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**AGENDA ITEM  
ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS**

*Deadline for Submission - Wednesday 9 a.m. – Thirteen Days Prior to BCC Meeting*

**9/3/2024**

**BCC MEETING DATE**

**TO:** Joy Andrews, County Administrator

**DATE:** August 13, 2024

**FROM:** Shawna Novak, Health and Human Services Director

**PHONE:** 904 209-6089

**SUBJECT OR TITLE:** Amendment #1 -Vendor Agreement between St. Johns County Board of County Commissioners and Sunshine State Health Plan, Inc.

**AGENDA TYPE:** Consent Agenda, Contract, Resolution

**BACKGROUND INFORMATION:**

Amendment #1 of the Vendor Agreement between St. Johns County Board of County Commissioners and Sunshine State Health Plan, Inc. updates the Subcontract Product Attachment (Exhibit D) of the master agreement. The Amendment revises language in Exhibit D of the original Vendor Agreement to align with Sunshine Health’s awarded contract with the Agency for Healthcare Administration (AHCA). The amended language is taken from the standard State contract to ensure all of Sunshine’s subcontracted vendors are in compliance with the new contract. No care coordination duties or scope of work has changed. There is no fiscal impact as a result of this contract amendment. The County’s Legal Office has reviewed and approved the Second Amendment, Agenda Item and Resolution.

**1. IS FUNDING REQUIRED?** No

**2. IF YES, INDICATE IF BUDGETED.** No

**IF FUNDING IS REQUIRED, MANDATORY OMB REVIEW IS REQUIRED:**

**INDICATE FUNDING SOURCE:**

**SUGGESTED MOTION/RECOMMENDATION/ACTION:**

Motion to approve Resolution 2024-\_\_\_\_\_, approving and authorizing the County Administrator, or designee, to execute and deliver Amendment Number One to the Vendor Services Master Agreement between the County and Sunshine State Health Plan, Inc., to delete and replace Exhibit D (Subcontract Product Attachment), in substantially the same form as attached hereto.

**For Administration Use Only:**

**Legal: Kealey West 8/16/2024**

**OMB: JN 8/16/2024**

**Admin: Brad Bradley 8/26/2024**

**RESOLUTION NO. 2024-\_\_\_\_\_**

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING AND AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE AND DELIVER AMENDMENT NUMBER ONE TO THE VENDOR SERVICES MASTER AGREEMENT BETWEEN THE COUNTY, AND SUNSHINE STATE HEALTH PLAN, INC., TO DELETE AND REPLACE EXHIBIT D.**

**RECITALS**

**WHEREAS**, Sunshine State Health Plan, Inc. (“Sunshine”) is a Florida health maintenance organization that represents seventeen child welfare lead agencies and works with these lead agencies to coordinate the delivery of Medicaid services; and

**WHEREAS**, effective April 1, 2024, the County, as child welfare lead agency, entered into a Vendor Services Master Agreement with Sunshine (Resolution 2023-521); and

**WHEREAS**, Sunshine has requested to amend the Vendor Agreement to delete and replace Exhibit D (Subcontract Product Attachment); and

**WHEREAS**, the County has determined that entering into the Amendment will serve the interests of the County.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of County Commissioners of St. Johns County, Florida, as follows:

**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 hereby approves and authorizes the County Administrator, or designee, to execute and deliver Amendment Number One to the Vendor Services Master Agreement between the County and Sunshine State Health Plan, Inc., in substantially the same form as attached hereto.

**Section 3.** To the extent that there are typographical and/or administrative errors and/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 \_\_day of September, 2024.

**BOARD OF COUNTY COMMISSIONERS OF  
ST. JOHNS COUNTY, FLORIDA**

By: \_\_\_\_\_  
Sarah Arnold, Chair

ATTEST: Brandon J. Patty,  
Clerk of the Circuit Court and Comptroller

By: \_\_\_\_\_  
Deputy Clerk

**AMENDMENT NUMBER ONE**  
**VENDOR AGREEMENT**  
**between**  
**ST. JOHN'S COUNTY BOARD OF COUNTY COMMISSIONERS**  
**and**  
**SUNSHINE STATE HEALTH PLAN, INC.**

This Amendment Number **One** ("Amendment"), effective January 1, 2025, is herein entered into, by and **St. John's County Board of County Commissioners** ("Vendor"), an entity duly licensed and operating in accordance with the laws of the State, and **Sunshine State Health Plan, Inc.** ("Health Plan"), each a "Party" and collectively referred to herein as the "Parties".

WHEREAS, Vendor and Health Plan have previously entered into a Vendor Agreement ("Agreement") effective as of April 1, 2024, and

WHEREAS, the parties desire to amend the Agreement;

NOW THEREFORE, in consideration of the promises and mutual covenants herein contained, the Parties agree as follows:

1. The existing Exhibit D entitled Subcontractor Product Attachment is hereby deleted in its entirety and replaced with Exhibit D Subcontractor Product Attachment and shall become part of the agreement as attached hereto and incorporated herein.
2. All other terms and conditions of the Agreement and any amendments thereto, if any, shall remain in full force and effect. If the terms of this Amendment conflict with any of the of the Agreement, the terms of this Amendment shall prevail.

**[SIGNATURE BLOCK FOLLOWS]**

The Parties agree that each of the above Attachments that is marked for inclusion in this Agreement and attached hereto is incorporated herein and binding upon them.

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

**HEALTH PLAN**

Sunshine State Health Plan, Inc

**VENDOR**

St. John's County Board of County Commissioners

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

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

Print Name:

Print Name:

\_\_\_\_\_

\_\_\_\_\_

Title:

Title:

\_\_\_\_\_

\_\_\_\_\_

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

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

Tax Identification Number:

\_\_\_\_\_

NPI Number:

\_\_\_\_\_

Exhibit D

**SUBCONTRACTOR PRODUCT ATTACHMENT**

**THIS SUBCONTRACTOR PRODUCT ATTACHMENT** (this “*Attachment*”) is made and entered between Sunshine State Health Plan, Inc. (“*Health Plan*”) and St. John’s County Board of County Commissioners (“*Subcontractor*”).

WHEREAS, Health Plan and Subcontractor entered into that certain services agreement, as the same may have been amended and supplemented from time to time (the “*Agreement*”), pursuant to which Subcontractor provides services in connection with Products offered by or available from or through Health Plan; and

WHEREAS, the Agreement is modified or supplemented as hereafter provided.

NOW THEREFORE, in consideration of the recitals, the mutual promises herein stated, the parties hereby agree to the provisions set forth below.

1. Defined Terms. All capitalized terms not specifically defined in this Attachment will have the meanings given to such terms in the Agreement.

1.1 “*State*” shall mean the State of Florida.

2. Product Participation.

2.1 Florida Medicaid. This Attachment addresses the participation of Subcontractor in the Florida Medicaid Product (the “*Medicaid Product*”). The Medicaid Product includes those programs and health benefit arrangements offered by Health Plan pursuant to a contract (the “*State Contract*”) with the State of Florida Agency for Health Care Administration (“*AHCA*”), or any successor thereto, to provide specified services and goods to covered beneficiaries, and to meet certain performance standards while doing so. This Attachment addresses the participation of Subcontractor in the following Product: Medicaid Product (which is sometimes referred to in this Attachment as this “*Product*”). The term “*Medicaid Product*” refers collectively to those programs and health benefit arrangements offered by Health Plan or another Company (each such program or arrangement a “*Medicaid Product Type*”) that is administered, sponsored or regulated by the federal government (or any agency, department or division thereof), on its own or jointly with a State that administers or regulates such program or plan, and which for the purposes of Subcontractor may include one or more of the following: Managed Medical Assistance (“*Medicaid*”); a Child Welfare Specialty Plan (“*Child Welfare Plan*”); a Serious Mental Illness Specialty Plan (“*SMI Plan*”); the Children’s Medical Services Managed Care Plan (“*CMS Plan*”); Long Term Care (“*Long Term Care*”); HIV/AIDS Program (“*HIV/AIDS Program*”) and/or other Medicaid Product Types. The Medicaid Product includes those Coverage Agreements entered into, issued or agreed to by a Payor under which a Company furnishes administrative services or other services in support of the Medicaid Product or a Medicaid Product Type. The Medicaid Product does not apply to any Coverage Agreements that are specifically covered by another Product Attachment to the Agreement. This Attachment applies only to the provision of health care services, supplies or accommodations (including Covered Services) to Covered Persons enrolled in the Medicaid Product (including one or more Medicaid Product Types).

2.2 Attachment. This Attachment constitutes the Subcontractor Product Attachment and Compensation Schedule for the Medicaid Product.

2.3 Construction. Except as expressly provided herein, the terms and conditions of the Agreement will remain unchanged and in full force and effect. In the event of a conflict between the provisions of the Agreement and the provisions of this Attachment, this Attachment will govern with respect to the services, supplies or accommodations (including Covered Services) rendered to Health Plan with respect to the Medicaid Product or Covered Persons enrolled in the Medicaid Product. To the extent Subcontractor is unclear about its respective duties and obligations, Subcontractor shall request clarification from Health Plan. To the extent any provision of the Agreement (including any exhibit, attachment, or other document referenced herein) is inconsistent with or contrary to any provision of the State Contract, the relevant provision of the State Contract shall have priority and control over the matter.

3. Term. This Attachment will become effective as of the Effective Date, and will be coterminous with the Agreement unless a party terminates the participation of the Subcontractor in the Medicaid Product in accordance with the applicable provisions of the Agreement or this Attachment.

4. State Contract Requirements. Schedule A to this Attachment, which is incorporated herein by this reference, sets forth the special provisions that are applicable to the Medicaid Product under the State Contract.

5. Compensation Schedule. This Section sets forth or describes the Compensation Schedule applicable to the Medicaid Product.

5.1 Schedule. The Compensation Schedule for the Medicaid Product is set forth on Schedule B of this Attachment, which is incorporated herein by this reference.

5.2 Other Terms and Conditions. Except as modified or supplemented by this Attachment, the compensation hereunder for the provision of services with respect to the Medicaid Product is subject to all of the other provisions in the Agreement (including any documents incorporated therein) that affect or relate to compensation for the services.

## SUBCONTRACTOR PRODUCT ATTACHMENT

### SCHEDULE A

#### STATE CONTRACT REQUIREMENTS

This Schedule sets forth the special provisions that are specific to the Florida Medicaid Product under the State Contract.

1. Definitions. For purposes of this Schedule A, the following terms have the meanings set forth below. Terms used in this Schedule A and not defined in this Attachment or in the Agreement have the meaning set forth in the State Contract.

a. "AHCA" means the Florida Agency for Health Care Administration.

b. "DHHS" means the U.S. Department of Health and Human Services.

c. "Children's Medical Services Managed Care Plan" means a specialty plan for children with chronic conditions operated by the Florida Department of Health's Division of Children's Medical Services as specified in section 409.974(4), Florida Statutes. The Children's Medical Services Managed Care Plan may also be referred to herein as the "CMS Plan".

d. "MLTC" means the Managed Long Term Care Product under the Florida Statewide Medicaid Managed Care Product.

e. "MMA" means the Managed Medical Assistance Product under the Florida Statewide Medicaid Managed Care program.

f. "Medicaid Covered Person" or "Covered Person" means an individual enrolled in the Health Plan.

g. "Subcontractor" means any entity contracting with Health Plan to perform services or to fulfil any of the requirements requested in the Agreement or any entity that is a subsidiary of the Health Plan that performs services or fulfills requirements requested in the Agreement.

2. Any rights or obligations under this Attachment that pertain to AHCA for the SMMC Products shall be deemed to include, in addition to AHCA, all Governmental Authorities such as the Florida Department of Health and the CMS Plan, to the extent necessary to comply with the State Contract.

3. All provisions of the Agreement and this Attachment are cumulative. All provisions shall be given effect when possible. If there is inconsistent or contrary language between this Attachment and any other part of the Agreement, the provisions of this Attachment shall prevail with respect to the Services described in this Agreement. In the event of any inconsistency or conflict between the terms of this Attachment and the State Contract, the State Contract shall govern. All requirements and obligations applicable to Subcontractors under the State Contract shall bind and obligate Subcontractor whether or not summarized, stated, or referenced herein and Subcontractor shall familiarize itself with all requirements, obligations, terms and conditions set forth in the State Contract applicable to Subcontractor and the services rendered



under the Agreement. Subcontractor agrees to include the terms contained in the Attachment in its contracts with Subcontractors. Any obligation of the Health Plan in this Attachment shall apply to Subcontractors to the same extent that it applies to Subcontractor.

4. Subcontractor Provisions. Health Plan shall be responsible for all work performed under this Agreement and will obtain the prior written approval of AHCA to delegate performance of work required under this Agreement to Subcontractor. The Health Plan shall submit all subcontracts for AHCA review to determine compliance with State Contract requirements for subcontracts. If AHCA determines, at any time that a subcontract is not in compliance with the contract requirements, the Subcontractor shall promptly revise the subcontract to bring it into compliance. Subcontractor understands that if the submission to the Agency by Health Plan is for the management of covered services, the Health Plan is required to include the following:

- a. A subcontract which complies with subcontract requirements specified in AHCA Standard Contract, 42 CFR 438.230(c)(1)(i), and 42 CFR 438.3(k);
- b. If applicable to the services, test PNV file as proof of network adequacy;
- c. If applicable, a copy of applicable licensure;
- d. If applicable to the services, the enrollee materials;
- e. If applicable to the services, the population covered by the subcontract;
- f. If applicable, provider/Subcontractor materials;
- g. Model Agreement template as specified in Section VIII; and
- h. If applicable, approximate number of impacted enrollees.

5. Contract Compliance. If AHCA determines, at any time, that a Subcontractor or the Agreement is not in compliance with the requirements of the State Contract, the Subcontractor shall agree to an amendment that revises the Agreement such that it complies with the State Contract, or undertake such other actions as may be required by AHCA. In addition, Subcontractor shall reimburse the Health Plan for any sanctions or liquidated damages to the extent such sanctions or liquidated damages are imposed on the Health Plan pursuant to Section XI, Sanctions and Section XIII, Liquidated Damages, of the State Contract, respectively, as a result of Subcontractor's acts or omissions.

6. Delegated Activities. Subcontractor agrees to perform the delegated activities and reporting responsibilities specified in the State Contract., Reporting Requirements, and the State Medicaid Managed Care Program Report Guide. Subcontractor shall not further delegate or sub-delegate any administrative services or activities delegated by Health Plan to Subcontractor unless set forth in the Agreement. If Subcontractor is permitted to subcontract or delegate its obligations under the Agreement, such subcontract or delegation shall be subject to the State Contract in all respects.

7. Insolvency or Bankruptcy. The Health Plan shall immediately advise AHCA of the insolvency of a Subcontractor or of the filing of a petition in bankruptcy by or against a principal Subcontractor.

8. Contingency Plan. The Subcontractor acknowledges that Health Plan is required to have a contingency plan for each Subcontractor to provide for continuity of care should the Subcontractor cease to provide services. Subcontractor will cooperate with the Health Plan as reasonably requested to develop and maintain this plan.

9. Network Management. The Health Plan shall not delegate provider network management to a Subcontractor that meets both of the following:

a. The Subcontractor is owner or has controlling interest in any provider(s) included in the network; and

b. The Subcontractor limits enrollee choice of network providers through a requirement for a referral/authorization process to access network providers.

10. Signature Required. All model and executed subcontracts and amendments used by the Health Plan under this contract shall be in writing, signed, and dated by the Health Plan.

11. Audit and Inspection.

a. Provide that AHCA, CMS, the DHHS Inspector General, the Comptroller General or their designees, and DHHS have the right to audit, evaluate, or inspect the Subcontractor's premises, physical facilities, equipment, books, records, contracts, computer, or other electronic systems of the Subcontractor, or of the Subcontractor's Subcontractor, pertaining to any aspect of services and activities performed, or determination of amounts payable under the Health Plan's Contract with the State. In accordance with 42 CFR 438.230(c)(3)(iii), the Subcontractor shall agree that the right to audit exists through 10 years from the final date of this Contract period or from the date of completion of any audit, whichever is later.

b. The Subcontractor shall make available for purposes of an audit, evaluation, or inspection its premises, physical facilities, equipment, books, records, contracts, computers, or other electronic systems relating to its Medicaid Covered Persons pertinent to the Agreement by AHCA, CMS, the DHHS, Inspector General, the Comptroller General or their designees, and DHHS; (42 CFR 438.3(h); s. 1903(m)(2)(A)(iv) of the Social Security Act.

c. Subcontractor shall give its full cooperation in any investigation by AHCA, MFCU, CMS, the DHHS Inspector General, the Comptroller General, or their designees, DOEA or other State or federal entity or any subsequent legal action that may results from such an investigation.

12. Compliance with Laws. Subcontractor and Health Plan agree to the extent applicable to comply with 42 CFR § 438.230, 42 CFR 438.3(k), 42 CFR § 455.104, 42 CFR § 455.105 and 42 CFR § 455.106 and all applicable Medicaid laws and regulations, including applicable sub-regulatory guidance and State Contract provisions, and any other applicable state or federal law.

13. Performance. No subcontract that Health Plan enters into with respect to performance under the State Contract shall, in any way, relieve Health Plan of any responsibility for the performance of duties under the State Contract. Health Plan shall assure that all tasks related to the subcontract are performed in accordance with the terms of the State Contract and shall provide AHCA with its monitoring schedule annually by December 1 of each year of the State Contract. Health Plan shall identify in its subcontracts any aspect of service that may be further subcontracted by Subcontractor.

14. Eligibility. Subcontractor must be eligible for participation in the Florida Medicaid program; however, Subcontractor is not required to participate in the Florida Medicaid Product as a provider.

15. Involuntary Termination from Medicaid. If Subcontractor was involuntarily terminated from the Florida Medicaid program other than for purposes of inactivity, Subcontractor is not considered an eligible Subcontractor.

16. Payments. Health Plan agrees to make payment to all Subcontractors in accordance with all state and federal laws, rules and regulations, including s. 409.967, Fla. Statutes; s. 409.975(6), Fla. Statutes; s. 409.982, Fla. Statutes; s. 641.3155, Fla. Statutes; 42 CFR 238.230; 42 CFR § 447.46 and 42 CFR §§ 447.45(d)(2), (3), (d)(5) and (d)(6), in addition to sub-regulatory guidance and the provisions of this . Contract, and shall meet the following requirements:

- a. The conditions and method of payment are as indicated in the Agreement.
- b. Subcontractor agrees to promptly submit all information required by Health Plan to make payment.
- c. Provide for full disclosure of the method and amount of compensation or other consideration to be received from the Health Plan are indicated in the Agreement.
- d. Require any claims processing vendors to maintain accurate Covered Person and provider information, including agreements reflecting the correct reimbursement rate and provider specialty, to ensure the correct adjudication of claims and proper payment to providers.
- e. Subcontractor agrees to maintain an adequate record system for recording services, charges, dates and all other commonly accepted information elements for services rendered to Health Plan.
- f. Require any payment to a provider be accompanied by an itemized accounting of the individual claims included in the payment, including but not limited to the Covered Person's name, the date of services, the procedure code, service units, the amount of reimbursement, and the identification of the Health Plan.
- g. The Managed Care Plan shall assume responsibility for cost avoidance measures for third party collections in accordance Section XII., Financial Requirements.

17. Record Retention. In addition to record retention requirements for practitioner or provider licensure, requires Subcontractors shall retain, as applicable, the following information in accordance with 42 CFR 438.3(u): enrollee grievance and appeal records in 42 CFR 438.416; base data in 42 CFR 438.5(c ); MLR reports in 42 CFR 438.8(k); and the data, information, and documentation specified in 42 CFR 438.604, 42 CFR 438.606, 42 CFR 438.608, and 42 CFR 438.610 for a period of not less than 10 years from the close of the State Contract and retained further if the records are under review or audit until the review or audit is complete. Subcontractor shall request and obtain prior approval for the disposition of records from Health Plan if the Agreement is continuous.

18. Monitoring. Subcontractor agrees that Health Plan may monitor all services provided by Subcontractor to Health Plan's Covered Persons.

19. Protective Clauses. All model and executed subcontracts and amendments used by the Health Plan under this Agreement shall meet all requirements with respect to protective clauses.

20. Safeguarding. Subcontractor shall safeguard Covered Person information in accordance with 42 CFR § 438.224.

21. Exculpatory Clause. Subcontractor agrees that neither AHCA nor any Covered Person will be held liable for the debts of Subcontractor. This subsection shall survive any termination of this Agreement, regardless of the cause, including without limitation insolvency.

22. Indemnification. Subcontractor agrees to indemnify and hold harmless AHCA, its designees and Health Plan's Covered Persons from and against all claims, damages, causes of action, costs or expenses, including court costs and reasonable attorney fees to the extent proximately caused by any negligent act or other wrongful conduct arising from the Agreement. This subsection shall survive termination of the Agreement, including breach due to insolvency. AHCA may waive this requirement for itself, but not Covered Persons, for damages in excess of the statutory cap on damages for public entities, if Subcontractor is a state agency or subdivision as defined by s. 768.28, Fla. Statutes, or a public health entity with statutory immunity. All such waivers must be approved and in writing by AHCA.

23. Insurance. Subcontractor agrees to secure and maintain during the life of the Agreement worker's compensation insurance (complying with Florida's Worker's Compensation Law) for all of its employees connected with the work under this Agreement unless such employees are covered by protection afforded by Health Plan. Such insurance shall comply with Florida's Workers' Compensation Law.

24. Waivers. Health Plan and Subcontractor agree to waive any provisions in the Agreement that, as they pertain to Covered Persons, that are in conflict with the specification of the State Contract.

25. Revocation and Sanctions. Subcontractor agrees that Health Plan shall have the right to revoke delegation of any function delegated to Subcontractor and/or impose other sanctions if Health Plan determines that Subcontractor's performance is inadequate.

26. Utilization Management. Health Plan and Subcontractor agree that compensation to individuals or entities that conduct utilization management activities is not structured so as to provide incentives for the individual or entity to deny, limit or discontinue medically necessary covered services to a Covered Person. (42 CFR 438.210(e)).

27. False Claims Act. The following information on the False Claims Act (31 U.S.C. §§ 3729 — 3733) is provided pursuant to section 6032 of the Deficit Reduction Act of 2005 and 42 CFR 438.608(a)(6); s. 1902(a)(68) of the Social Security Act:

a. The Federal False Claims Act imposes liability on any person or entity who knowingly files a false or fraudulent claim; or uses a false record or statement to obtain payment on a false or fraudulent claim from Medicare, Medicaid or other federally funded health care program. "Knowingly" means having actual knowledge that the information on the claim is false; or acting in deliberate ignorance or reckless disregard of whether the claim is true or false.

b. A person or entity found liable under the False Claims Act is, generally, subject to civil money penalties and three times the amount of damages that the government sustained because of the illegal act.

c. Under the False Claims Act individuals with knowledge of potential violations may file suit on behalf of the government in federal court. These individuals may be entitled to a percentage of the amount recovered by the government. An individual who brings action under the False Claims Act is called a qui tam

relator or whistleblower. Federal law prohibits employers from retaliating against employees who file suits on behalf of the government under the False Claims Act.

d. The False Claims Act creates a system for preventing and detecting fraud, waste and abuse in federal and state health care programs by providing governmental agencies with the appropriate authority and mechanisms to investigate and punish fraudulent activity. Health Plan and Subcontractor shall be dedicated to detection and prevention of false claims.

28. Termination of Contract. Health Plan shall notify Subcontractor, AHCA and Covered Persons at least 60 calendar days prior to the effective date of the termination of Subcontractor. Health Plan shall provide AHCA the reasons for the termination if for cause and shall notify Covered Persons in accordance with the provisions of the State Contract. If the Agreement provides for termination without cause, Health Plan shall provide 60 calendar days, or if longer the time period set forth in the Agreement, advance written notice to Subcontractor and AHCA. Subcontractor shall provide Health Plan advance written notice of cancellation of a subcontract the longer of (i) 90 calendar days prior to the effective date or (ii) the time set forth in the Agreement.

29. Background Check and Screening. Subcontractor agrees that it is subject to a background check, the extent of which is dependent on the nature of the administrative services that Subcontractor will perform as a Subcontractor; in accordance with s. 408.809, F.S.

30. Minority Business. Health Plan and AHCA encourage use of minority business enterprise Subcontractors. See Section VI.0 of the State Contract for provisions and requirements specific to provider contracts and for other minority recruitment and retention requirements

31. Maintaining Books and Records. Subcontractor shall:

a. Maintain books, records and documents (including electronic storage media) pertinent to performance under the Agreement in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all revenues and expenditures of funds provided under this Agreement.

b. Assure that the records shall be subject at all reasonable times to inspection, review or audit by state personnel and other personnel duly authorized by AHCA, as well as federal personnel.

c. Maintain and file with AHCA such progress, fiscal and inventory reports as specified in the State Contract and other reports as AHCA may require within the period of the State Contract. In addition, access to relevant computer data and applications which generated such reports should be made available upon request.

d. Subcontractor shall comply with public record laws as outlined in Section 119.0701, Florida Statutes.

e. The audit and record keeping requirements of this section shall be in all approved subcontracts and assignments.

32. Civil Rights Requirements. Subcontractor agrees to comply with the following:

a. Title VI of the Civil Rights Act of 1964, as amended, 42 USC 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 USC 794, which prohibits discrimination on the basis of handicap.

c. Title IX of the Education Amendments of 1972, as amended, 20 USC 1681 et seq. which prohibits discrimination on the basis of sex.

d. The Age Discrimination Act of 1975, as amended, 42 USC 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 USC 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 or by the above statutes.

33. Compliance with Immigration and Nationality. Subcontractor shall comply with Section 274A(e) of the Immigration and Nationality Act. The employment of unauthorized aliens is a violation of the Act. If Subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the Agreement by Health Plan. Subcontractor shall be responsible for including this provision in all subcontracts with private organizations.]

34. E-Verify. The Immigration Reform and Control Act of 1986 and Section 448.095, Florida Statutes, prohibit employers from knowingly hiring unauthorized alien workers. Subcontractor shall only employ individuals who may legally work in the United States-either U.S. citizens or foreign citizens who are authorized to work in the U.S. Subcontractor shall use the U.S. Department of Homeland Security's E-Verify Employment Eligibility Verification system, <https://e-verify.uscis.gov/emp>, to verify the employment status of all new employees hired by Subcontractor during the term of the State Contract and shall also include a requirement in its subcontracts that the Subcontractor utilize the E-verify system to verify the employment eligibility of all new employees hired by the Subcontractor performing work or providing services pursuant to the State Contract. The Subcontractor must provide the Health Plan with an affidavit stating that the Subcontractor does not employ, contract with, or subcontract with an unauthorized alien worker. The Health Plan will maintain a copy of Subcontractor's affidavit for the duration of the Contract. If Health Plan has a good faith belief that Subcontractor knowingly violated Section 448.095, Florida Statutes, and notifies the Subcontractor of such good faith belief, but the Subcontractor otherwise complied with the statute, the Subcontractor must immediately terminate the contract with the unauthorized alien worker.

35. Credentialing. Provide for monitoring and oversight by the Health Plan and the Subcontractor to provide assurance that all licensed medical professionals are credentialed in accordance with the Health Plan's and AHCA's credentialing requirements as found in the State Contract, if the Health Plan has delegated the credentialing to a Subcontractor.

36. Claims Processing, Payment, & Adjudication. If the Health Plan delegates claims processing and payment or enters into a risk-bearing contract, the Subcontractor agrees to:

a. Submit to Health Plan quarterly unaudited financial statements within 60 days of end of the quarter and submit annual audited financial statement within 120 days of the end of the year.

b. Maintain an insolvency account to meet its obligations. The insolvency account shall be funded in an amount equal to two percent (2%) of the annual contract value. In the event subcontractor has filed for bankruptcy or has otherwise been determined to be insolvent by a regulating entity, the insolvency account may be drawn upon solely by Health Plan to disburse funds to meet Medicaid financial obligations incurred by the Subcontractor under the Agreement between Health Plan and Subcontractor. Documentation of the insolvency account, including account balances and governing agreements, shall be provided to AHCA upon request.

c. If Subcontractor has been delegated claims processing and payment, Subcontractor shall maintain a surplus account to meet its obligations if Subcontractor is at financial risk and/or is delegated to process and pay claims.

d. If Subcontractor has been delegated claims adjudication activities, Subcontractor shall provide all underlying data associated with MLR reporting to Health Plan within 180 days of the end of the MLR reporting year or within 30 days of being requested by Health Plan, whichever is sooner, regardless of current contractual limitations, to calculate and validate the accuracy of MLR reporting.

37. Solvency Requirements. Subcontractor shall establish, enforce, and monitor solvency requirements that provide assurance of the Subcontractor's ability to meet its obligations.

38. Directory Information. Subcontractor shall timely notify the Health Plan of changes in directory information.

39. Overpayments. Health Plan subcontracts with providers shall ensure that providers are obligated to cooperate with recovery efforts, including participating in audits and repay overpayments.

40. Claims Adjudication. All subcontracts for claims adjudication activities shall comply with 42 CFR 438.8(k)(3).

41. Termination Procedures. In accordance with the requirements of the Standard Contract, Section III., B., Termination, all provider agreements and subcontracts shall contain termination procedures.

42. Notice of Termination. All subcontracts shall require Subcontractors to submit notice of termination at least ninety (90) days before the effective date of such withdrawal.

43. Marketing. Subcontractor shall comply with the marketing requirements specified in Section W., Marketing.

44. Encounter Data. All model and executed subcontracts and amendments used by the Health Plan under this Contract shall require Subcontractors to submit timely, complete and accurate encounter data to the Health Plan in accordance with the requirements of Section X.D., Information Management Systems.

45. Excluded Parties. Subcontractor ensures that it has not been excluded from or ineligible for participation in (or on any exclusion list for) any state or federal health care program and does not employ or contract with individuals or entities that are excluded from or ineligible for participation in (or on any exclusion list for) any state or federal health care program.

46. Ownership and Management Disclosure. Subcontractor shall comply with the ownership disclosure in accordance with 42 CFR 438.608(c).

47. Cooperation. Subcontractor shall fully cooperate in any investigation by Health Plan, AHCA, Medicaid Fraud Control Unit, CMS, the United States Department of Health and Human Services Inspector General, the Comptroller General, or their designees, Department of Elder Affairs, or other state or federal entity or any subsequent legal action that may result from such an investigation. In accordance with 20.055 F.S., Subcontractor shall cooperate with the OIG in any investigation, audit, inspection, review or hearing; and shall grant access to any records, data or other information the OIG deems necessary to carry out its official duties.

48. Confidentiality. In accordance with 42 CFR 438.224, Subcontractor shall comply with the privacy and security provisions of the Health Insurance Portability and Accountability Act of 1996. Subcontractor is held to the same confidentiality requirements as the Health Plan.

49. Breach of Personal Information. Subcontractor shall comply with the requirements of 501.171 F.S. and shall, in addition to the reporting requirements therein, report to AHCA any breach of personal information.

50. Behavioral Health. Subcontractor will comply with 42 CFR Section 438.3(n) with respect to functions relating to behavioral health services.

51. Contingency Plan. Subcontractor acknowledges that Health Plan is required to have a contingency plan for each Subcontractor to provide for continuity of care should the Subcontractor cease to provide services. Subcontractor will cooperate with the Health Plan as reasonably requested to develop and maintain this plan.

52. Electronic Communications. Subcontractor shall comply with state and federal law governing the monitoring, interception, recording, use or disclosure of wire, oral or electronic communications, including but not limited to the Florida Security of Communications Act, Sections 934.01, et seq., F.S. and the Electronic Communications Privacy Act, 18 USC 2510 et seq.

53. Compliance Reviews by AHCA. Subcontractor agrees to the following:

a. AHCA may conduct or have conducted, performance and/or compliance reviews, reviews of specific records or other data as determined by AHCA. AHCA may conduct a review of a sample of analyses performed by the Subcontractor to verify the quality of the Subcontractor's analyses. Reasonable notice shall be provided for reviews conducted at the Subcontractor's place of business.

b. Reviews may include, but shall not be limited to, reviews of procedures, computer systems, recipient records, accounting records, and internal quality control reviews. The Subcontractor shall work with any reviewing entity selected by AHCA.

c. During the State Contract, these records shall be available at the Subcontractor's office at all reasonable times. After the State Contract period and for 10 years following, the records shall be available at the Subcontractor's chosen location subject to the approval of AHCA. If the records need to be sent to AHCA, Subcontractor shall bear the expense of delivery. Prior approval of the disposition of the Subcontractor and its subcontractor records must be requested and approved by AHCA. This obligation survives termination of the State Contract.

d. Subcontractor shall comply with all applicable federal requirements pertaining to procurement, including but not limited to Chapter 2 of the CFR and any other final or interim rules with respect to audit requirements of Federal contracts administered through states and local public agencies.

54. Reporting Concerns. Subcontractor shall report to AHCA any health care facility providing services under the State Contract that may have violated the law. To report concerns pertaining to a health care



facility, Subcontractor may contact the AHCA Complaint Hotline by calling 1-888-419-3456 or by completing the online complaint form found at <https://apps.ahca.myflorida.com/hcfc>. Subcontractor shall report to AHCA any areas of concern relative to the operation of any entity covered by the State Contract. To report such concerns, Subcontractor may contact the AHCA Complaint Hotline by calling 1-877-254-1055 or by completing the online complaint form found at [https://apps.ahca.myflorida.com/smmc\\_cirts/](https://apps.ahca.myflorida.com/smmc_cirts/). Reports relating to individuals receiving services who are at risk for, or have suffered serious harm, impairment, or death shall be reported to AHCA immediately and no later than 24 clock hours after the observation is made. Reports that reflect noncompliance that does not rise to the level of concern noted above shall be reported to AHCA within 10 calendar days of the observation.

55. Improvement Plan. If applicable to the Services by Subcontractor, and its performance does not meet AHCA performance standards according to an AHCA or Health Plan monitoring report, Subcontractor shall submit an improvement plan to Health Plan and AHCA within 14 business days of the deficient report.

56. Public Entity Crime. Subcontractor shall not subcontract with a person or affiliate who has been placed on the Florida convicted vendor list following a conviction for a public entity crime.

57. Co-brand Communications. Subcontractor shall work with Health Plan to co-brand all communications with Covered Persons and Providers. Subcontractor shall not send any communication to Covered Persons or Provider, as applicable, unless Health Plan reviews the content of the communication and endorses the communication prior to it being used by the Subcontractor.

58. Miscellaneous Additional Requirements. To the extent Subcontractor contracts with providers of health care services to Health Plan's members/enrollees, Subcontractor shall: (i) maintain a process ensuring all such providers have a current provider agreement; (ii) ensure all providers are fully enrolled/on-boarded within 60 days and the date the full and complete provider application is received is indicated on the PNV file when requested; (iii) establish, maintain, and operate a process for terminating a network provider immediately upon notification from the state that the network provider cannot be enrolled, or the expiration of the 60 day period without enrollment of the provider and notifying members/enrollees thereof; (iv) establish, maintain and operate a process for ensuring all providers have a NPI and provide such as part of the PNV submission; and (v) ensure all providers are qualified and credentialed as required by applicable law and the State Contract. (Attachment B, VII.C.2.b. – f.)