreement, or any other circumstance that CBCIH determines, in its sole discretion, necessitates an adjustment to the rate.
  - D. Payment for services shall be paid thirty (30) days in arrears. CBC shall submit a properly prepared invoice no later than the fifth (5<sup>th</sup>) of every month, along with the appropriate supporting documentation of service provision to CBCIH's Senior Finance Director. CBCIH will review all invoices for accuracy. Any discrepancies will be resolved and if necessary, adjusted on the invoice. Any payments due under the terms of this Agreement may be withheld until all evaluations, financial reports, and/or other requirements of this Agreement due from CBC are completed, and necessary adjustments thereto, have been approved by CBCIH. Invoices returned for rejected documentation to CBC shall be corrected within seven (7) calendar days and accepted by CBCIH in order to be reimbursed for the service provided. Corporation will remit payment of undisputed amounts to the Provider within thirty (30) days of receipt of an approved invoice.
4. Expenses. CBC shall be responsible for payment of all expenses incurred in providing the Services pursuant to this Agreement.
5. Term. This Agreement shall commence immediately upon its execution by all of the Parties hereto, and continue through the term of SSHP'S contract with AHCA, unless earlier terminated. This Agreement will automatically renew for successive one (1) year renewal Terms (collectively, the "Term"), unless either Party gives the other at least 120 days written notice before the end of the then current Term.
6. Termination.
- A. Termination For Cause by CBCIH. This Agreement may be terminated for cause by CBCIH under any of the following circumstances:
    - (i) Upon written notice to CBC, if CBC is in material breach, default or violation of any provision of this Agreement and fails to cure such material breach, default or violation to the reasonable satisfaction of

CBCIH within thirty (30) days after receipt of written notice from by  
CBCIH;

- (ii) Upon gross misconduct by CBC in delivering the Services, which conduct shall include, but not be limited to any criminal misconduct alleged or threat of suspension, moratorium or termination against CBC by any governmental agency or any act involving moral turpitude;
- (iii) If CBC fails to comply with a mutually agreed upon monitoring process with respect to CBC's provision of the Services, after thirty (30) days written notice and an opportunity to cure;
- (iv) Upon any willful negative publicity in any print or electronic media resulting from CBC's willful failure to perform its obligations under this Agreement which tends to hold CBCIH up to ridicule or impairs its relationship with SSHP or AHCA;
- (v) If the ACHA Agreement has not been executed by all of the Parties on or before March 1, 2014;
- (vi) Upon termination of CBC's contract for Lead Agency Services with the Department of Children and Families;
- (vii) Upon termination of the Provider Agreement or the ACHA Agreement;  
and
- (viii) Upon bankruptcy or receivership of CBC.

B. Termination For Cause by CBC. The Agreement may be terminated for cause by CBC, under any of the following circumstances:

- (i) Upon written notice to CBCIH, if CBCIH is in material breach, default or violation of any provision of this Agreement and fails to cure such material breach, default or violation within thirty (30) days after receipt of written notice from CBC;
- (ii) If the ACHA Agreement has not been executed by all of the Parties on or before March 1, 2014;
- (iii) Upon termination of the Provider Agreement or the ACHA Agreement;  
and
- (iv) Upon bankruptcy or receivership of CBCIH.

C. Termination Based Upon Revised Fee Schedule. If CBC is not in agreement with a revised fee schedule received in accordance with Section 3C, CBC may object to the revised fee schedule within the thirty (30) day notice period. In the event of objection by CBC, and if the Parties are unable to agree on a revised schedule, this

Agreement shall terminate as of the end of the thirty (30) day notice of rate change given in accordance with Section 3C.

- D. Obligations After Termination. Upon termination of this Agreement for any reason, CBC's compensation shall immediately cease and CBC shall be entitled to receive only those amounts earned or accrued for Services provided up to the date of termination.
  - E. Other Requirements Upon Termination. Upon termination or expiration of this Agreement, as an express condition of this Agreement, each Party shall refrain from making any disparaging, derogatory or untrue statements or comments, whether written or oral, about or regarding the other Party or any of the other Party's directors, officers, management, or personnel.
7. Agreement Subject to ACHA Agreement and Vendor Agreement. This Agreement shall be subject to the terms and condition set forth in the Vendor Agreement, the ACHA Agreement and the AHCA Agreement performance requirements set forth on Exhibit D attached hereto and incorporated herein.
  8. Grievances and Appeals. CBC shall i) cooperate with SSHP's Covered Person grievance and appeal procedures, ii) report to SSHP all communications from and with Covered Persons relating to Covered Person benefit determinations, complaints, grievances, appeals, and iii) forward to SSHP all documents and records relating to Covered Person benefit determinations, complaints, grievances, appeals.
  9. Non-Discrimination. The Parties shall not discriminate against any Member on the basis of race, color, religion, national origin, sex, marital status, sexual orientation, age, disability, medical condition, source of payment or other status protected by law. CBC hereby acknowledges that, as a governmental contractor, SSHP is subject to various federal laws, executive orders and regulations regarding equal opportunity, which also may be applicable to subcontractors. CBC, therefore, agrees that any and all applicable equal opportunity clauses are hereby incorporated herein as required by federal laws, executive orders, and regulations. CBC shall not subject any Covered Person to discrimination due to such Covered Person's status as beneficiary under the Product Attachment.
  10. Status of Parties. CBCIH and CBC are independent contractors and nothing in this Agreement shall be deemed or construed to create a partnership, joint venture, association, employment, or agency relationship between CBCIH and CBC.
  11. Confidential Information. The Parties acknowledge and agree that the terms and conditions of this Agreement as well as information each Party may come into contact with concerning the other Party including, without limitation, strategic plans, business plans, financial and billing information, payor arrangements or services, methods of operation, marketing strategies, records, trade secrets and other proprietary information as a consequence of the Parties' relationship under this Agreement ("Confidential Information") is strictly confidential and shall not be disclosed, directly or indirectly, to any third-party, or used for any purpose other than to carry out the Parties' respective

obligations hereunder, except as required by law. Upon the termination of this Agreement or for any reason, each Party shall immediately destroy or return any and all materials containing such Confidential Information upon the request of the disclosing Party. The restrictions in this Section on disclosure and use of Confidential Information shall not apply to information which is required by law or which is in the public domain, or which comes into the public domain through no fault of the receiving Party. The obligations of confidentiality hereunder shall terminate two (2) years after the effective date of expiration or termination of this Agreement, unless the Parties otherwise agree in writing. In the event the provisions relating to the Confidential Information are breached by either Party, the extent of actual damages sustained will be difficult to ascertain, although great and irreparable, and compensation at law will be inadequate. Therefore, the Parties expressly agree that the injured Party shall have the right to injunctive relief for breach of such provisions. The restrictions in the Section on disclosure and use of Confidential Information shall be subject to the requirements of Section 119, Florida Statutes. Any record that contains Confidential Information shall be identified as a trade secret pursuant to Section 815.045, Florida Statutes, at the time the record is provided to the CBC.

12. HIPAA and the HITECH Act. The Parties agree to comply with the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations, including without limitation, the Standards for Electronic Transactions and Code Sets (45 CFR Parts 160 and 162), the Standards for Privacy of Individually Identifiable Health Information (45 CFR Parts 160 and 164), the Security Standards for the Protection of Electronic Protected Health Information (45 CFR Parts 160 and 164) and such other regulations that may, from time to time, be promulgated thereunder, and including the amendments thereto pursuant to the Health Information Technology for Economic and Clinical Health Act, part of the American Recovery and Reinvestment Act of 2009, and regulations promulgated thereunder (collectively, "HIPAA"). The Parties agree not to use or further disclose any Protected Health Information or Individually Identifiable Health Information, as defined at 45 CFR § 160.103, other than as permitted by HIPAA. CBC hereby agrees to comply with the provisions of the Business Associate Agreement attached hereto as Exhibit E. CBC shall execute HIPAA subcontractor arrangements in accordance with the applicable provisions of the Business Associate Agreement.
13. Compliance with Law. The Parties agree to comply with all applicable federal, state and local statutes, rules and regulations.
14. Change in Law, Regulation, and/or Interpretation. The Parties agree that, in the event legislation is enacted or regulations are promulgated or a decision of a court is rendered which, in the opinion of SSHP's or CBCIH's legal counsel materially and adversely affects the ability of its client to perform its obligations or receive the benefits intended hereunder ("Adverse Change In Law"), then, within fourteen (14) days following written notice by such counsel to the other Party of such Adverse Change In Law, the Parties shall meet to negotiate in good faith an amendment which will carry out the original intention of the Parties to the extent possible in light of the Adverse Change In Law. If, despite good faith attempts, the Parties cannot reach agreement upon an amendment within sixty (60) days after commencing negotiation, then this Agreement may be terminated immediately by any Party.

15. Compliance with Policies and Procedures. CBC shall comply and cooperate with all applicable CBCIH and SSHP policies, procedures, rules, and regulations provided in a participating CBC, including but not limited to any applicable policies set forth in Exhibits A, B, and C of this Agreement. Such policies and procedures are subject to modification by CBCIH and/or SSHP at its discretion. CBCIH shall provide written notice of any modifications to these policies and procedures, except where immediate modification is required under applicable Regulatory Requirements.
16. State Agency Cooperation. CBC shall cooperate with any lawful request made of CBC by the applicable State Agency, as well as by SSHP in regards to SSHP's, CBCIH's, or any CBC's interactions with the applicable State Agency, compliance with the State Contract and/or compliance with guidance issued, formally or informally, by such State Agency).
17. Covered Person Hold Harmless. CBC expressly agrees that in no event, including but not limited to nonpayment by CBCIH, SSHP or SSHP's insolvency, or breach of this Agreement, shall CBC bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from, or have any recourse against any Covered Person, subscriber or enrollee or any person (other than SSHP) acting on such Covered Person's, subscriber's, or enrollee's behalf, for services rendered to Covered Persons provided under this Agreement. This provision shall not prohibit the collection of supplemental charges or copayments in accordance with the terms of the applicable Regulatory Requirements. CBC further agrees that: (a) this provision shall survive the termination of this Agreement regardless of the cause giving rise to such termination and shall be construed to be for the benefit of the Covered Person; and (b) this provision supersedes any oral or written contrary agreement now existing or hereinafter entered into between CBCIH or any CBC, and any Covered Person or any person acting on such Covered Person's behalf.
18. Maintenance. CBC shall maintain financial and accounting records in accordance with generally accepted accounting practices on all financial matters required for the proper administration of this Agreement. All records, books, and papers of CBC pertaining to Administrative Services provided hereunder (including clinical, service, accounting and financial records) shall be available for copying and inspection by SSHP and/or authorized federal and State authorities during normal business hours at mutually agreed to times. CCBC shall provide copies of accounting and financial records at no expense to the SSHP. To the extent permitted by law, CBC and CBCIH agree that the medical records of Covered Persons shall be treated as confidential so as to comply with all regulatory requirements. In all circumstances, records, including such documents, subcontracts, and other records as are necessary to verify the nature and extent of the charges of services, shall be maintained at least for a period as is required by applicable Regulatory Requirements, including but not limited to 42 U.S.C. § 1395x(v)(1)(i), 42 C.F.R. §§ 402.300- 402.304, 42 C.F.R. Part 2, and 45 C.F.R. Part 74 (as applicable), but in no event less than the later of seven (7) years from the date the service was rendered or termination of this Agreement.
19. Access. CBC shall, upon request, provide the Comptroller General of the United States, the Secretary of the United States Department of Health and Human Services, the State, the Centers for Medicare and Medicaid Services, the OIR, and any other applicable State Agency, SSHP, and their designees or duly authorized agents, access to this Agreement, and those books, documents, subcontracts, and records as are deemed necessary by government agents to verify the nature and extent of the costs of Medicaid or Medicare services, as applicable, provided to Covered Persons, as well as access to any additional records or documentation relating to Administrative Services provided hereunder as deemed necessary by such government agents. CBC shall notify CBCIH and SSHP of any requests for access to information relating to Covered Persons, pursuant to a

Medicaid or Medicare audit by any government agency, within twenty-four (24) hours of any government request. CBC agrees to indemnify and hold harmless CBCIH, SSHP and Payors against any and all liability, loss, damages, or expenses including, but not limited to, Medicaid or Medicare reimbursement losses, legal expenses, or costs for contracting with other service providers (in excess of the original contract) which CBCIH and/or SSHP incurs as a result of CBC's refusal to grant access to its books, documents, subcontracts, and records in accordance with the provisions of this Agreement. CBC's refusal to grant access to any government agent's request for books, documents, subcontracts, or records shall constitute a material breach of this Agreement and may result in the immediate termination of this Agreement at CBCIH's discretion. In the event of such termination for cause, CBC will not be entitled to any consequential, general, or specific costs, expenses, or damages of any kind. The foregoing indemnity shall not apply to damages in excess of the statutory cap on damages for public entities provided in Section 768.28, Florida Statutes, and shall not constitute a waiver of the CBC's sovereign immunity.

20. On-Site Inspections. CBC shall maintain their respective offices and facilities in compliance with all applicable Regulatory Requirements. Upon reasonable notice, CBC shall cooperate with any inspections of such offices or facilities, if and when requested by CBCIH and SSHP, accreditation bodies, or by authorized government officials, including, but not limited to, the United States Department of Health and Human Services, Centers for Medicare and Medicaid Services, the OIR, and applicable State Agency or federal agency(ies) (and any of their external review agencies or evaluators) with jurisdiction over CBCIH, SSHP and/or responsibility for the administration of a government-sponsored program. In connection with any such inspection, CBC shall furnish inspectors with such documents, data or other information as may be required to evidence CBC's compliance with this Agreement or as otherwise requested by the applicable regulatory body.
21. Insurance. Each party and CBC, at its sole cost and expense, shall cause to be provided and maintained, throughout the term of this Agreement and for a period of three years after termination, policies of (i) commercial general liability insurance with a limit of not less than \$1,000,000 per occurrence; (ii) workers' compensation insurance with limits sufficient to meet statutory requirements and (iii) professional liability insurance with a limit of not less than \$1,000,000 in the aggregate to insure such party and its officers and employees acting within the scope of their duties, against any claims for property damage, personal injury or death occasioned directly or indirectly by such party or its officers or employees, in connection with the performance of such party's responsibilities under this Agreement. CBC shall name CBCIH and SSHP as an additional insured with regard to the commercial general liability and umbrella policies. Each party shall provide a certificate of insurance evidencing the above insurance policies to the other upon request, and shall provide no less than ten (10) days prior notice to the other party of any reduction or cancellation of such insurance.
22. Indemnification. CBC agrees to indemnify and hold harmless (and, at CBCIH's or SSHP's request, defend) CBCIH, SSHP, its Affiliates, officers, employees and agents from and against any and all claims, loss, damages, liability, costs, expenses (including reasonable attorney's fee), judgments, or obligations, arising from or in connection with third party claims alleging any negligence or otherwise wrongful act or omissions of CBC and its agents, employees or contractors in the performance of CBC's obligations under this Agreement and in the provision of Services as provided in this Agreement. The foregoing indemnity shall not apply to damages in excess of the statutory cap on damages for public entities provided in Section 768.28, Florida Statutes, and shall not constitute a waiver of the CBC's sovereign immunity. CBCIH agrees to indemnify and hold harmless (and, at CBC's request, defend) CBC, its Affiliates, officers, employees and agents from and against any and all claims, loss, damages, liability, costs,

expenses (including reasonable attorney's fee), judgments, or obligations, arising from or in connection with the performance of SSHP's obligations under this Agreement.

23. Notice. Any notice required by this Agreement shall be in writing and made by certified mail or hand delivery to the Parties at their following addresses:

CBC's address:

St. Johns County Board of County Commissioners  
1955 US 1 South, Ste B-6  
St. Augustine, FL 32086  
Attention: Joy Andrews, HHS Director

CBCIH's address:

Community Based Care Integrated Health, LLC  
4001 Pelee Street, Suite 200  
Orlando, FL 32817  
Attention: Glen Casel, President & CEO

or to such other address as either Party shall hereafter designate in accordance with this Section.

24. No Assignment. Neither Party may assign its rights or duties herein without the prior written consent of the other Party.
25. Entire Agreement/Amendment. This Agreement sets forth the entire understanding between the Parties as to the matters contained herein, and merges and supersedes all prior agreements and understandings among them. No Party shall be bound by any condition, definition or representation other than as expressly provided for in this Agreement. All changes, additions, or amendments to this Agreement must be in a writing signed by each of the Parties.
26. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Florida.
27. Severability. If any provision of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall nevertheless remain in full force and effect.
28. Waiver. Any waiver by any Party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any other provision hereof and shall not be effective unless in writing.
29. No Third Party Rights. Nothing in this Agreement shall be construed as creating or giving rise to any rights in any third parties or any persons other than the Parties hereto.
30. Attorney's Fees and Expenses. Each Party shall pay its own costs and expenses, including attorney's fees, incurred in connection with the negotiation of this Agreement.

31. Business Associate Agreement. CBC shall execute a Business Associate Agreement in the form attached as Exhibit E
32. Certificate Regarding Debarment. CBC shall execute a Certificate Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion as part of the contracting process in the form attached as Exhibit F hereof.
33. Certificate Regarding Lobbying. CBC shall comply with applicable federal requirements for the disclosure of information regarding lobbying activities. Certification forms, as set forth in Exhibit G hereof, shall be filed by CBC, certifying that no federal funds have been or shall be used in federal lobbying activities, and the disclosure forms shall be used by CBC to disclose lobbying activities in connection with the Medicaid program that have been or shall be paid with non-federal funds. CBC shall comply with the provisions of section 216.347, Florida Statutes, which prohibits the expenditure of contract funds for the purpose of lobbying the Legislature or a state agency.
34. Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
35. Authority and Binding Effect. Each Party has the right and authority to execute this Agreement without the consent of any other person. This Agreement shall not become effective or legally binding upon either Party until signed by both CBCIH and CBC.
36. Waiver of Jury Trial. CBCIH and CBC waive the right to a trial by jury in any action or proceeding based upon, or related to, the subject matter of this agreement. This waiver is knowingly, intentionally, and voluntarily made by each party and each party hereby represents and warrants that no persons or entities acting on behalf of the other party has made any representations of fact to induce this waiver of trial by jury or in any way to modify or nullify its effect. Each party acknowledges to the other that it has read and understands the meaning and effect of this waiver provision.
37. Use of County Logo. Pursuant to, and consistent with, St. Johns County Ordinance 92-2 and St. Johns County Administrative Policy 101.3, the St. Johns County seal/logo may not be manufactured, used, displayed, or otherwise reproduced without the express written approval of the St. Johns County Board of County Commissioners.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

**IN WITNESS WHEREOF**, the Parties hereto have executed this Florida Managed Medical Assistance Program Services Agreement as of the date first above-written.

**CBCIH:**

**COMMUNITY BASED CARE INTEGRATED HEALTH, LLC**  
a Florida limited liability company

By: \_\_\_\_\_  
Glen Casel, President & CEO

**CBC:**

**ST. JOHNS COUNTY**  
a political subdivision of the state of Florida

By: \_\_\_\_\_  
Michael Wanchick, County Administrator

**EXHIBIT A  
SCOPE OF SERVICES**

CBC agrees to provide the following Services:

**1. Healthcare Management Functions.** Healthcare management functions shall be provided as follows:

<i>A. Enrollment</i>	CBC	SSHP	CBCIH
1. CBC shall identify and track Covered Persons in the eligibility/enrollment process.			✓
2. CBC shall update Covered Persons demographic information including, but not limited to, designated caregivers and medical consenters upon new placement or changes in placement and/or responsible caregiver/medical consenters	✓		✓
3. CBC shall identify network PCP for newly enrolled Covered Persons when identified by caregiver and provide PCP name on daily files, prior to the applicable enrollment effective date.	✓		✓
4. CBC shall coordinate ongoing PCP changes with CBCIH.	✓		✓
5. CBCIH shall supply CBC with SSHP ID cards and handbooks for newly enrolled Covered Persons in out-of-home placement. CBC shall arrange for distribution of these materials to direct caregivers in a timely manner.	✓		✓
6. CBC shall provide program education information to newly eligible and transition enrollees and/or their legal guardians in accordance with AHCA and CMS requirements.	✓		✓

<i>B. Communication and Training</i>	CBC	SSHP	CBCIH
1. CBCIH will collaborate with SSHP to create the content of any training or education materials or programs on the Child Welfare product. CBCIH will obtain the input of CBC on the processes as they relate to the CBC coordination of care activities for the members. CBCIH will participate in an initial and ongoing outreach and education plan for CBC. CBCIH and CBC will identify the CBC staff to perform the training and who will receive the training.			✓
2. At least quarterly meetings with CBC will be scheduled by CBCIH leadership and facilitated by both CBCIH and SSHP. SSHP may schedule and facilitate ad hoc meetings with the CBC as needed with participation and coordination from CBCIH.			✓
3. CBC will identify key stakeholders who may benefit from communication about the Child Welfare program, and will provide CBCIH with a list of those key stakeholders by region at least three (3) months before the region is effective. CBCIH will coordinate the scheduling of the educational meetings with these stakeholders and provide SSHP the schedule with at least two (2) weeks notice before the meeting. CBCIH will obtain approval on all educational materials from SSHP and AHCA prior to the meeting. CBCIH staff are responsible to coordinate and attend the meetings.	✓		✓
4. CBCIH will provide CBC a training plan, an initial and annual schedule to provide training, trauma-informed care training and other applicable training to child welfare caregivers, CBC staff, and key stakeholders. This plan will be updated annually and provided to CBC.			✓
5. CBCIH will make recommendations to SSHP regarding the need for any additional SSHP network provider education training identified from feedback from the CBC or new Child Welfare requirements or regulations. SSHP will determine the additional educational and training content with input from CBCIH and will be responsible for the provider education or trainings.			✓
6. CBCIH will identify and recommend to SSHP's key stakeholders to be part of the SSHP's Child Welfare Advisory Group and will collaborate with SSHP on the content of the Child Welfare Advisory Group meetings and will participate in those meetings.			✓

Services and Care Coordination	CBC	SSHP	CBC/IT
1. Perform initial SSHP Health Risk Assessment for all Covered Persons within three (3) business days of such Covered Person's enrollment in SSHP or as soon as the choice to enroll in SSHP has been made as evidenced in the AHCA enrollment files and submit to SSHP within five (5) additional business days using a method to be agreed upon by the parties.	✓		✓
2. CBC staff will educate caregivers regarding the need and importance of the following:			
a. Administering prescribed medications to Covered Persons consistently as prescribed;	✓		
b. The Covered Persons receipt of routine primary care physician, dental, and vision care;	✓		
c. Keeping appointments for behavioral health services, if applicable;	✓		
d. Knowing who is the Covered Person's PCP, what days and hours the PCP's office is open, and how to contact the PCP 24 hours a day;	✓		
e. Contacting the PCP on a timely basis when the Covered Person begins to have symptoms of illness, appropriate use of the emergency room, and alternatives such as urgent care.	✓		
2. CBC staff will assess on an ongoing basis and at placement change the Covered Person's needs, as well as the self-management skills of the Covered Person and/or caregiver. On an ongoing basis, CBC staff will identify Covered Persons who may benefit from physical or behavioral health case management, health coaching or care coordination and refer such Covered Persons to SSHP following established methods. The referral to be made within two (2) business days of identification.	✓		✓
3. CBC staff will complete any agreed-upon SSHP assessments to assist with case management activities, and will document the assessment and any CBC actions in the SSHP designated location. Any SHP assessment will be entered into the designated location by the next business day of completion of the assessment.	✓		✓
3. CBC coordinators will view information provided in SSHP's member health record portal to understand the services provided, identify services needed, and review attached documents.	✓		✓
4. CBC coordinators or designee will participate in SSHP discharge planning for any Covered Person who is admitted to a facility, will provide information that may assist in the development of a strong discharge plan to keep the Covered Person safely in the community, and will manage any changes in placement.	✓		
5. As part of discharge planning, SSHP and the CBC coordinators will determine which party is responsible to make the seven (7) day post-discharge follow-up appointment. SSHP staff may make the seven (7) day appointment. As Covered Persons are discharged from the hospital, CBC coordinators or designee will follow-up with the caregiver to ensure that the Covered Person keeps the seven (7) day post discharge appointment, any additional ordered medications are filled, and other ordered services are scheduled. The CBC coordinators will notify SSHP immediately when any issues arise that may impact the Covered Person from keeping that seven (7) day appointment, filling ordered medications, or keeping appointments for other ordered services. SSHP will facilitate communications among the providers.	✓		✓
6. For Covered Persons referred to the CBC by SSHP or identified by the CBC as needing care coordination, the CBC will assign the case to the applicable CBC coordinator within two (2) business days of identification. The CBC coordinator will complete and document the initial assessment within five (5) business days and will provide subsequent follow-up using the SSHP designated forms and following the specified method. The frequency of such follow-up contact with such Covered Persons will be at least quarterly. All documentation must be entered into the SSHP designated location by the next business day of the interaction with the caregiver and/or Covered Person.	✓		✓

<p>7. For Covered Persons identified for SSHP case management, CBCIH will collaborate with SSHP to contact the applicable caregiver and Covered Person, provide additional information on the status of the Covered Person or support needs of the caregivers, coordinate needed home visits, and arrange for needed practitioner or ancillary provider appointments. SSHP will collaborate with the CBCIH on outreach and case management activities to minimize confusion to the caregivers or Covered Person. Should the need for a home visit be identified by SSHP, CBCIH will facilitate discussions with the responsible CBC coordinator to coordinate the scheduling of and actual home visit. The CBC coordinator and SSHP staff will jointly determine if both need to be present at the home visit. CBC coordinator will assist in the development of the Covered Person's care plan.</p>	✓		✓
<p>8. For Covered Persons identified as medically fragile and/or eligible for the Children's Medical Services (CMS) program, the CBC coordinators will collaborate with SSHP staff to ensure that the AHCA required care plans, input of caregivers, and frequency of reviews are completed as stipulated by ACHA. The CBC coordinators or designees will assist with arranging for the caregivers to participate in the care plan meetings. The CBC coordinators or designees will coordinate with the caregivers and Covered Person in the completion of the forms needed for the CMS application process, respond to CMS on any follow-up questions, inform SHP of the questions, and monitor progress of the application. The CBC coordinator will notify SSHP when the Covered Person has been accepted into the CMS program and will coordinate with SSHP to ensure on any transition to the CMS program.</p>	✓		
<p>9. For planning for specialized service management when transitioning youth from the child welfare system, the CBC staff will conduct a comprehensive assessment and transition plan at least by age 15 and will upload the assessment to SSHP to a designated location. The CBC and SSHP staff will jointly participate in routine integrated care team or staffing meetings for these Covered Persons. The CBC staff will update the transition plan at least every six (6) months until the Covered Person leaves the child welfare system. The CBC will include and educate the Covered Person and/or caregiver on the transition plan. The CBC staff will coordinate the services listed on the transition plan. The CBC staff will enter the transition plan and any updates to the SSHP designated location.</p>	✓		✓
<p>10. On a monthly basis, CBCIH and CBCs will review the health and wellness report provided by SSHP indicating Covered Persons who are due or past due for routine primary care physician visits, lab work, immunizations, dental care or vision care. CBCIH will ensure that the responsible CBC assigns outreach and scheduling of the needed appointments to the respective staff within two (2) business days of receipt of the report.</p>	✓		✓
<p>11. CBCIH, CBC and SSHP staff will jointly participate in case management integrated care team and multidisciplinary care team meetings regarding the needs of Covered Persons. The CBCIH, CBC and SSHP staff who are managing the Covered Person will prepare a summary of the Covered Person's needs and recommendations for discussion at these meetings. The designated CBC, CBCIH and SSHP staff will follow-up on actions as designated at the meetings and will document their actions in the designated SSHP, CBCIH and CBC locations.</p>	✓		✓

<i>Utilization Management</i>	CBC	SSHP	CBCIH
<p>1. SSHP staff will retain the responsibility to make and process any utilization management decisions. SSHP also retains the right to determine which services will require a prior authorization for Covered Persons within the Plan.</p>		✓	
<p>2. CBCIH and CBC staff shall direct Covered Persons to SSHP network providers and services that are designated as "preferred."</p>	✓		✓

3. As Covered Persons are relocated, CBC staff involved in such Covered Person's placement shall facilitate movement of such Covered Person's equipment in a timely manner to reduce the need for replacement. Any issues will be reported to SSHP's utilization management staff within one (1) business day.	✓	✓	✓
4. CBC coordinators shall respond to any request from SSHP (1 business day) and provide information regarding the status of the Covered Person that may help to determine the medical necessity of any service that requires a prior authorization.	✓		✓
5. CBC coordinators or designee shall provide SSHP with timely notice (2 business day) of any court orders for Covered Services and the next court date. SSHP will provide information back to the CBCIH on recommendations related to the court ordered service and actions taken.	✓		✓
6. CBCIH and CBC coordinators or designee shall assist in arranging for services that have been prior authorized.	✓		✓
7. CBCIH, CBC coordinators, an SSHP staff will participate in utilization management integrated care team and multidisciplinary care team meetings regarding the needs of Covered Persons.	✓		✓
8. CBCIH, CBC coordinators, and SSHP staff who are managing the Covered Person will prepare a summary of the Covered Person's needs and recommendations for discussion at these meetings.	✓		✓

<i>h. Pharmacy</i>	CBC	SSHP	CBCIH
1. CBCs shall assist the caregiver in obtaining any ordered medication in a timely manner and to identify any issues with the caregiver obtaining the medications and will contact SSHP for assistance if needed.	✓	✓	
2. CBC coordinators shall assist and/or perform medication inventory/reconciliation activities and provide results to SSHP staff, or document results in the designated SSHP location.	✓	✓	✓
3. CBC coordinators shall identify any potential medication compliance issues or failure to understand the need for the medications on the part of caregivers/Covered Persons, and will contact SSHP staff for assistance.	✓	✓	
4. As Covered Persons are relocated, CBC coordinators or designees involved in such Covered Person's placement to inventory the Covered Person's medications and coordinate the movement of those medications in a timely manner to eliminate the need for replacement. Any issues will be reported to the designated SSHP's pharmacy staff within one (1) business day.	✓	✓	✓

<i>i. Quality Improvement</i>	CBC	SSHP	CBCIH
1. CBC coordinators or designees shall assist Covered Persons in scheduling and transportation to appointments for any needed HEDIS measures or services that are included in the AHCA required performance measures.	✓		✓
2. CBCIH shall provide each CBC the list of those measures on an annual basis or when changes are made.		✓	✓
3. CBCIH will provide each CBC monthly lists of Covered Persons for outreach and scheduling the needed services.			✓
4. CBCIH shall provide information on any potential quality of care or service issues identified as the CBC staff interact with caregivers, Covered Persons and providers. SSHP's quality improvement department is responsible to investigate the potential quality of care or service issues and take applicable action.	✓	✓	✓

<i>j. Network Management</i>	CBC	SSHP	CBCIH
1. CBC shall provide information on providers who traditionally serve the child welfare population to CBCIH for outreach and potential contracting.	✓		✓
2. CBCIH shall assist SSHP provider contracting in contacting potential new providers or in obtaining credentialing information.		✓	✓

3. CBCIH shall refer any network provider or provider claims issues to the appropriate SSHP Provider Relations Specialist to handle and copy [the Vice President of SSHP's Child Welfare product.		✓	✓
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<i>C. Statewide Coordinator</i>	CBC	SSHP	CBCIH
1. Managed statewide by Regional Coordinators and overseen by Vice President			✓
2. Specialty expertise available for mental health/substance abuse			✓
3. Specialty expertise available for medical			✓

<i>D. IT Infrastructure (Data Warehouse, Web Applications)</i>	CBC	SSHP	CBCIH
1. Web applications for collecting medical, mental health, and substance abuse data			✓
2. Enterprise data warehouse to exchange data with CBC, HMO, DCF, etc.			✓
3. Business intelligence for analytics, dashboards, etc.			✓

<i>E. Finance and Contract Management</i>	CBC	SSHP	CBCIH
1. Dedicated finance staff for managing payables/receivables			✓
2. Dedicated contract management staff for managing subcontracts, reporting, etc.			✓
3. Strategic planning and long-term financial planning			✓

2. **Service Coordination**

- A. CBC shall maintain qualified staff or Contractors that meet the following minimum staff qualifications. CBC may request a waiver for staff qualifications on a case-by-case basis. All such waivers must be approved in writing by CBCIH.
- (i) Nurse Care Coordinators - Registered Nurse with current Florida nursing license with a minimum of three (3) years nursing experience, preferably in the child welfare or behavioral health care setting.
  - (ii) Behavioral Health Care Coordinator - Master's degree in health or human services field with a minimum of three (3) years' experience with child welfare and behavioral health services. Licensed mental health or social work professional preferred.
- B. CBC represents and warrants that CBC shall at all times during this Agreement meet and maintain SSHP's criteria for CBC Nurse Care Coordinators and Behavioral Health Care Coordinators, as may be revised from time to time.

## EXHIBIT B

### Measured Services\*

If the Eligible Covered Persons identified for any one of the measures listed below is less than 30 in that measurement period, that measure is then excluded from the CBCIH performance assessment for Measured Services and therefore no quality payment or penalty will be applied.

MEASURED SERVICES	Description
<b>HEDIS – Adolescent Well Care visits</b>	Percentage of Covered Persons turning 12 years to 21 years within the Measurement Year who had one or more visits with Provider during the Measurement Year
<b>HEDIS – Annual Dental Visits</b>	Percentage of members ages 2 – 21 who had at least one dental exam with a dental practitioner in the past year.
<b>HEDIS – Antidepressant Medication Management</b>	Percentage of members 18 yrs. and older with diagnoses of major depression and were treated with anti-depressant medication, and who remained on an anti-depressant medication treatment
<b>HEDIS – BMI Assessment</b>	Percentage of members ages 18 -74 who had their BMI documented during any outpatient visit in the past 2 years.
<b>HEDIS – Childhood Immunization Status (Combo 2 and 3)</b>	Percentage of two (2) year old Covered Persons who had four diphtheria, tetanus and acellular pertussis (DTaP), three polio (IPV), one measles, mumps and rubella (MMR), three H influenza type B (HiB), three hepatitis B (HepB), one chicken pox (VZV) by their second birthday.
<b>HEDIS – Comprehensive Diabetes Care:</b> <ul style="list-style-type: none"> <li>• Hemoglobin A1c testing</li> <li>• Hemoglobin A1c poor control</li> <li>• Hemoglobin A1c control (&lt;8%)</li> <li>• Eye exam (retinal)</li> <li>• LDL-C screening</li> <li>• LDL-C control (&lt;100 mg/dL)</li> <li>• Medical attention for nephropathy</li> </ul>	The percentage of members 18 - 75 years of age with diabetes (type 1 and type 2) who had each of the following: Hemoglobin A1c (HbA1c) testing, HbA1c poor control (>9.0%) inverse measure, HbA1c good control (<8.0%), Eye exam (retinal) performed, LDL-C screening, LDL-C control (<100 mg/dL), Medical attention for nephropathy (ACE/ARB medication, nephrology consultation, urinalysis for microalbumin)
<b>HEDIS – Follow-up for children prescribed ADHD medication</b>	Covered Persons age 6-12 years with an IPSD (Index Prescription Start Date) within the look-back period with an ambulatory prescription dispensed for ADHD medication, who remained on the medication for at least 210 days and who, in addition to the visit within 30 days of the prescription being dispensed in the Initiation Phase, had at least two follow-up visits with a practitioner within 270 days (9 months) after the Initiation Phase ended.

<b>HEDIS – Immunizations for Adolescents</b>	Percentage of Adolescents 13 yrs. of age who had one dose of Meningococcal vaccine and one tetanus, diphtheria toxoids and Tdap or one tetanus, diphtheria toxoids vaccine (Td) by their 13 <sup>th</sup> birthday.
<b>HEDIS- Chlamydia Screening for Women</b>	Percentage of women 16 – 24yrs who were identified as sexually active and who had at least one test for chlamydia during measurement year.
<b>HEDIS – Prenatal and Postpartum Care</b>	Prenatal: Percentage of deliveries of live births between November 6 <sup>th</sup> of year prior to the measurement year and Nov 5 <sup>th</sup> of measurement year.  Postpartum: Percentage of deliveries that had a postpartum visit on or between 21 – 56 days after delivery.
<b>HEDIS – Use of Appropriate Medications for People with Asthma</b>	Percentage of members 5-64yrs during measurement year who were identified as having persistent asthma and who were appropriate prescribed medications during the measurement year.
<b>HEDIS – Well-Child visits in the first 15 months of life</b>	Percentage of Covered Persons turning 15 months within the Measurement Year who had six (6) or more visits with Provider before turning 15 months old
<b>HEDIS – Well-Child visits in the third, fourth, fifth, and sixth years of life</b>	Percentage of Covered Persons turning 3 years to 6 years within the Measurement Year who had one or more visits with Provider during the Measurement Year
<b>HEDIS – Children and Adolescent Access to Primary Care</b>	Percentage of members 12months – 19yrs age who had a visit with PCP during measurement year.
<b>HEDIS – lead screening in children</b>	Percentage of children 2yrs of age who had one or more capillary or venous lead blood test for lead poisoning by their 2 <sup>nd</sup> birthday.
<b>HEDIS – plan all cause readmissions</b>	Members 18 years and older, the number of acute inpatient stays during the measurement year that were followed by an acute readmission for any diagnosis within 30days and predicted probability of an acute readmission
<b>AHCA – Mental health readmission rate</b>	Percentage of acute care facility discharges for enrollees who were hospitalized for a mental health diagnosis that resulted in a readmission for a mental health diagnosis within 30 days
<b>AHCA – Frequency of HIV Disease Monitoring Lab Tests</b>	Enrollees with HIV/AIDS as identified by at least one encounter with an ICD-9-CM diagnosis code 042, 079, 53,795.71, or V08 during the first six months of the measurement year.
<b>AHCA – Highly Active Anti-Retroviral Treatment</b>	Percentage of enrollees with an AIDS diagnosis that have been prescribed Highly Active Anti-Retroviral Treatment.
<b>AHCA – HIV-Related Medical Visits</b>	Percentage of enrollees who were seen on an outpatient basis with HIV/AIDS as the primary diagnosis by a physician, Physician Assistant or Advanced Registered Nurse Practitioner for an HIV-related medical visit within the measurement year.
<b>AHCA – Complete Oral Exam</b>	Percent of enrollees ages 0-20 that receive at least one dental examination by or under the supervision of a dentist as defined by HCPCS codes D0100 - D9999 (CDT codes D0100-D9999).
<b>AHCA – Sealants</b>	Percent of enrollees ages 6-9 and 10-14 who received a sealant on a permanent molar tooth regardless of whether the sealant was provided by a dentist or a non-dentist, as defined by HCPCS code D1351 (CDT code D1351).
<b>AHCA – Children on higher than recommended doses of</b>	Children and adolescents 20 years and younger who received a higher than

<b>antipsychotics</b>	recommended dose bas on Food and Drug Administration recommendations.
<b>AHCA – Use of antipsychotics in very young children</b>	Children 5 years and younger who are on at least one antipsychotic medication.
<b>AHCA – Use of multiple concurrent antipsychotics</b>	Children and adolescents 20 years and younger on two or more concurrent antipsychotic medications for longer than 90 days.
<b>AHCA – Child Health Check-Up Rate (ESPDT screenings)</b>	The rate of well child visits and associated screening for children from birth up to age 21.
<b>AHCA – Follow-up after hospitalization for physical health admissions</b>	The rate of a visit occurring with a physical health provider within 7 days after discharge from a physical health acute care facility.
<b>HEDIS and AHCA – Follow-up after hospitalization for mental illness</b>	HEDIS: Percentage of discharges for members 6yrs of age and older who were hospitalized for treatment of selected mental illness diagnoses and who had an outpatient visit, an intensive outpatient encounter or partial hospitalization with a mental health practitioner. AHCA: Percent of acute care facility discharges for enrollees who were hospitalized for a mental health diagnosis and were discharged to the community and were seen on an outpatient basis by a mental health practitioner within 7 days and within 30 days (each discharge is counted in the denominator i.e. multiple encounters possible per enrollee)
<b>HEDIS and AHCA – Prenatal Care Frequency</b>	Timeliness of Prenatal Care. The percentage of deliveries that received a prenatal care visit in the first trimester or within 42 days of enrollment in the plan. HEDIS = 14 visits; AHCA = 10 visits
<b>Joint Commission – Antenatal Steroids</b>	The percent of women are at risk of delivering their babies between the 24th and 34th week of gestation receiving steroids before the 32nd week

The performance rates for each Measured Service shall be based on improvements to the previous year's final rates (first year of contract will create the baseline for future improvement measurements). If the final Measured Service is calculated based on a random sample using a hybrid method of abstraction from medical records of Covered Persons plus using claims and encounter data, the payment to CBCIH will be based on the final rate using the hybrid methodology.

## EXHIBIT C

### Performance Standards

Standard Metric	Target	Measurement Tool	Report Frequency	Penalty
Daily Covered Person Data Files	CBC shall maintain accurate and timely information and data daily		Daily	N/A
Covered Person Complaints grievances and Appeals	Covered Person complaints, grievances and appeals are not delegated to CBC. Nevertheless, CBC may be called upon to provide information. A request for information on a standard appeal shall be responded to within 2 business days. An expedited appeal shall be responded to within 12 hours .  SSHP must clearly communicate whether the appeal is standard or expedited, and give the appropriate deadline at the time of the request.	SSHP Appeal Tracking Log	Per Occurrence	\$500 for each appeal not responded to as specified.
Referral of Complaints and Grievances	CBC shall report all Covered Person complaints and grievances to CBCIH on the same day that CBC learns of the complaint or grievance.	CBCIH's receipt of complaint or grievance referral on same day reported to CBC	Per Occurrence	\$1,000 per failure to meet target
State Requirements	No sanctions or penalties will be assessed by State on SSHP as a result of acts or omissions of CBC.	State Reports	Per Occurrence	100% remuneration to SSHP for any penalty or sanction assessed by State resulting from acts or omissions of CBC.

**EXHIBIT D**  
**AHCA AGREEMENT REQUIREMENTS**

CBC and CBCIH agree as follows:

1. CBC shall comply with the requirements specified in 42 CFR 438.214, to the extent applicable to the Services rendered hereunder;
2. CBC shall abide by the requirements of Section 1128A(b) of the Social Security Act, to the extent applicable to the Services rendered hereunder;
3. This Agreement shall be subject to the approval by AHCA, and CBC acknowledges that it shall agree to any amendments required by AHCA, within thirty (30) days of mailing or send written notice to CBCIH that such amendments are not acceptable, in which case this Agreement shall immediately terminate;
4. This Agreement shall not in any way relieve CBCIH of any responsibility for performance of its duties;
5. AHCA and Department of Children and Families (DCF), the External Quality Review Organization (EQRO) and the Centers for Medicaid and Medicare Services (CMS) may evaluate, through inspection or other means, the quality, appropriateness, and timeliness of services performed hereunder;
6. AHCA, the EQRO and CMS, may inspect any records pertinent to the performance of the Services hereunder by CBC;
7. CBC shall maintain an adequate record system for recording services, dates and all other commonly accepted information elements for Services rendered hereunder where applicable;
8. CBC shall maintain financial, administrative and other records relating to the Services hereunder for a period not less than five (5) years from the expiration or termination of the AHCA Agreement and the Provider Agreement, whichever is later, and retained further if the records are under review or audit, until the review or audit is complete. Prior approval for the disposition of records must be requested and approved by CBCIH;
9. CBC shall safeguard information about enrollees as specified in 42 CFR, Part 431, Subpart F, and this Section shall survive the termination of this Agreement;
10. In no event, including the insolvency of CBCIH, shall CBC bill or have any recourse against Members for Services provided;
11. CBCIH shall monitor services rendered to Members by CBC;

12. CBC shall participate in any internal and external quality assurance, utilization review, peer review and grievance procedures established by CBCIH;
13. CBC shall submit all reports and clinical information required by CBCIH, as necessary to comply with the AHCA Agreement and the Provider Agreement;
14. This Agreement does not contain any provision that provides incentive, monetary or otherwise, for the withholding of medically necessary care;
15. CBC shall adhere to the Medicaid policies set forth in the AHCA Agreement;
16. CBC acknowledges that co-payments or cost sharing for Medicaid Members is prohibited;
17. During the term of this Agreement, CBC shall secure and maintain worker's compensation insurance for all of its employees which insurance shall comply with Florida's Worker's Compensation Law;
18. CBC shall indemnify, defend and hold AHCA, CBCIH and SSHP Members harmless from costs or expenses, including court costs and reasonable attorney fees to the extent caused by any negligent act or other wrongful conduct on the part of CBC, and this Section shall survive expiration or termination of this Agreement, including breach due to insolvency. The foregoing indemnity shall not apply to damages in excess of the statutory cap on damages for public entities provided in Section 768.28, Florida Statutes, and shall not constitute a waiver of the CBC's sovereign immunity;
19. CBC shall provide for timely access to appointments by the Members to comply with requirements that network providers offer hours of operation that are not less than the hours of operation offered to commercial beneficiaries;
20. During the term of this Agreement, CBC shall have and maintain appropriate policies and procedures to ensure that payments or funding received for the provision of Services hereunder are not mixed with funds received from other sources (e.g. the Department of Children and Family Services Child Welfare Division; Substance Abuse and Mental Health Office and or the Department of Juvenile Justice);
21. CBCIH may not prohibit, or otherwise restrict, a health care professional acting within the lawful scope of practice, from advising or advocating on behalf of a Member who is his/her patient:
  - a. For any information the Member needs in order to decide among all relevant treatment options;
  - b. For the risks, benefits, and consequences of treatment or non-treatment; and
  - c. For the Member's right to participate in decisions regarding his/her health care, including the right to refuse treatment, and to express preferences about future treatment decisions;

22. On the first day of each month, CBCIH shall submit a monthly list of SSHP Members to CBC, so that CBC has an accurate list of SSHP Members each month;
23. CBC shall give CBCIH immediate notice in writing, by certified mail, of any action or suit filed, and prompt notice of any claim made against CBC, which in the opinion of CBC may result in litigation related to the AHCA Agreement, the Provider Agreement and/or this Agreement. CBC shall immediately notify CBCIH in writing in the event of the filing of a petition in bankruptcy by or against CBC or the insolvency of CBC;
24. CBC and its employees shall not be considered agents of CBCIH, SSHP or AHCA;
25. CBC shall comply with applicable federal requirements for the disclosure of information regarding lobbying activities. Certification forms shall be filed by CBC, certifying that no federal funds have been or shall be used in federal lobbying activities, and the disclosure forms shall be used by CBC to disclose lobbying activities in connection with the Medicaid program that have been or shall be paid with non-federal funds. CBC shall comply with the provisions of Section 216.347, Florida Statutes, which prohibits the expenditure of contract funds for the purpose of lobbying the Legislature or a state agency;
26. CBC shall comply with all applicable federal and state laws and regulations, including but not limited to: Title 42 Code of Federal Regulations (CFR) chapter IV, Subchapter C; Title 45 CFR, Part 74, General Grants Administration Requirements; Chapters 409, Florida Statutes; all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970 as amended (42 USC 1857, et seq.); Title VI of the Civil Rights Act of 1964 (42 USC 2000d) in regard to persons served; 42 CFR 431, Subpart F; Section 504 of the Rehabilitation Act of 1973, as amended; 29 USC 794, which prohibits discrimination on the basis of handicap in programs and activities receiving or benefiting from federal financial assistance; the Age Discrimination Act of 1975, as amended; 42 USC 6101 et. seq., which prohibits discrimination on the basis of age in programs or activities receiving or benefiting from federal financial assistance; the Omnibus Budget Reconciliation Act of 1981, P.L. 97-35, which prohibits discrimination on the basis of sex and religion in programs and activities receiving or benefiting from federal financial assistance; the Medicare-Medicaid Fraud and Abuse Act of 1978; other federal omnibus budget reconciliation acts; Americans with Disabilities Act (42 USC 12101, et. seq.); and the Balanced Budget Act of 1997;
27. Pursuant to 42 CFR 438.210(b)(2), CBCIH is responsible for ensuring consistent application of review criteria for authorization decisions and consulting with the requesting provider when appropriate. CBCIH and CBC must consistently comply with written policies and procedures for processing requests for initial and continuing authorizations of the Services. Any decision to deny a Service authorization request or to authorize a Service in an amount, duration, or scope that is less than requested, must be made by a health care professional who has appropriate clinical expertise in treating the enrollee's symptoms or condition;

28. CBCIH ensures that it will comply with:
  - a. Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d et. seq., which prohibits discrimination on the basis of race, color or national origin;
  - b. Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of handicap;
  - c. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 et seq., which prohibits discrimination on the basis of sex;
  - d. The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 et seq., which prohibits discrimination on the basis of age;
  - e. Section 654 of the Omnibus Budget Reconciliation Act of 1981, as amended, 42 U.S.C. 9849, which prohibits discrimination on the basis of race, creed, color, national origin, sex, handicap, political affiliation or beliefs;
  - f. The Americans with Disabilities Act of 1990, P.L. 101-336, which prohibits discrimination on the basis of disability and requires reasonable accommodation for persons with disabilities;
  - g. All regulations, guidelines, and standards as are now or may be lawfully adopted under the above statues. CBCIH agrees that compliance with this assurance constitutes a condition of continued receipt of or benefit from funds provided through this Agreement, and that it is binding upon CBCIH, its successors, transferees, and assignees for the period during which Services are provided. CBCIH further assures that all contractors, limited partners, subgrantees or others with whom it arranges to provide Services or benefits to participants or employees in connection with any of its programs and activities are not discriminating against those participants or employees in violation of the above statutes, regulations, guidelines, and standards;
29. CBC represents that it has not been placed on the discriminatory vendor list maintained by the Florida Department of Management Services; and
30. CBC represents and warrants that it has not been placed on the convicted vendor list following a conviction for a public entity crime.

**EXHIBIT E**  
**BUSINESS ASSOCIATE AGREEMENT**

Attached and incorporated herein by reference, and agreed to by the parties, is a Business Associate Agreement.

## **EXHIBIT F**

### **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION CONTRACTS/SUBCONTRACTS**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, signed February 18, 1986. The guidelines were published in the May 29, 1987 Federal Register (52 Fed. Reg., pages 20360-20369).

#### **INSTRUCTIONS**

1. Each provider whose contract/subcontract equals or exceeds \$25,000 in federal moneys must sign this certification prior to execution of each contract/subcontract. Additionally, providers who audit federal programs must also sign, regardless of the contract amount. CBCIH and CBC cannot contract with these types of providers if they are debarred or suspended by the federal government.
2. This certification is a material representation of fact upon which reliance is placed when this contract/subcontract is entered into. If it is later determined that the signer knowingly rendered an erroneous certification, the Federal Government may pursue available remedies, including suspension and/or debarment.
3. The provider shall provide immediate written notice to the contract manager at any time the provider learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "debarred," "suspended," "person," "principal," and "voluntarily excluded," as used in this certification, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department's contract manager for assistance in obtaining a copy of those regulations.
5. The provider agrees by submitting this certification that, it shall not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this contract/subcontract unless authorized by the Federal Government.
6. The provider further agrees by submitting this certification that it will require each subcontractor of this contract/subcontract, whose payment will equal or exceed \$25,000 in federal moneys, to submit a signed copy of this certification.
7. CBCIH and CBC may rely upon a certification of a provider that it is not debarred, suspended, ineligible, or voluntarily excluded from contracting/subcontracting unless it knows that the certification is erroneous.
8. This signed certification must be kept in the contract manager's contract file. Subcontractor's certification must be kept at the provider's business location.

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**CERTIFICATION**

- (1) The prospective provider certifies, by signing this certification, that neither he nor his principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract/subcontract by any federal department or agency.
- (2) Where the prospective provider is unable to certify to any of the statements in this certification, such prospective shall attached an explanation to this certification.

CBC:

---

Signature

Date

Michael Wanchick, County Administrator

Name and Title of Authorized Signee (please print)

**EXHIBIT G**  
**CERTIFICATION REGARDING LOBBYING**  
**CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE**  
**AGREEMENTS**

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or an employee of any agency, a member of congress, an officer or employee of congress, or an employee of member of congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of a congress, an officer or employee of congress, or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U. Code. Any party or person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature	Date
<u>Michael Wanchick</u>	<u>County Administrator</u>
Name of Authorized Individual	Title of Authorized Individual
St. Johns County	1955 US 1 South, Ste B-6, St. Augustine, Fl 32086
Name of Organization	Address of Organization

## **BUSINESS ASSOCIATE AGREEMENT**

This **BUSINESS ASSOCIATE AGREEMENT** ("**Agreement**") is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by and between Community Based Care Integrated Health, LLC., ("Covered Entity") and St. Johns County, a political subdivision of the state of Florida ("Business Associate").

**WHEREAS**, pursuant to an agreement dated \_\_\_\_\_ entered into by and between Covered Entity and Business Associate ("**Services Agreement**"), Business Associate provides certain functions, activities, and/or services (collectively, "**Services**") to Covered Entity;

**WHEREAS**, in connection with such Services, Covered Entity will make available and/or transfer to Business Associate, or Business Associate will create on behalf of Covered Entity, certain Protected Health Information (as such term is defined at 45 C.F.R. § 164.501) ("**PHI**"); and

**WHEREAS**, pursuant to the authorities set forth above, Business Associate may use or disclose PHI only in accordance with this Agreement.

**NOW, THEREFORE**, Covered Entity and Business Associate agree as follows:

1. **Definitions.** The Health Insurance Portability and Accountability Act of 1996 ("**HIPAA**"), the Health Information Technology for Economic and Clinical Health Act ("**HITECH**"), and the implementing regulations thereunder, including but not limited to the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164 (the "**Privacy Rule**") and the Security Standards for the Protection of Electronic Health Information at 45 C.F.R. Parts 160 and 164 (the "**Security Rule**"), and the requirements of the final modifications to the HIPAA Privacy Rule, Security, Rule, et al., issued on January 25, 2013 and effective March 26, 2013, as may be amended from time to time, shall collectively be referred to herein as the "**HIPAA Authorities.**" All other capitalized terms hereunder shall have the meaning ascribed to them elsewhere in this Agreement, or, if no such definition is specified herein, shall have the meaning set forth in the HIPAA Authorities.

2. **Interpretation of Provisions of this Agreement.** In the event of an inconsistency between the provisions of this Agreement and the mandatory terms of the HIPAA Authorities, the terms of the HIPAA Authorities shall prevail. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity and Business Associate to comply with the HIPAA Authorities. A reference in this Agreement to a section in the HIPAA Authorities means the section in effect or as amended. Titles or headings are used in this Agreement for reference only and shall not have any effect on the interpretation of this Agreement.

3. **Obligations of Business Associate.**

3.1 **Limits on Use and Disclosure.** Business Associate agrees to not use or further disclose PHI other than as permitted or required by this Agreement, by the HIPAA Authorities or as Required by Law. Business Associate further agrees that to the extent it is carrying out one or more of the Covered Entity's obligations under the Privacy Rule, it shall comply with the requirements of the Privacy Rule that apply to the Covered Entity in the performance of such obligations.

3.2 Safeguards. Business Associate agrees to use reasonable and appropriate administrative, physical and technical safeguards to prevent use or disclosure of PHI other than as provided for by this Agreement. More specifically, as also provided for in Section 3.12 below, Business Associate agrees to establish, implement and maintain appropriate safeguards, and comply with the Security Rule with respect to Electronic PHI, as necessary to prevent any use or disclosure of PHI other than as provided for by this Agreement.

3.3 Mitigation of Harm. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement or the HIPAA Authorities.

3.4 Report of Improper Use or Disclosure. Business Associate agrees to notify Covered Entity, in writing or orally, without unreasonable delay, but in no case more than five (5) calendar days, of any successful Security Incident or Breach of Unsecured PHI (by Business Associate or by a Subcontractor) involving the acquisition, access, use or disclosure of the PHI not provided for by this Agreement of which Business Associate becomes aware. As soon as reasonably possible thereafter, in no case more than fourteen (14) calendar days following discovery of the Security Incident or Breach, Business Associate shall provide Covered Entity with a written report which shall include but not be limited to: i) a description of the circumstances under which the Security Incident occurred; ii) the date of the incident and the date that the incident was discovered; iii) a description of the types of PHI involved in the incident; iv) the identification of each Individual whose PHI is known or is reasonably believed by the Business Associate to have been affected; and v) any recommendations that the Business Associate may have, if any, regarding the steps that Individuals may take to protect themselves from harm. To the extent that Covered Entity reasonably determines that such Security Incident constitutes a Breach of Unsecured PHI by Business Associate that necessitates the notification of Individuals by Covered Entity under HITECH, Business Associate agrees that it shall immediately reimburse Covered Entity for the reasonable expenses of such notification process. Business Associate shall cooperate with any investigation (and/or risk assessment) of such incident conducted by Covered Entity in connection with any report made pursuant to this Section.

3.5 Subcontractors.

(a) Prior to the date on which any Subcontractor creates, receives, maintains or transmits PHI on behalf of Business Associate in connection with Business Associate's obligations under the Services Agreement, Business Associate agrees to enter into a written agreement with any Subcontractor ("Subcontractor Agreement") to whom Business Associate provides PHI that requires them: (i) to comply with the same HIPAA Authorities that apply to Business Associate under the Agreement; and (ii) to comply with the same restrictions and conditions that apply to Business Associate through this Agreement with respect to such PHI.

(b) Upon Business Associate's knowledge of a material breach of the Subcontractor Agreement by Subcontractor, Business Associate shall immediately notify Covered Entity of such material breach in writing and, at its option (unless otherwise directed by Covered Entity), shall: (i) provide an opportunity for Subcontractor to cure the breach or end the violation and terminate this Agreement if Subcontractor does not cure the breach or end the violation within the cure period identified in the Services Agreement between Covered Entity and Business Associate, or if no cure period is identified in the Services Agreement, as specified by Covered Entity; (ii) immediately terminate this Agreement if Subcontractor has breached a material term of this Agreement and Business Associate (or Covered Entity) deems cure by the Subcontractor not to be possible; or (iii) if neither termination nor cure are feasible, report the violation to the Covered Entity.

(c) Business Associate agrees to provide Covered Entity with a list of any and all such Subcontractors that create, receive, maintain or transmit PHI on behalf of Business Associate in connection with Business Associate's obligations under the Service Agreement with Covered Entity within thirty (30) days of such a request.

3.6 Access to Records. At the request of Covered Entity and within five (5) business days of such request and in a reasonable manner designated by Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to Covered Entity or, as directed by Covered Entity, to an Individual, in a manner compliance with 45 CFR §164.524 and/or other applicable provisions of the HIPAA Authorities.

3.7 Amendments to PHI. At the request of Covered Entity, or, as directed by Covered Entity, at the request of an Individual, Business Associate shall make, within five (5) business days of such request and in a reasonable manner designated by Covered Entity, any amendment(s) to PHI in a Designated Record Set to which the Covered Entity has agreed pursuant to 45 CFR §164.526, or shall otherwise assist Covered Entity in complying with Covered Entity's obligations under 45 CFR §164.526.

3.8 Availability of Internal Practices, Books and Records. Business Associate shall make its internal practices, books and records available to Covered Entity or the Secretary for purposes of determining Covered Entity's compliance with the HIPAA Authorities, in a time and manner designated by Covered Entity or the Secretary, as applicable. Covered Entity reserves the right to request, and Business Associate shall provide, additional satisfactory assurances that Business Associate is meeting its applicable obligations under the HIPAA Privacy and Security Rules. Such requests may include, but are not limited to; an onsite audit, access to policies and procedures, risk assessment documentation, incident logs or information related to the Business Associate's Subcontractors compliance with their applicable obligations under the HIPAA Privacy and Security Rules.

3.9 Accounting of Disclosures. Business Associate shall document such disclosures of PHI and information related to such disclosures (i.e., (i) the date of the disclosure; (ii) the name of the entity or person who received the PHI and, if known, the address of such entity or person; (iii) a brief description of the PHI disclosed; and (iv) a brief statement of the purpose of the disclosure that reasonably states the basis for the disclosure) as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR §164.528. Such documentation shall be maintained with regard to all disclosures of PHI, except for those disclosures that are expressly exempted from the documentation requirement under the HIPAA Authorities (see, e.g., 45 CFR §§164.502; 164.508; 164.510; 164.512, etc.). Documentation required to be collected by the Business Associate under this Section shall be retained for a minimum of six (6) years, unless otherwise provided under the HIPAA Authorities. Business Associate shall further provide the information collected pursuant to this Section to Covered Entity or an Individual, within five (5) business days of the applicable request and in a reasonable manner designated by Covered Entity, as necessary to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR §164.528 or other applicable provision of the HIPAA Authorities.

3.10 Disclosure of Minimum PHI. Business Associate agrees that it shall request, use and/or disclose only the amount and content of PHI that is the Minimum Necessary for Business Associate to fulfill its obligations under the terms and conditions of this Agreement. Business Associate acknowledges that such Minimum Necessary standard shall apply with respect to uses and disclosures by and among members of Business Associate's workforce as well as by or to third parties as permitted hereunder.

3.11 Notification of Claims. Business Associate shall promptly notify Covered Entity upon notification or receipt of any civil or criminal claims, demands, causes of action, lawsuits, or

governmental enforcement actions (“**Actions**”) arising out of or related to this Agreement or PHI, or relating to Business Associate’s conduct or status as a business associate for any covered entity, regardless of whether Covered Entity and/or Business Associate are named as parties to such Actions.

3.12 **Security Rule Requirements.** Business Associate shall implement Administrative, Physical, and Technical Safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic PHI that it creates, receives, maintains, or transmits on behalf of the Covered Entity as required by the Security Rule. Business Associate agrees to report to Covered Entity any use or disclosure of PHI not provided for by this Agreement or the HIPAA Authorities of which it becomes aware, including any Security Incident. Accordingly, as also provided in Section 3.4, Business Associate agrees to report any successful Security Incident of which it becomes aware to Covered Entity immediately, but not later than five (5) calendar days after the Security Incident. All reports required of the Business Associate pursuant to this Section shall be provided as specified in Section 3.4 of this Agreement, including the actions and the mitigation steps, if any, taken by Business Associate in response to the Security Incident(s).

3.13 **Compliance with HIPAA Authorities.** Requirements of the HIPAA Authorities that are made applicable with respect to business associates, or any other provision required to be included in this Agreement pursuant to the HIPAA Authorities, are incorporated into this Agreement by this reference.

#### 4. **Permitted Uses and Disclosures by Business Associate.**

4.1 **Use or Disclosure to Perform Functions, Activities, or Services.** Except as otherwise limited in this Agreement, Business Associate may use or disclose PHI to perform those functions, activities, or services that Business Associate performs for, or on behalf of, Covered Entity as specified in the Services Agreement, provided that such use or disclosure would not violate the Privacy Rule, or the policies and procedures of Covered Entity relating to the “Minimum Necessary Standard,” if done by Covered Entity. Any such use or disclosure shall be limited to those reasons and those Individuals as necessary to meet the Business Associate’s obligations under the Services Agreement.

4.2 **Appropriate Uses of PHI.** Except as may be otherwise limited in this Agreement, Business Associate may use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

4.3 **Confidentiality Assurances and Notification.** Except as may be otherwise limited in this Agreement, Business Associate may disclose PHI for the proper management and administration of the Business Associate, provided that disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the PHI is disclosed that such PHI will remain confidential and used or further disclosed only as Required by Law or for the purpose for which such PHI was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the PHI has been breached.

4.4 **Data Aggregation Services.** As applicable, Business Associate may use PHI to provide Data Aggregation services to Covered Entity as permitted by 42 CFR § 164.504(e)(2)(i)(B), except as may be otherwise provided by this Agreement.

5. **Indemnification.** Each party (the “**Indemnitor**”) shall indemnify and hold harmless the other party (the “**Indemnitee**”) against, and reimburse such Indemnitee for, any expense, loss, damages, fees, costs, claims or liabilities of any kind arising out of or related to any Actions asserted or threatened by a third party arising out of or related to the Indemnitor’s acts and omissions associated with its obligations under this Agreement or its use or disclosure of PHI or, when the Indemnitor is the Business Associate,

the use and disclosure of PHI by a Subcontractor of Business Associate. Such indemnification shall include, but not be limited to, the payment of all reasonable attorney fees associated with any such Action. The foregoing indemnity shall not apply to damages in excess of the statutory cap on damages for public entities provided in Section 768.28, Florida Statutes, and shall not constitute a waiver of the CBC's sovereign immunity.

## 6. **Obligations of Covered Entity**

6.1 **Notice of Privacy Practices.** Covered Entity shall notify Business Associate of any limitation(s) in Covered Entity's notice of privacy practices, to the extent that such limitation(s) may affect Business Associate's use or disclosure of PHI.

6.2 **Change or Revocation of Permission.** Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's permitted or required uses and disclosures of PHI. Business Associate shall comply with any such changes or revocations.

6.3 **Restrictions on Use or Disclosure.** Covered Entity shall notify Business Associate of any restriction on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR § 164.522, to the extent such restriction may affect Business Associate's use or disclosure of PHI. Business Associate shall comply with any such restrictions. Business Associate shall immediately notify Covered Entity of any request for a restriction on the use or disclosure of an Individual's PHI that Business Associate receives from such Individual.

6.4 **No Request to Use or Disclose in Impermissible Manner.** Except as necessary for the Data Aggregation Services or management and administrative activities of the Business Associate as allowed herein, Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.

## 7. **Term and Termination**

7.1 **Term.** This Agreement shall be effective as of the earlier of the date first documented above or the effective date of the Services Agreement, and shall terminate upon termination of the Services Agreement for any reason or as otherwise provided in this Agreement.

7.2 **Termination with Cause.** Upon Covered Entity's knowledge of a material breach by Business Associate, or its Subcontractors, Covered Entity shall, at its option: (i) provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement if Business Associate does not cure the breach or end the violation within the cure period identified in the Services Agreement, or if no cure period is identified in the Services Agreement, as specified by Covered Entity; (ii) immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and Covered Entity deems cure by Business Associate not to be possible; or (iii) if neither termination nor cure are feasible, report the violation to the Secretary.

### 7.3 **Effect of Termination.**

(a) Except as provided in paragraph (b) of this Section, upon termination of this Agreement for any reason, Business Associate shall return or destroy (at Covered Entity's election), and shall retain no copies of, all PHI in the possession of Business Associate.

(b) In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity written notification of the conditions that make return or destruction infeasible. Upon Covered Entity's written approval, which

shall not be unreasonably withheld, Business Associate may retain the PHI, but shall extend the protections of this Agreement (including, but not limited to, Sections 1 through 5) to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

8. **Standards for Electronic Transactions.** In connection with the Services to be provided to Covered Entity pursuant to this Agreement, Business Associate agrees that if it (or a Subcontractor) conducts an electronic transmission for which the Secretary has established a “standard transaction” under 45 C.F.R. Part 164, Subparts A, C, D and E, as applicable (the “*Electronic Transactions Standards*”), Business Associate (or its Subcontractor) shall comply with the requirements of the Electronic Transactions Standards. Business Associate specifically represents that it has obtained such compliance. Business Associate agrees that, in connection with the transmission of standard transactions, it will not (and will not permit any Subcontractor with which it might contract to): (i) change the definition, data condition, or use of a data element or segment in a standard; (ii) add any data elements or segments to the maximum defined data set; (iii) use any code or data elements that are either marked “not used” in the standard’s implementation specification or are not in the standard’s implementation specification; or (iv) change the meaning or intent of the standard’s implementation specification(s). Business Associate understands that Covered Entity reserves the right to request an exception from the uses of a standard as permitted by 45 CFR § 162.940, and, if such an exception is sought, Business Associate agrees to participate in a test modification.

9. **Confidentiality of Business Information.**

9.1 **Business Information.** In the event the parties have not agreed to alternative confidentiality language with respect to business information in the Services Agreement or elsewhere, the following provisions will apply. Neither party will disclose to any third party any information related to this Agreement or to the business operations of the other party, or any proprietary information belonging to the other party (collectively, “*Confidential Business Information*”) without the prior written consent of the other party, except as may be required under law or this Agreement; provided that a party required by law to disclose Confidential Business Information shall inform the other party in order that the other party may contest such requirement. Each party hereby agrees that all Confidential Business Information communicated to it by the other party, whether oral or written, and whether before or after execution of this Agreement, was and will be received in strict confidence and will be used only for purposes set forth in the Services Agreement. Upon termination of this Agreement, each party shall, upon the request of the providing party, promptly return all such Confidential Business Information to the providing party or, at the providing party’s option, shall destroy such Confidential Business Information and certify as to its destruction, except that each party shall be permitted to retain copies of Confidential Business Information as is reasonably necessary for its internal compliance and auditing purposes, provided the terms of this Section 9 shall continue to apply with respect to such retained Confidential Business Information for so long as it is retained. This obligation of confidentiality shall not apply to information i) which was known by the recipient without the obligation of confidentiality prior to its receipt of such information; ii) is or becomes publicly available without breach of this Agreement; or iii) is received from a third party without an obligation of confidentiality and without breach of this Agreement. This paragraph shall not apply to uses and disclosures of PHI, which shall be governed by the remaining provisions of this Agreement. The restrictions in this Section on disclosure and use of Confidential Business Information shall be subject to the requirements of Section 119, Florida Statutes. Any record that contains Confidential Business Information shall be identified as a trade secret pursuant to Section 815.045, Florida Statutes, at the time the record is provided to the Business Associate.

9.2 **Response to Subpoena.** Business Associate shall be permitted to disclose PHI and Confidential Business Information that Business Associate is required to disclose pursuant to court order, subpoena or other compulsory legal process, provided that prior to making any disclosure thereunder, Business Associate shall provide Covered Entity within five (5) calendar days prior written notice (or as

much notice as reasonably practicable under the circumstances) of the intended disclosure, specifying the basis and nature of the same.

10. **Miscellaneous.**

10.1 **Assignment; Waiver.** This Agreement shall be binding upon and inure to the benefit of the respective legal successors of the parties. Neither this Agreement nor any rights or obligations hereunder may be assigned, in whole or in part, without the prior written consent of the other party. Except as provided herein, this Agreement shall create no independent rights in any third party or make any third party a beneficiary hereof. No failure or delay by either party in exercising its rights under this Agreement shall operate as a waiver of such rights, or of any prior, concurrent, or subsequent breach.

10.2 **Property Rights.** All PHI shall be and remain the exclusive property of Covered Entity. Business Associate agrees that it acquires no title or rights to the PHI, including any de-identified information, as a result of this Agreement. The Business Associates role with respect to the PHI is limited to that of custodian.

10.3 **Right to Cure.** Business Associate agrees that in the event Business Associate fails to cure a breach of this Agreement pursuant to this Agreement, Covered Entity has the right, but not the obligation, to cure the same. Expenses, costs or fines reasonably incurred in connection with Covered Entity's cure of Business Associate's breach(es) shall be borne solely by Business Associate.

10.4 **Injunctive Relief.** Business Associate agrees that breach of the terms and conditions of this Agreement shall cause irreparable harm for which there exists no adequate remedy at law. Covered Entity retains all rights to seek injunctive relief to prevent or stop any breach of the terms of this Agreement, including but not limited to the unauthorized use or disclosure of PHI by Business Associate or any Subcontractor, contractor or third party that received PHI from Business Associate.

10.5 **Survival; Severability.** The respective rights and obligations of Business Associate under this Agreement, including but not limited to Business Associate's indemnification obligations, shall survive the termination of this Agreement. The parties agree that if a court determines that any of the provisions of this Agreement are invalid or unenforceable for any reason, such determination shall not affect the enforceability or validity of the remaining provisions of this Agreement.

10.6 **Entire Agreement; Amendment.** This document, together with any written Schedules, amendments and addenda, constitutes the entire agreement of the parties and supersedes all prior oral and written agreements or understandings between them with respect to the matters provided for herein. The parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity and Business Associate to comply with the requirements of the HIPAA Authorities. Any modifications to this Agreement shall be valid only if such modifications are in accordance with the HIPAA Authorities, are made in writing, and are signed by a duly authorized agent of both parties.

10.7 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida to the extent that the HIPAA Authorities do not preempt the same.

10.8 Notice. Any notice required or permitted to be given by either party under this Agreement shall be sufficient if in writing and hand delivered (including delivery by courier) or sent by postage prepaid certified mail return receipt requested, to the following address:

**If Covered Entity:**

**If Business Associate:**

Name: Diane DeMark  
Title: Privacy Official  
Company: Community Based Care  
Integrated Health, LLC.  
Address: 4001 Pelee St, Suite 200,  
Orlando, Florida 32817

Name: Joy Andrews  
Title: Health and Human Services Director  
Company: St. Johns County  
Address: 1955 US 1 South, Suite B-6  
St. Augustine, Fl 32086

Phone:

Phone: (904) 209-6088

10.9 Independent Contractors. For purposes of this Agreement, Covered Entity and Business Associate, and Covered Entity and any Subcontractor of Business Associate, are and will act at all times as independent contractors. None of the provisions of this Agreement shall establish or be deemed or construed to establish any partnership, agency, employment agreement or joint venture between the parties.

Each party to this Agreement warrants that it has full power and authority to enter into this Agreement, and the person signing this Agreement on behalf of either party warrants that he/she has been duly authorized and empowered to enter into this Agreement.

**COVERED ENTITY**

**BUSINESS ASSOCIATE**

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: County Administrator

Date: \_\_\_\_\_

Date: \_\_\_\_\_