

TRAINING, EDUCATION, AND CLINICALS IN HEALTH (TEACH) FUNDING PROGRAM AGREEMENT

This Training, Education, and Clinicals in Health (TEACH) Funding Program Agreement ("Agreement") between the Florida Agency for Health Care Administration ("AHCA" or "Agency"), and _____ ("Qualified Facility"), sets forth the terms and conditions regarding the TEACH funding program for the Qualified Facility that has been approved to receive funds to offset the administrative costs and loss of revenue associated with establishing, maintaining, or expanding a clinical training program.

NOW, THEREFORE, the parties to this Agreement agree as follows:

- 1. Definitions.** The Florida Medicaid Definitions Policy contains definitions of commonly used terms that are applicable to all sections of Rule Chapter 59G, Florida Administrative Code (F.A.C.), unless specifically stated otherwise in a service-specific coverage policy, rule, or this Agreement. (Rule 59G-1.010, F.A.C.) The following terms as used in this Agreement shall be used, unless this Agreement otherwise expressly requires a different construction and/or interpretation. Some defined terms do not appear in this Agreement.
 - a. Agency** – State of Florida, Agency for Health Care Administration (AHCA). (Section 409.91256 (2)(a), Florida Statutes)
 - b. Agreement** – This Agreement between the Qualified Facility and the Agency and any addenda, appendices, attachments or amendments thereto.
 - c. Business Day** – A day scheduled for regular State of Florida employees to work: Monday through Friday, except holidays observed by regular State of Florida employees. Timeframes requiring completion within a number of business days shall mean by 5:00 p.m. Eastern Time on the last workday.
 - d. Calendar Day** – A period of twenty-four (24) hours from midnight to midnight. Unless otherwise specified, the term "day" in this Agreement refers to calendar days.
 - e. Calendar Year** – A twelve (12) month period of time beginning on January 1 and ending on December 31.
 - f. Children/Adolescents** – Medicaid recipients under the age of twenty-one (21).
 - g. Day (or Days)** – All seven (7) days of the week. Unless otherwise specified, the term "days" in this Agreement refers to calendar days.
 - h. Fiscal Year** – The state of Florida's fiscal year starts July 1 and ends on June 30. This may be different than the Agreement Year.

- i. **Health Insurance** – As defined in s. 624.603, Florida Statutes (F.S.).
- j. **Hospital** – A facility licensed in accordance with the provisions of Chapter 395, F.S., or the applicable laws of the state in which the service is furnished.
- k. **Medicaid** – The medical assistance program authorized by Title XIX of the Social Security Act, 42 U.S.C. §1396 et seq., and regulations thereunder, as administered in the state of Florida by the Agency under 409.901 et. seq., F.S.
- l. **Medicaid Recipient** – Any individual whom the Department of Children and Families (DCF) or the Social Security Administration determines is eligible, pursuant to federal and State law, to receive medical or allied care, goods, or services for which the Agency may make payments under the Medicaid program and who is enrolled in the Medicaid program.
- m. **Medically Necessary or Medical Necessity** – As defined in Rule 59G-1.010, F.A.C.
- n. **Nursing Facility** – An institutional care facility that furnishes medical or allied inpatient care and services to individuals needing such services; see Chapters 395 and 400, F.S.
- o. **Parties** – The Agency for Health Care Administration and the Qualified Facility.
- p. **Preceptor** – A Florida-licensed health care practitioner who directs, teaches, supervises, and evaluates the learning experience of a resident or student during a clinical rotation. (Section 409.91256 (2)(b), Florida Statutes)
- q. **Primary Care Specialty** – General internal medicine, family medicine, obstetrics and gynecology, general pediatrics, psychiatry, geriatric medicine, or any other specialty the agency identifies as primary care. (Section 409.91256 (2)(c), Florida Statutes.) The Agency identifies general surgery as a primary care specialty.
- r. **Protected Health Information (PHI)** – For purposes of this Agreement, protected health information shall have the same meaning and effect as defined in 45 CFR 160 and 164, limited to the information created, received, maintained or transmitted by the Vendor from, or on behalf of, the Agency.
- s. **Prohibitive Affiliations-** – As defined in 42 Code of Federal Regulations (CFR) 438.610.
- t. **Qualified Facility** – A federally qualified health center, a community mental health center, rural health clinic, or a certified community behavioral health clinic. (Section 409.91256 (2)(d), Florida Statutes)

u. **State** – State of Florida.

v. **Statewide Medicaid Managed Care Program** – A program created in Part IV of Chapter 409, F.S., to establish the Florida Medicaid program as a statewide, integrated managed care program for all covered services, including long-term care services. This program is referred to as Statewide Medicaid Managed Care (SMMC) and includes two programs: one for managed medical assistance (MMA) and one for long-term care (LTC).

w. **Training, Education, and Clinicals in Health (TEACH)** – The funding program that provides a high-quality educational experience while supporting participating qualified facilities by offsetting administrative costs and loss of revenue associated with training students and residents to become licensed health care practitioners.

2. **Acronyms.** The following acronyms and abbreviations, when used in this Agreement, shall have the following meanings:

a. **AHCA** – Agency for Health Care Administration (Agency)

b. **CFR** – Code of Federal Regulations

c. **DCF** – Department of Children & Families

d. **DOH** – Department of Health

e. **LTC** – Long-term Care program

f. **MMA** – Managed Medical Assistance program

g. **SMMC** – Statewide Medicaid Managed Care program

h. **TEACH** – Training, Education, and Clinicals in Health

3. **Purpose.** Florida has offered Medicaid services since 1970. Medicaid provides health care coverage for eligible children, seniors, disabled adults and pregnant women. It is funded by both the state and federal governments. The 2024 Florida Legislature passed House Bill 7016, creating section 409.91256, Florida Statutes, to establish the Training, Education, and Clinicals in Health (TEACH) Funding Program. The implementation of this program will provide a high-quality educational experience while supporting participating rural health clinics, federally qualified health centers, certified community behavioral health clinics, and community mental health centers by offsetting administrative costs and loss of revenue associated with training students and residents to become licensed health care practitioners. Additionally, the program is intended to be utilized to support Florida's Medicaid program and underserved

populations by expanding the available health care workforce. The Agency is required to enter into agreements with qualified facilities whose applications were approved for funds under the TEACH funding program. (Section 409.91256 (1), Florida Statutes.)

- 4. Compliance.** The Qualified Facility agrees to comply fully with all state and federal laws, rules, regulations, and statements of policy applicable to the TEACH funding program, Medicaid program, including the Medicaid Provider Handbooks issued by the Agency, as well as all federal, state, and local laws pertaining to licensure and certification, if required, and the practice of any of the healing arts. The Qualified Facility agrees to be liable for and indemnify, defend, and hold AHCA harmless from all claims, suits, judgments, or damages, including court costs and attorney's fees, arising out of the negligence or omissions of the facility in the course of providing services to a recipient or a person believed to be a recipient to the extent allowed by in and accordance with section 768.28, Florida Statutes. In addition, the Qualified Facility agrees to be liable for and indemnify, defend, and hold AHCA harmless from all claims, suits, judgments, or damages, including court costs and attorney's fees, arising from this agreement to the extent allowed by in and accordance with section 768.28, Florida Statutes.
- 5. Term and Signatures.** The parties agree that this is a voluntary Agreement between the Agency and the Qualified Facility. Provided that all requirements for enrollment have been met, this Agreement shall remain in effect through 11:59 p.m., September 30, 2025, from the effective date of the Agreement, unless otherwise terminated. This Agreement shall be renewable only by mutual consent.
- 6. Agency Responsibilities.** The Agency shall enter into an Agreement with the Qualified Facility upon approving the application for the Qualified Facility. (Section 409.91256(3), Florida Statutes.)
- 7. Qualified Facility Responsibilities.** The Qualified Facility must do all the following (Section 409.91256(3), Florida Statutes):
 - a. Agree to provide appropriate supervision or precepting for one or more of the following categories of residents or students:
 - (1.) Allopathic or osteopathic residents pursuing a primary care specialty.
 - (2.) Dental residents.
 - (3.) Advanced practice registered nursing students pursuing a primary care specialty.
 - (4.) Nursing students.
 - (5.) Allopathic or osteopathic medical students.
 - (6.) Dental students.
 - (7.) Dental hygiene students.
 - (8.) Physician assistant students.

- (9.) Behavioral health students, including students studying psychology, clinical social work, marriage and family therapy, or mental health counseling.
 - b. Meet and maintain all requirements to operate an accredited residency program if the Qualified Facility operates a residency program.
 - c. Obtain and maintain accreditation from an accreditation body approved by the Agency if the Qualified Facility provides clinical rotations.
 - d. Ensure that clinical preceptors meet Agency standards for precepting students, including the completion of any training required by the Agency.
 - e. Submit quarterly reports to the Agency by the first day of the second month following the end of a quarter to obtain reimbursement, using an Agency-developed reporting mechanism. At a minimum, the report must include all the following (Section 409.91256 (3)(e), Florida Statutes):
 - (1.) The type of residency or clinical rotation offered by the Qualified Facility, the number of residents or students participating in each type of clinical rotation or residency, and the number of hours worked by each resident or student each month.
 - (2.) Evaluations by the residents and student participants of the clinical experience on an evaluation form developed by the Agency.
 - (3.) An itemized list of administrative costs associated with the operation of the clinical training program, including accreditation costs and other costs relating to the creation, implementation, and maintenance of the program.
 - (4.) A calculation of lost revenue associated with operating the clinical training program.
 - f. Cooperate fully with the Agency's contracted vendor that will be conducting resident and student participant surveys, including timely responding to correspondence and providing requested information. All participants funded under TEACH must complete an exit survey developed and conducted by the Agency or its delegate.
8. **Training.** The Agency, in consultation with the Department of Health, shall develop, or contract for the development of, training for preceptors and make such training available in either a live or electronic format. The Agency shall also provide technical support for preceptors. (Section 409.91256 (4), Florida Statutes)
9. **Reimbursement.** Qualified Facilities may be reimbursed under this section only to offset the administrative costs or lost revenue associated with training students, allopathic residents, osteopathic residents, or dental residents who are enrolled in an

accredited educational or residency program based in this state. (Section 409.91256 (5), Florida Statutes)

- a. Subject to an appropriation, the Agency may reimburse a Qualified Facility based on the number of clinical training hours reported under Section 409.91256 (3)(e)1, Florida Statutes. The allowed reimbursement per student is as follows:

- (1.) A medical or dental resident at a rate of \$50 per hour.
- (2.) A first-year medical student at a rate of \$27 per hour.
- (3.) A second-year medical student at a rate of \$27 per hour.
- (4.) A third-year medical student at a rate of \$29 per hour.
- (5.) A fourth-year medical student at a rate of \$29 per hour.
- (6.) A dental student at a rate of \$22 per hour.
- (7.) An advanced practice registered nursing student at a rate of \$22 per hour.
- (8.) A physician assistant student at a rate of \$22 per hour.
- (9.) A behavioral health student at a rate of \$15 per hour.
- (10.) A dental hygiene student at a rate of \$15 per hour.

- b. A Qualified Facility may not be reimbursed more than \$75,000 per fiscal year; however, if the facility operates an ACGME-accredited residency program at any time during the contract period, then the Qualified Facility may be reimbursed up to \$100,000 that fiscal year.

- c. In the event that the total program expenditures exceed the amount appropriated by the Legislature, then a program-wide reduction will be applied evenly to all Qualified Facilities.

- d. Payments will be calculated and disbursed by multiplying the estimated number of hours submitted by each qualifying facility for each student type by the rates set forth in section 9.a. of this agreement. In the final quarter of the State Fiscal Year, the Agency will reconcile each Qualifying Facility's hours eligible for reimbursement with the interim payments made based on the application estimate. In the event a Qualifying Facility fell short of the estimated hours and in turn received an overpayment, the Qualifying Facility agrees to return the overpayment to the Agency no later than September 1st to ensure that the program can be completed prior to the end of the State's Certified Forward period.

- 10. Data.** A Qualified Facility that receives payment under the program shall furnish information requested by the Agency for the purpose of the Agency's reporting duties under section 409.91256 (7), Florida Statutes, and evaluation duties under section 409.91256 (8), Florida Statutes. (Section 409.91256 (6), Florida Statutes.) The data elements required pursuant to this section are detailed in Exhibit A of this Agreement.

- a. The Qualified facility hereby confirms that all data elements provided to the Agency, intended to fulfill the terms of this agreement, will strictly adhere to the

Family Educational Rights and Privacy Act (FERPA), codified at 20 U.S.C. § 1232g, including its associated regulations. Upon request, the facility will readily provide any necessary documentation to demonstrate compliance with FERPA.

- 11. Termination.** This Agreement may be terminated without cause upon 30 days written notice by either party.
- 12. Interpretation.** When interpreting this Agreement, it shall be neither construed against either party nor considered which party prepared the Agreement.
- 13. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Both parties concur that this Agreement is a legal and binding document and is fully enforceable in a court of competent jurisdiction. Any legal action involving this Agreement will be brought in the appropriate court in Leon County, Florida, and the parties submit to exclusive venue and personal jurisdiction in that court.
- 14. Amendment.** This Agreement, application, and supporting documents constitute the full and entire Agreement and understanding between the parties with respect to their relationship. No amendment is effective unless it is in writing and signed by each party.
- 15. Severability.** If one or more of the provisions contained in this Agreement or application shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired.

The remainder of this page is intentionally left blank.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed under the penalties of perjury, and now affirms that the foregoing is true and correct.

_____	_____	_____	_____
Print Name of Signatory	Title	Signature	Date

_____	_____	_____	_____
Print Name of Signatory	Title	Signature	Date

_____	_____	_____	_____
Print Name of Signatory	Title	Signature	Date

Please complete the following information:

Qualified Facility's Name: _____

DBA Name: _____

Tax Identification Number: _____

National Provider Identifier: _____

Florida Medicaid Identification Number: _____

(For new applicants, the Florida Medicaid ID is not applicable)

EXHIBIT A
to
TEACH FUNDING PROGRAM AGREEMENT

Application and Quarterly Reporting Workbook