

**AHCA AGREEMENT NO. GFA049
AMENDMENT NO. 1**

THIS AGREEMENT, entered into between the State of Florida, **AGENCY FOR HEALTH CARE ADMINISTRATION**, hereinafter referred to as the "**Agency**" and **PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS**, hereinafter referred to as the "**Recipient**," is hereby amended as follows:

1. In accordance with Grant Agreement, Section II., Item B., Agreement Term, the second paragraph, which provides for the renewal of this Agreement for a period that may not exceed three (3) years or the term of the original Agreement, whichever is longer, both Parties hereby agree to exercise the renewal option of this Agreement, for a period of twelve (12) months beginning July 1, 2016. Therefore, Grant Agreement, Section II., Item B., the first paragraph, is hereby amended to now read as follows:

This Agreement shall begin **April 13, 2016** and end on **June 30, 2017**, inclusive.

2. Standard Agreement, Section I., Item H., Background Screening, is hereby deleted in its entirety and replaced as follows:

H. Background Screening

1. The Recipient shall ensure that all Recipient employees including managing employees that have direct access to Medicaid recipient or provider personally identifiable information (PII), protected health information (PHI), or financial information have a County, State, and Federal criminal background screening comparable to a level 2 background screening as described in Section 435.04, Florida Statutes (F.S.) completed with results prior to employment.
2. Per Section 435.04(1)(a), F.S., level 2 screening standards include, but need not be limited to, fingerprinting for statewide criminal history records checks through the Department of Law Enforcement, and national criminal history records checks through the Federal Bureau of Investigation, and may include local criminal records checks through local law enforcement agencies.
 - a. If the Recipient is not authorized to conduct a level 2 background screening, then completion of a level 1 background screening as defined in Section 435.03, F.S., is acceptable.
3. If the Recipient employee or managing employee was employed prior to the execution of the resulting Agreement, the Recipient shall ensure that the County, State, and Federal criminal background screening comparable to a level 2 background screening is completed with results prior to the employee accessing Medicaid recipient or provider PII, PHI, or financial information.
4. Any Recipient employee or managing employee with background results that are unacceptable to the State as described in Section 435.04, F.S., or related to the criminal use of PII as described in Section 817, F.S., or has been subject to criminal penalties for the misuse of PHI under 42 USC 1320d-5, or has been subject to criminal penalties for the offenses described in Section 812.0195, F.S., shall be denied employment or be immediately dismissed from performing services under the resulting Agreement by the Recipient unless an exemption is granted.

5. Direct access is defined as having, or expected to have, duties that involve access to personally identifiable information, protected health information, or financial information by any means including, but not limited to, network shared drives, email, telephone, mail, computer systems, and electronic or printed reports.
 6. The Recipient shall ensure that all Recipient employees including managing employees that have direct access to Medicaid recipient or provider PII or PHI have a county, state, and federal criminal background screening comparable to a level 2 background screening completed with results every five (5) years.
 7. The Recipient shall develop and submit policies and procedures related to this criminal background screening requirement to the Agency for review and approval within thirty (30) calendar days of Agreement execution. The Recipient's policies and procedures shall include a procedure to grant an exemption from disqualification for disqualifying offenses revealed by the background screening, as described in Section 435.07, F.S.
 8. The Recipient shall keep a record of all background screening records to be available for Agency review upon request.
 9. Failure to comply with background screening requirements shall subject the Recipient to liquidated damages as described in Table 2-A, Revised Performance Standards and Liquidated Damages.
3. **Attachment A**, Scope of Services, Section G., Performance Standards and Liquidated Damages, Table 2, Performance Standards and Liquidated Damages, is hereby deleted in its entirety and replaced with Table 2-A, Revised Performance Standards and Liquidated Damages, as follows. All references in this Contract to Table 2, shall hereinafter refer to Table 2-A.

TABLE 2-A	
Revised Performance Standards and Liquidated Damages	
Performance Standard Requirement	Liquidated Damages To Be Imposed
The Recipient will meet monthly minimums, as established in Table 1 – Deliverable Schedule.	5% will be deducted from the monthly payment for not meeting monthly minimums.
The Recipient will submit all documentation required to the Agency no later than the due dates established in Table 1 – Deliverable Schedule.	\$50.00 per day for each calendar day beyond the due date until provided to the Agency.
Failure to complete initial and renewal background screenings within required timeframes.	\$250.00 per occurrence.
The Recipient will comply with public records laws, in accordance with Section 119.0701, Florida Statutes.	\$5,000.00 for each incident in which the Recipient does not comply with a public records request.

<p>The Recipient will ensure it meets all Federal regulations regarding standards for privacy and individually identifiable health information as identified in the Health Insurance Portability and Accountability Act (HIPAA) of 1996.</p>	<p>\$500.00 to \$5,000.00, per incident per occurrence, depending upon the severity, if the Recipient inappropriately releases Protected Health Information.</p>
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All provisions not in conflict with this Amendment are still in effect and are to be performed at the level specified in this Agreement.

This Amendment is hereby made a part of this Agreement.

This Amendment cannot be executed unless all previous amendments to this Agreement have been fully executed.

IN WITNESS WHEREOF, the Parties hereto have caused this three (3) page Amendment to be executed by their officials thereunto duly authorized.

PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS

STATE OF FLORIDA, AGENCY FOR HEALTH CARE ADMINISTRATION

SIGNED
BY: _____

SIGNED
BY: _____

NAME: **John Bennett**

NAME: **Molly McKinstry**

TITLE: **Assistant County Administrator**

TITLE: **Deputy Secretary for Health Quality Assurance**

DATE: _____

DATE: _____

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