

RESOLUTION NO. 2017- 187

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS, PROVISIONS, CONDITIONS, AND REQUIREMENTS OF AMENDMENT 2 TO THE 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.

WHEREAS, CBCIH and St. Johns County wish to amend the contract, entered in to between said parties on November 17, 2014; and

WHEREAS, the purpose of this amendment is to revise requirements to conform with the amended requirements in the Vendor Services Agreement between Sunshine Health and CBCIH; 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 Amendment 2 between the St. Johns County and Community Based Care Integrated Health, LLC, and authorizes the County Administrator, or his designee, to execute Amendment 2 on behalf of the County.

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 6th day of June, 2017.

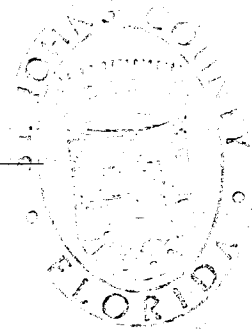
BOARD OF COUNTY COMMISSIONERS OF
ST. JOHNS COUNTY, FLORIDA

Attest: Hunter S. Conrad, Clerk

Pam Halterman
Deputy Clerk

By:

James K. Johns, Chair



RENDITION DATE 6/8/17

Amendment No. 002

THIS AMENDMENT TO THE FLORIDA MANAGED MEDICAL ASSISTANCE PROGRAM SERVICES AGREEMENT (the “Agreement”), is made and entered into this ___ day of _____, 2017 (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.”

The primary purpose of this amendment is to revise requirements in CBC subcontracts to conform with the amended requirements in the Vendor Services agreement between Sunshine Health and CBCIH.

The parties agree to amend the Agreement by the following additions and deletions:

1. The Florida Managed Medical Assistance Program Services Agreement, Recitals, Page 1, is hereby amended to read:

WHEREAS, the Florida Managed Medical Assistance Program includes a Specialty Plan for the children in the child welfare system, including children who are receiving adoption subsidy, extended foster care and independent living services; and

WHEREAS, Sunshine Health, Inc., a Florida corporation (“SH”) is a Florida Medicaid managed care company which is a wholly-owned subsidiary of Centene Corporation, a Delaware corporation; and

WHEREAS, AHCA has chosen SH to participate in The Florida Managed Medical Assistance Program, Child Welfare Specialty Plan to manage the healthcare needs of children in child welfare throughout Florida; and

WHEREAS, SH 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, Members is defined as Covered Persons for whom a capitation payment is received by CBC from CBCIH, including children who have an open child welfare case, children who are receiving adoption subsidy, and youth who are in extended foster care or independent living.

2. The Florida Managed Medical Assistance Program Services Agreement, 2. Engagement, Letter D, Page 2, is hereby amended to read:

- 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 SH, 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. The Florida Managed Medical Assistance Program Services Agreement, 5. Term, Page 3, is hereby amended to read:

5. Term. This Agreement shall commence immediately upon its execution by all of the Parties hereto, and continue through the term of Sunshine Health'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.

4. The Florida Managed Medical Assistance Program Services Agreement, 6. Termination, Letter A. Termination For Cause by CBC, roman numeral (v.), Page 4, is hereby amended to read:

- (v) If the AHCA Agreement with Sunshine Health gets terminated or is not renewed;

5. The Florida Managed Medical Assistance Program Services Agreement, 6. Termination, Letter B. Termination For Cause by CBCIH, roman numeral (ii.), Page 4, is hereby amended to read:

- (ii) If the AHCA Agreement with Sunshine Health gets terminated or is not renewed;

6. The Florida Managed Medical Assistance Program Services Agreement, 8. Grievances and Appeals, Page 5, is hereby amended to read:

8. Complaints, Grievances, Appeals and Critical Incident Reporting. CBC shall
i) cooperate with SH's Covered Person complaints, grievance and appeal procedures,
ii) report to SH all communications from and with Covered Persons relating to Covered Person benefit determinations, complaints, grievances, appeals, and iii) forward to SH all documents and records relating to Covered Person benefit determinations, complaints, grievances, appeals. Regarding Critical Incident Reporting, CBC shall report all Critical Incidents and Potential Quality Issues in accordance with, and as defined by, SH and CBCIH procedures, via the CBCIH designated process immediately, but no later than, within 8 hours of becoming aware of the incident.

7. The Florida Managed Medical Assistance Program Services Agreement, 9. Non-Discrimination Page 5 is hereby amended to read:

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, SH 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.

8. The Florida Managed Medical Assistance Program Services Agreement,

14. Change in Law, Regulation and/or Interpretation, Page 6, is hereby amended to read:

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 SH'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.

9. The Florida Managed Medical Assistance Program Services Agreement,

15. Compliance with Policies and Procedures, Page 7, is hereby amended to read:

15. Compliance with Policies and Procedures. CBC shall comply and cooperate with all applicable CBCIH and SH 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 SH 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.

10. The Florida Managed Medical Assistance Program Services Agreement,

16. State Agency Cooperation, Page 7, is hereby amended to read:

16. State Agency Cooperation. CBC shall cooperate with any lawful request made of CBC by the applicable State Agency, as well as by SH in regard to SH'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).

**11. The Florida Managed Medical Assistance Program Services Agreement,
17. Covered Person Hold Harmless, Page 7, is hereby amended to read:**

17. Covered Person Hold Harmless. CBC expressly agrees that in no event, including but not limited to nonpayment by CBCIH, SH or SH'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 SH) 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.

**12. The Florida Managed Medical Assistance Program Services Agreement,
18. Maintenance, Page 7, is hereby amended to read:**

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 SH 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 SH. To the extent permitted by applicable law, CBC and CBCIH agree that the medical records of Covered Persons shall be treated as confidential so as to comply with all applicable 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.

**13. The Florida Managed Medical Assistance Program Services Agreement,
19. Access, Page 7, is hereby amended to read:**

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, SH, 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 SH 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, SH 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 SH 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.

14. The Florida Managed Medical Assistance Program Services Agreement, 20. On-site Inspections, Page 8, is hereby amended to read:

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 SH, 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, SH 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.

15. The Florida Managed Medical Assistance Program Services Agreement, 21. Insurance, Page 8, is hereby amended to read:

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) umbrella liability insurance with a limit of not less than \$3,000,000 in the aggregate; (iii) workers' compensation insurance with limits sufficient to meet statutory requirements and (iv) 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 SH 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.

16. The Florida Managed Medical Assistance Program Services Agreement, 22. Indemnification, Page 8, is hereby amended to read:

22. Indemnification. CBC agrees to indemnify and hold harmless (and, at CBCIH's or SH's request, defend) CBCIH, SH, 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. 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 SH's obligations under 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.

17. The Florida Managed Medical Assistance Program Services Agreement, Exhibit A, Pages 12 through 16, is hereby replaced in its entirety and attached hereto.

18. The Florida Managed Medical Assistance Program Services Agreement, Exhibit B, Pages 17 through 19, is hereby replaced in its entirety and attached hereto.

19. The Florida Managed Medical Assistance Program Services Agreement, Exhibit C, Page 20, is hereby replaced in its entirety and attached hereto.

20. The Florida Managed Medical Assistance Program Services Agreement, Exhibit D, Pages 21 through 24, is hereby replaced in its entirety and attached hereto.

This amendment shall be in effect as of the last signature date on the amendment.

All provisions in the agreement and any attachments thereto in conflict with this amendment are hereby changed to conform with this amendment.

All provisions in the agreement and any attachments thereto not in conflict with this amendment are still in effect and are to be performed in accordance with the level specified in the agreement.

This amendment and all its attachments are hereby made part of the **Florida Managed Medical Assistance Program Services Agreement**.

IN WITNESS WHEREOF, the parties hereto have caused this (7) page **Amendment 002** to be executed by their officials thereunto duly authorized.

CBCIH:

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

By: _____
Glen Casel, President & CEO

CBC:

a Florida corporation

By: _____
Name

its _____
Title

**EXHIBIT A
SCOPE OF SERVICES**

CBC agrees to provide the Services listed below as needed:

1. Healthcare Management Functions.

Healthcare Management Functions			
<i>A. Enrollment</i>	CBC	SH	CBCIH
1. CBC shall identify and track Covered Persons in the eligibility/enrollment process. CBCIH shall provide data exchange processes with SH.	✓		✓
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 consentor within the appropriate child welfare information system. CBCIH shall provide data exchange processes with SH.	✓		✓
3. CBC shall identify network PCP for newly enrolled Covered Persons, when identified by the caregiver, and provide PCP name in Integrate. CBCIH shall provide data exchange processes with SH.	✓		✓
4. CBC shall coordinate ongoing PCP changes, or assist caregivers with PCP changes, for enrolled members, as needed. CBCIH shall provide data exchange processes with SH.	✓		✓
5. CBC shall distribute all received plan ID cards and handbooks for newly enrolled Covered Persons. CBC shall arrange for distribution of these materials to direct caregivers in a timely manner. CBCIH shall provide technical assistance regarding address issues or barriers to distribution of materials.	✓		✓
<i>B. Communication and Training</i>	CBC	SH	CBCIH
1. CBC shall provide training in accordance with the CBCIH Annual Training plan and report training activities monthly to CBCIH. CBCIH shall report statewide training activities to SH.	✓		✓
2. CBC Behavioral Health Care Coordinator and Nurse Care Coordinator staff will attend quarterly regional meetings and participate in regular conference calls.	✓		
3. If training needs are identified, CBC shall communicate the identified training needs to CBCIH and CBCIH shall provide technical assistance.	✓		✓
<i>C. Care Coordination</i>	CBC	SH	CBCIH
1. CBC shall perform initial SH Health Risk Assessment for all Covered Persons within thirty (30) calendar days of such Covered Person's notification of enrollment from Sunshine Health to CBCIH into the Child Welfare Specialty Plan as evidenced in the AHCA enrollment files. If a member has a gap in coverage for ninety days (90) or less, a new Health Risk Assessment is not required. If the gap in coverage is greater than ninety (90) days, a new Health Risk Assessment is required. CBCIH shall provide data exchange processes with SH.	✓		✓
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;	✓		

<p>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.</p>	<p>✓</p>		
<p>3. CBC staff will assess on an ongoing basis and at placement change, if applicable, 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 SH following established methods. The referral should be made within two (2) business days of identification. CBCIH shall provide data exchange processes with SH.</p>	<p>✓</p>		<p>✓</p>
<p>4. CBC coordinators will view information provided in SH's member health record portal to understand the services provided, identify services needed, and review attached documents. CBCIH will manage access to the health record portal (Secure Provider Portal).</p>	<p>✓</p>		<p>✓</p>
<p>5. CBC coordinator(s) or designee(s) will participate in SH 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, if applicable. CBCIH Statewide Consultants shall provide technical assistance.</p>	<p>✓</p>		<p>✓</p>
<p>6. As part of discharge planning, SH and the CBC coordinators will determine which party is responsible to make the seven (7) day post-discharge follow-up appointment. SH 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 SH 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. SH will facilitate communications among the providers.</p>	<p>✓</p>	<p>✓</p>	<p>✓</p>
<p>7. For Covered Persons referred to the CBC by SH 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. CBC staff will track activities designated under this agreement for the covered person using the Sunshine Health designated format and following the specified method, when provided by SH and/or CBCIH. All documentation must be entered into the Sunshine Health designated location by the next business day following the interaction with the caregiver and/or Covered Person. For Covered Persons identified for Sunshine Health case management, CBCIH will collaborate with Sunshine Health 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. CBCIH Statewide Consultants shall provide technical assistance.</p>	<p>✓</p>		<p>✓</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 SH staff to ensure that the AHCA required care plans, input of caregivers, and frequency of reviews are completed as stipulated by AHCA. 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 SH when the Covered Person has been accepted into the CMS program and will coordinate with SH to ensure on any transition to the CMS program. CBCIH Statewide Consultants shall provide technical assistance.</p>	<p>✓</p>		<p>✓</p>

9. For planning for specialized service management when transitioning youth from the child welfare system, the CBC staff will provide Sunshine Health with a copy of the medical and behavioral health information from the transition plan that is developed during the 180-day period following the member's 17th birthday, along with any updates while the child remains in the Child Welfare Specialty Plan. CBCIH shall provide data exchange processes with SH.	✓		✓
10. CBC will review the HEDIS Care Gap reports provided by CBCIH. CBC will assign outreach and scheduling of the needed appointments to the respective staff within two (2) business days of receipt of the report. CBCIH Statewide Consultants shall provide technical assistance. CBCIH shall provide data exchange processes with SH.	✓		✓
11. CBC staff will participate in case management integrated care team and multidisciplinary care team meetings regarding the needs of Covered Persons and will follow-up on actions as designated at the meetings. These actions should be documented in the designated location(s), when provided. CBCIH statewide consultants shall provide technical assistance.	✓		✓
12. CBC staff will track activities required under this agreement in a format and method that is approved by CBCIH. CBCIH shall provide data exchange processes with SH.	✓		✓
13. CBC will participate in quarterly monitoring activities and respond to requests for corrective action within timeframes specified in monitoring reports. CBCIH staff will provide technical assistance.	✓		✓
D. Utilization Management	CBC	SH	CBCIH
1. CBC staff shall direct Covered Persons to network providers and services that are designated as "preferred."	✓		
2. CBC staff shall respond to any request from SH within one (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.	✓	✓	✓
3. CBC staff shall provide SH with timely notice of any court orders (within 2 business days of receipt of the order by the CBC) for Covered Services and will apprise them of the next court date.	✓		
4. CBC staff shall assist in arranging for services that have been prior authorized, as needed.	✓		
5. CBC staff will participate in utilization management integrated care team and multidisciplinary care team meetings regarding the needs of Covered Persons.	✓	✓	✓
E. Pharmacy	CBC	SH	CBCIH
1. CBC staff shall assist the caregiver in obtaining any, ordered medication in a timely manner and identify any issues with the caregiver obtaining the medications.	✓	✓	
2. CBC staff shall assist and/or perform medication inventory/reconciliation activities and provide results to SH staff, or document results in the designated SH location upon request. SH shall provide the data that is necessary to manage this task. CBCIH and SH staff shall provide technical assistance.	✓	✓	✓
3. CBC staff 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 SH staff for assistance. CBCIH and SH staff shall provide technical assistance.	✓	✓	✓
4. As Covered Persons are relocated, CBC staff involved in such Covered Person's placement will 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 SH's pharmacy staff within one (1) business day. CBCIH and SH staff shall provide technical assistance.	✓	✓	✓

<i>F. Quality Improvement</i>	<i>CBC</i>	<i>SH</i>	<i>CBCIH</i>
1. CBC shall provide the requested information on complaints, grievances or appeals within two (2) business days unless the Covered Person filed for an expedited appeal, in which the CBCIH will provide the requested information to Sunshine Health on the same business day. CBCIH and SH staff shall provide technical assistance and data exchange processes.	✓	✓	✓
2. CBC shall provide information on any quality of care or service issues identified as the CBC staff interact with caregivers, Covered Persons and providers within twenty-four (24) hours of becoming aware of the concern. CBCIH and SH staff shall provide technical assistance.	✓	✓	✓
3. CBC shall assist Covered Persons with coordinating the scheduling and transportation to appointments, or accessing Medicaid transportation vendors, for any needed Medicaid-reimbursable service. CBCIH and SH staff shall provide technical assistance.	✓	✓	✓
4. CBC will review the HEDIS Care Gap reports provided by CBCIH. CBC will provide reports on progress or challenges. CBCIH and SH staff shall provide technical assistance and data exchange processes.	✓	✓	✓
<i>G. Network Management</i>	<i>CBC</i>	<i>SH</i>	<i>CBCIH</i>
1. CBC shall provide information on providers who traditionally serve the child welfare population to CBCIH for outreach and potential contracting. CBCIH shall provide updates on SH's efforts to contract.	✓	✓	✓
2. CBC shall assist CBCIH in matters related to provider contracting in contacting potential new providers or in obtaining credentialing information.	✓	✓	✓
3. CBC shall assist CBCIH in referring any network provider issues or provider claims issues (of which the CBC becomes aware) to the CBCIH Regional Coordinator. CBCIH shall forward the issue to the appropriate SH Provider Relations Specialist, and will copy the Vice President of SH's Child Welfare Specialty Plan. CBCIH and SH staff shall provide technical assistance.	✓	✓	✓
<i>H. Statewide Coordination</i>	<i>CBC</i>	<i>SH</i>	<i>CBCIH</i>
1. Statewide management shall be provided by the CBCIH Regional Coordinators and overseen by the CBCIH Operations Director and Vice President.			✓
2. Specialty expertise is available related to mental health/substance abuse.			✓
3. Specialty expertise is available related to physical health/medical.			✓
4. Specialty expertise is available for the post-adoption population.			✓
5. Specialty expertise is available for compliance.			✓
<i>I. IT Infrastructure (Data Warehouse, Web Applications)</i>	<i>CBC</i>	<i>SH</i>	<i>CBCIH</i>
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>J. Finance and Contract Management</i>	<i>CBC</i>	<i>SH</i>	<i>CBCIH</i>
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 and/or contractors who meet the following minimum staff qualifications:
- (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 a 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.

CBC may request a waiver of the staff qualifications on a case-by-case basis, utilizing the Waiver Form. All such waivers are subject to approval by CBCIH.

- B. CBC represents and warrants that CBC shall at all times during this Agreement meet and maintain SH's criteria for CBC Nurse Care Coordinators and Behavioral Health Care Coordinators, which may be revised as needed.
- C. CBC shall maintain staff or contractors assigned as Nurse Care Coordinator(s) and Behavioral Health Care Coordinator(s) to fulfill the healthcare management functions required within this contract. If the CBC has a vacancy within either of these designated position assignments, the CBC shall notify the CBCIH Regional Coordinator of the vacancy and the plan to fill the vacant position.

EXHIBIT B
Measured Services

MEASURED SERVICES	Description
HEDIS – Adolescent Well Care visits	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
HEDIS – Annual Dental Visits	Percentage of members ages 2 – 21 who had at least one dental exam with a dental practitioner in the past year.
HEDIS – Childhood Immunization Status Combination 10	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.
HEDIS – Follow-up for children prescribed ADHD medication (Initiation and Continuation Phase)	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.
HEDIS – Immunizations for Adolescents (Combination 1)	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 th birthday.
HEDIS- Chlamydia Screening for Women (Total Rate)	Percentage of women 16 – 24yrs who were identified as sexually active and who had at least one test for chlamydia during measurement year.
HEDIS – Prenatal and Postpartum Care	Prenatal: Percentage of deliveries of live births between November 6 th of year prior to the measurement year and Nov 5 th of measurement year. Postpartum: Percentage of deliveries that had a postpartum visit on or between 21 – 56 days after delivery.
HEDIS – Medication Management for People with Asthma (Medication Compliance 75% Rate only)	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.
HEDIS – Well-Child visits in the first 15 months of life	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
HEDIS – Well-Child visits in the third, fourth, fifth, and sixth years of life	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
HEDIS – Children and Adolescent Access to Primary Care	Percentage of members 12months – 19yrs age who had a visit with PCP during measurement year.
HEDIS – lead screening for 2 year old children	Percentage of children 2yrs of age who had one or more capillary or venous lead blood test for lead poisoning by their 2 nd birthday.
HEDIS– Follow-up after	HEDIS: Percentage of discharges for members 6yrs of age and older who

hospitalization for mental illness	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.
HEDIS- Prenatal Care Frequency	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;

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
Reporting of Critical Incidents	CBC shall report all Covered Person critical incidents to CBCIH within 8 hours of the CBC learning of the incident.	CBCIH's receipt of critical incidents within 8 hours of the CBCs receipt of the incident notification	Per Occurrence	\$1000 per occurrence for Critical Incident Reports not submitted or not submitted timely.
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 SH must clearly communicate whether the appeal is standard or expedited, and give the appropriate deadline at the time of the request.	SH 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 SH on CBCIH as a result of acts or omissions of CBC.	Contract_Reports	Per Occurrence	100% remuneration to CBCIH for any penalty or sanction assessed by SH resulting from acts or omissions of CBC.

EXHIBIT C-2

Reporting Requirements

Required Report	Report Description	Measurement Tool	Report Frequency/Due Date
Training Plan and Report	<p>CBC will develop and submit a training plan for all caregivers, and key Child Welfare stakeholders. The plan will be updated annually and submitted to CBCIH each year.</p> <p>CBC will track topics, dates, and participants for all training sessions planned and conducted and provide monthly reports including this information to CBCIH.</p>	<p>Training Plan.</p> <p>Training report to include topics, dates, and participants for all training sessions planned and conducted monthly.</p>	<p>Initial by July 1, 2017, any updates by December 1, 2017 and by December 1 annually thereafter</p> <p>Monthly. Due by 10th day of the month.</p>
Transition Plans	<p>Submit the medical and behavioral health information from the IL transition plan that is developed during the 180-day period following the member's 17th birthday</p>	<p>Completed transition plan (medical and behavioral health information)</p>	<p>Due upon completion.</p>

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 the Care Coordination of Services provided;
11. CBC rendered services shall be monitored by CBCIH;

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 SH 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. 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);
20. CBC 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;

21. CBC shall give CBCIH notice in writing, by certified mail, within 5 business days of being formally served with 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 Vendor 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;
22. CBC and its employees shall not be considered agents of CBCIH, SH or AHCA;
23. 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;
24. 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;
25. 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;

26. CBC represents that it has not been placed on the discriminatory vendor list maintained by the Florida Department of Management Services; and
27. CBC represents and warrants that it has not been placed on the convicted vendor list following a conviction for a public entity crime.
28. CBC agrees to comply with 42 CFR 455.436 Federal Database Checks as a “downstream” vendor performing services funded by Medicaid. CBC agrees to perform, or allow CBCIH to perform on their behalf, sanction screening services for care coordinators. Sanction screening services includes monthly checks against the List of Excluded Individuals and Entities (LEIE), System for Award Management (SAM) and Florida Medicaid Program Integrity (MPI).