

CITY OF MARIANNA
COMMISSION AGENDA MEMO
August 31, 2017

ITEM# _____

MARIANNA HEALTH & REHABILITATION CENTER
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Subject: Approve letter of agreement with Simply Healthcare

Subject Background: Simply Healthcare is submitting a bid to the State of Florida to expand their Medicaid network in our region. The State will award contracts in April 2018. If Simply Healthcare is awarded the contract, a formal contract will be sent for review and approval.

Detail: The Center's Management Consultant has reviewed the letter of agreement along with the City Manager.

Recommendation: Approve letter of agreement with Simply Healthcare

Potential Motion: I move to approve the letter of agreement with Simply Healthcare, per recommendation of the Administrator and the Board of Trustees of Marianna Health and Rehabilitation Center.

Prepared by: Melinda Gay, Administrator	Approved for Agenda by:
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LETTER OF AGREEMENT
by and between Simply Healthcare Plans, Inc.

AUG 07 2017

and

[_____]

This Letter of Agreement (“LOA”) is executed by and between, the aforementioned provider listed above (severally and collectively, as the context may require, “Provider”) and, Simply Healthcare Plans, Inc. (“Simply”) as of the date entered by Simply on the signature page (the “Effective Date”). In consideration of the mutual promises, agreements and consideration contain herein, the sufficiency of which hereby is acknowledged, the parties agree as follows:

1. **Purpose.** This LOA shall act as the agreement between the parties while they negotiate the terms and conditions of Simply’s standard provider contract.
2. **Scope.** Provider agrees to participate in the Medicaid benefit plans offered and/or administered by Simply as identified in Exhibit A hereto (“Medicaid Benefit Plans”).
3. **Provision of Services.** Provider agrees to provide those services covered under the Medicaid Benefit Plans (“Covered Services”) listed on Exhibit A (“Contract Services”) to members of Simply’s Medicaid Benefit Plans (“Members”) accordance with the terms and conditions of this LOA, Simply’s policies and procedures and its Provider Handbook. Provider shall provide those Contract Services that it has been licensed and credentialed to provide and, other than emergency services, shall be prohibited from providing any services which Provider has not been credentialed to provide. At all times hereunder, Provider shall render services in accordance with (i) the scope of Provider’s licensure and certifications, as applicable; (ii) the prevailing standards of care of the profession in the community in which Provider is located; (iii) the terms and conditions of this LOA and Simply’s Provider Manual; (iv) the provisions of the applicable Medicaid Benefit Plan; and (v) state and federal law. Additionally, Provider shall render services without regard to a Member’s race, ethnicity, religion, gender, color, national origin, age, sexual orientation, genetic information, disability, source of payment, any factor related to physical or mental health status, or on any other basis deemed unlawful under federal, state or local law. Provider shall conduct itself in accordance with the community standards and shall ensure that Contract Services are provided in accordance with Simply’s objectives of comprehensive, quality care, cost containment, and effective utilization of inpatient, ambulatory and emergency services. Nothing in this LOA is intended to create, nor shall it be construed to create, any right of Simply to intervene in any manner in the methods or means by which Provider renders Contract Services to Members.
4. **Payment.** Provider shall be compensated for its provision of Contract Services under this LOA in accordance with Exhibit B. No later than thirty (30) days after receipt of a claim for service(s) rendered to a member by Provider, Simply agrees either to pay or provide written notice as to why the claim is denied or delayed. Nothing in this Section shall prohibit Provider from collecting applicable deductibles or copayments from Members.
5. **Prompt Submission of Claims.** If required, Provider agrees to submit all claims to Simply, or its designee, as applicable, within ninety (90) days from the date of service or the date of discharge for hospitalized members. Such claims shall be submitted as described in Simply’s Provider Manual. Simply may, in its sole discretion, deny payment for any claim(s) received after the above referenced time period. When submitting claims and/or encounter data to Simply, Provider shall: (a) use the most

current coding methodologies on all forms; (b) abide by all applicable coding rules and associated guidelines, including, without limitation, inclusive code sets; and (c) agree that regardless of any provision or term in this LOA, in the event a code is formally retired or replaced, Provider will discontinue use of such code and begin use of the new or replacement code following the effective date published by the appropriate coding entity or government agency. Should Provider submit claims using returned or replaced codes, Provider understands and agrees that Simply may deny such claims until appropriately coded and resubmitted.

6. **Medicaid Regulatory Requirements.** As required by Florida's Agency for Healthcare Administration ("AHCA"), Provider agrees to comply with the Medicaid regulatory requirements in the Medicaid Addendum attached hereto as Exhibit C. As required by the Centers for Medicare and Medicaid Services ("CMS")
7. **Term & Termination.** The terms of this LOA shall be for one (1) year months commencing on the Effective Date and shall renew automatically for one (1) year terms until its termination pursuant to this Section 7.. This LOA shall automatically terminate upon the effective date of a successor agreement between the parties. Either party may terminate this LOA: (a) without cause upon ninety (90) days prior written notice to the other; or (b) with cause upon thirty (30) days prior written notice to the other, subject to cure of the alleged breach within the first fifteen (15) days of the thirty (30) day notice to the satisfaction of the non-breaching party. In addition, Simply may terminate this LOA or the participation of any individual practitioner/provider employed by or contracted with Provider under this LOA immediately upon written notice in the event: (i) of a threat to the health or safety of a Member or Members; (ii) Simply is directed to do so by AHCA or any other authorized federal or state agency; (iii) Provider or such individual is excluded from participation in any federal health care program; (iv) of a change in control of Provider and/or any new owner or ownership of Provider is not acceptable to Simply; (v) Simply has suspicion of fraud or abuse by Provider; or (vi) of Provider's failure to comply with Simply policies as contained in the Simply Provider Manual.
8. **Entire Agreement.** This LOA, including any exhibits, attachments, addenda and amendments hereto and the documents incorporated herein, constitutes the entire agreement between Simply and Provider with respect to the subject matter hereof, and it supersedes any prior or contemporaneous agreements, oral, written or electronic, between Simply and Provider.
9. **Amendment.** An amendment to this LOA must be made in writing and executed by both parties. Notwithstanding the above, this LOA shall be automatically amended to comply with applicable state and federal laws, rules, regulations, regulatory instructions, and accreditation requirements to which Simply is subject. Simply may unilaterally amend this LOA upon notice to provider to memorialize such changes.
10. **Assignment.** Neither party may assign this LOA without prior written consent of the other. Notwithstanding the above, Simply may assign this LOA in whole or in part to any purchaser of or successor to the assets or operations of Simply or to any affiliate of Simply, provided that the assignee agrees to assume Simply's obligations hereunder.
11. **Governing Law.** This LOA has been executed and delivered, and shall be interpreted , construed and enforced in accordance with the law of the State of Florida, except to the extent preempted by federal law.
12. **Notices.** Any notices, sent requests, demands or other communications required or permitted to be given under this LOA shall be to the address set forth below the parties' respective signatures to this LOA.

Unless a notice specifically limits its scope, notice to any one party included in the term "Provider" or "Simply" shall constitute notice to all parties included in the respective terms.

13. Compliance with the Law. The parties agree to comply with all applicable state and federal laws, rules and regulations, including, but not limited to all applicable Medicaid regulations.
14. Provider Authority. Provider represents and warrants that: (a) it has authorization to negotiate terms and conditions of provider agreements, including this LOA, and to execute such agreements for and on behalf of Provider and each of Provider's practitioner/provider employees, members and contractors; and (b) all employed or owned practitioner/provider members of Provider shall comply with the terms and conditions of this LOA.
15. Dispute Resolution. The parties agree to attempt to resolve any disputes arising with respect to the performance under or interpretation of the LOA, including without limitation disputes regarding the claims payment or denial, promptly by negotiation between designated representatives of the parties who have authority to settle the dispute. If the matter has not been resolved within sixty (60) days following the date of a party's written request for this negotiation, the parties agree that all such unresolved disputes shall be resolved through binding arbitration using the Commercial Arbitration Rules of the American Arbitration Association then in effect.

The undersigned authorized representatives of the parties have the authority necessary to bind all of the entities identified herein and have executed this LOA as of the date entered by Simply on the signature page.

Simply:

SIMPLY HEALTHCARE PLANS, INC.

Signature: _____
Name: _____
Title: _____
Date: _____

Address (will be used for noticed hereunder, unless updated in writing)

SIMPLY HEALTHCARE PLANS, INC.
9250 W Flagler Street, Suite 600
Miami, Florida 33174

Provider:

Name of Provider: _____

Signature: _____
Name: _____
Title: _____
Date: _____

Address (will be used for noticed hereunder, unless updated in writing)

Email: _____

NPI: _____

TIN: _____

Attachments:
Exhibit A – Scope of Service

Exhibit B – Participation and Compensation Schedule
Exhibit C – Medicaid Addendum

Exhibit A

Scope of Services

Benefit Plans: FLORIDA STATEWIDE MEDICAID MANAGED CARE - LONG TERM CARE (LTC)

Provider is responsible for providing those Contract Services as set forth herein and under such specialties in accordance with Simply's Provider Handbook.

The list of Contract Services to be provided by Provider may be amended by Simply from time to time to include additional Contract Services which are services and procedures which reasonably are considered to be part of Medical Equipment and Supplies Services.

Nursing Home:	
o Nursing Home Services	
o Therapy Services	

Provider's Service Areas (check all that apply):

REGION 1

<input type="checkbox"/>	Escambia
<input type="checkbox"/>	Okaloosa
<input type="checkbox"/>	Santa Rosa
<input type="checkbox"/>	Walton

REGION 2

<input type="checkbox"/>	Bay
<input type="checkbox"/>	Calhoun
<input type="checkbox"/>	Franklin
<input type="checkbox"/>	Gadsden
<input type="checkbox"/>	Gulf
<input type="checkbox"/>	Holmes
<input type="checkbox"/>	Jackson
<input type="checkbox"/>	Jefferson
<input type="checkbox"/>	Leon
<input type="checkbox"/>	Liberty
<input type="checkbox"/>	Madison
<input type="checkbox"/>	Taylor
<input type="checkbox"/>	Wakulla
<input type="checkbox"/>	Washington

REGION 3

<input type="checkbox"/>	Alachua
<input type="checkbox"/>	Bradford
<input type="checkbox"/>	Citrus
<input type="checkbox"/>	Columbia
<input type="checkbox"/>	Dixie
<input type="checkbox"/>	Gilchrist
<input type="checkbox"/>	Hamilton
<input type="checkbox"/>	Hernando
<input type="checkbox"/>	Lafayette
<input type="checkbox"/>	Lake
<input type="checkbox"/>	Levy
<input type="checkbox"/>	Marion
<input type="checkbox"/>	Putnam
<input type="checkbox"/>	Sumter
<input type="checkbox"/>	Suwannee
<input type="checkbox"/>	Union

REGION 4

<input type="checkbox"/>	Baker
<input type="checkbox"/>	Clay
<input type="checkbox"/>	Duval
<input type="checkbox"/>	Flagler
<input type="checkbox"/>	Nassau
<input type="checkbox"/>	St. Johns
<input type="checkbox"/>	Volusia

REGION 5

<input type="checkbox"/>	Pasco
<input type="checkbox"/>	Pinellas

REGION 6

<input type="checkbox"/>	Hardee
<input type="checkbox"/>	Highlands
<input type="checkbox"/>	Hillsborough
<input type="checkbox"/>	Manatee
<input type="checkbox"/>	Polk

REGION 7

<input type="checkbox"/>	Brevard
<input type="checkbox"/>	Orange
<input type="checkbox"/>	Osceola
<input type="checkbox"/>	Seminole

REGION 8

<input type="checkbox"/>	Charlotte
<input type="checkbox"/>	Collier
<input type="checkbox"/>	DeSoto
<input type="checkbox"/>	Glades
<input type="checkbox"/>	Hendry
<input type="checkbox"/>	Lee
<input type="checkbox"/>	Sarasota

REGION 9

<input type="checkbox"/>	Indian River
<input type="checkbox"/>	Martin
<input type="checkbox"/>	Okeechobee
<input type="checkbox"/>	Palm Beach
<input type="checkbox"/>	St. Lucie

REGION 10

<input type="checkbox"/>	Broward
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REGION 11

<input type="checkbox"/>	Miami-Dade
<input type="checkbox"/>	Monroe

Exhibit B

**Participation and Compensation
Compensation Schedule**

Simply will pay Provider for the provision of Contract Services under the terms of the foregoing LOA as follows as permitted by such Medicaid Benefit Plan:

Section I: Reimbursement

PROGRAM: FLORIDA STATEWIDE MEDICAID MANAGED CARE - LONG TERM CARE			
NURSING FACILITY SERVICES RATE GRID			
Service Description	Coded Service Identifier	Rate	Method
All Inclusive-Rate- All Inclusive Room and Board Plus Ancillary (e.g. Room and Board-Semiprivate (2 beds) (-General)	Applicable Revenue Code	100% of Florida Medicaid Nursing Homes Rate	Per Diem
Respite Care- General (e.g. respite care is short-term inpatient care provided to the individual only when necessary to relieve the family members or other persons caring for the individual at home).	Applicable Revenue Code	100% of Florida Medicaid Nursing Homes Rate	Per Diem
Leave of Absence – Patient Convenience – Charges Billable	Applicable Revenue Code	100 % of Florida Medicaid Nursing Homes Rate	Per Diem
Leave of Absence – Nursing Home (for hospitalization)	Applicable Revenue Code	100 % of Florida Medicaid Nursing Homes Rate	Per Diem
THERAPY SERVICES			
Therapy Services	Applicable CPT/HCPCS Codes	100 % of Florida Medicaid Fee Schedule	Per Service

The LOA does not set forth any compensation to be paid Provider for the provision of Covered Services which are not Contract Services unless Simply and Provider have agreed on the compensation for the provision of such Covered Services in writing and Provider is not authorized to provide Members Covered Services which are not Contract Services under the terms of this LOA unless Simply and Provider have agreed on the compensation for the provision of such other Covered Services in writing.

In the event the compensation to be paid to Provider for providing a Contract Service under this Compensation Schedule exceeds the amount actually charged by Provider to provide such service, Provider’s compensation will be adjusted to reflect Provider’s actual charge.

Provider acknowledges that the amount of compensation to be paid under Medicaid Benefit Plans is set by Government Agencies, including without limitation AHCA, pursuant to fee schedules which are prepared by such Government Agencies. Provider further acknowledges and agrees that any compensation to be paid to Provider under any benefit plan for which compensation amounts are set by a Government Agency will be subject to such amendments and/or adjustments and will become effective on the date such amendment or adjustment is deemed to become effective by the applicable Government Agency.

The undersigned authorized representatives of the parties agree to the compensation terms set forth above.

Exhibit C

MEDICAID ADDENDUM Supplemental Terms

Simply has entered into an agreement (the “**Medicaid Contract**”) with AHCA to offer a prepaid health maintenance organization healthcare plan (the “**Medicaid Plan**”). The following requirements specifically apply to any Members that are enrolled under the Medicaid Plan offered by Simply (“**Medicaid Members**”). This Addendum (the “**Addendum**”, and referenced in the LOA as the “**Medicaid Addendum**”) is included as part of that certain LOA by and between Simply and Provider to ensure compliance with Florida and Federal Medicaid laws, rules and regulations and applies to Provider, which has signed the LOA and has contracted to provide services under the Medicaid Plan, and to Provider's Provider Practitioners. This Addendum, the LOA and any other contracts and subcontractor contracts contemplated or entered into by Simply for the purposes of fulfilling any obligations contained herein shall comply with 42 CFR 438.230, 42 CFR 455.104, 42 CFR 455.105, and 42 CFR 455.106. The provisions of this Addendum supplement the terms of the LOA and are to be interpreted in a manner consistent with the terms of the LOA, provided that to the extent the terms and conditions set forth in this Addendum conflict and cannot be reconciled with similar provisions elsewhere in the LOA, the terms and conditions in this Addendum shall prevail. In addition, to the extent that the terms or conditions of this Addendum conflict with the Medicaid Contract, such terms and conditions are waived and the Medicaid Contract shall control as to Members who are enrolled in the Medicaid Plan. Simply, Provider and all Provider Practitioners agree as follows:

1. Provider and each of its Provider Practitioners desire to become a Participating Provider in Simply's Medicaid Plan. Provider and each of its Provider Practitioners agree to comply with and abide by all applicable terms and conditions of the Medicaid Contract as well as all related state and federal laws, rules, regulations and guidelines related to the Medicaid lines of business and Simply's Provider Handbook.
2. Provider represents and warrants that Provider, its Provider Practitioners, independent contractors and employees will abide by the terms and conditions of the LOA and this Addendum, and Provider shall obtain such acknowledgment from each of its Provider Practitioners, independent contractors and employees required to be credentialed under the terms of this LOA. Provider represents that each of its Provider Practitioners, independent contractors and employees is enrolled in or is eligible to participate in the Medicaid program; however, such Provider Practitioner is not required to participate in the Medicaid Program as a provider. Simply and Provider further acknowledge and agree that if Provider or a Provider Practitioner was involuntary terminated from the Medicaid program other than for purposes of inactivity, Provider or such Provider Practitioner is not considered eligible.
3. Provider and Provider Practitioners shall at all times and hereby do indemnify and hold AHCA and any Medicaid Plan Member harmless from and against any and all claims, damages, causes of action, costs or expense, including court costs and reasonable attorneys fee, to the extent proximately caused by any negligent act or other wrongful conduct by Provider, or any of its Provider Practitioners, arising from the LOA or this Addendum, or relating to a debt obligation of Provider or any of its Provider Practitioners. Without limiting the generality of the foregoing, Provider and Provider Practitioners will not seek reimbursement from Medicaid Members for Covered Services rendered to them under this LOA. The provisions of this paragraph shall survive termination of the LOA and this Addendum, for any reason, including but not limited to termination for breach due to insolvency.

- i. Provider further agrees that: (i) this provision shall survive the termination of the LOA regardless of the cause giving rise to termination and shall be construed to be for the benefit of the Member; (ii) this provision supersedes any oral or written contrary LOA now existing or hereafter entered into between Provider and Members or persons acting on their behalf; and (iii) this provision shall apply to each of Provider's and its Provider Practitioners' employees, subcontractors and independent contractors, and Provider and each Provider Practitioner shall obtain from such persons specific agreement to this provision. AHCA may waive this requirement for itself, but not Members, for damages in excess of the statutory cap on damages for public entities (all such waivers must be approved in writing by AHCA).
 - ii. Any modification, addition or deletion to this Section shall not become effective until after the Commissioner of Insurance has given Simply written notice of approval of such proposed changes, or such changes are deemed approved in accordance with State laws.
4. Provider and each Provider Practitioner shall, during the term of the LOA and/or this Addendum, secure and maintain workers' compensation insurance coverage for all of its employees connected with services provided to Medicaid Plan Members pursuant to the Medicaid Contract and in compliance with the Florida Workers' Compensation Laws. Prior to execution of the LOA or this Addendum and upon request at any time during the term of the LOA and/or this Addendum, Provider shall provide to Simply evidence of such coverage. Provider agrees to notify Simply in the event of a lapse in general liability or medical malpractice insurance, or if assets fall below the amount necessary for licensure under applicable Florida Statutes.
5. Provider shall maintain and shall cause each Provider Practitioner to maintain complete and accurate fiscal, medical, social and other administrative records for medical services rendered to Medicaid Plan Members and as are necessary to document the quality, appropriateness and timeliness of services performed under the LOA and in compliance with applicable state and federal laws, rules and regulations and the Medicaid Contract. Provider shall maintain and shall require each subcontractor to maintain and retain said records for a period of at least ten (10) years from the termination of Simply's Medicaid Contract with AHCA, and retained further if the records are under review or audit until the review or audit is complete. Said records will be made available for audit, review and/or other periodic monitoring upon request by Simply, AHCA, CMS or the Department of Health and Human Services, or their respective designees. Provider agrees and shall cause each Provider Practitioner to agree that prior approval for the disposition of records is required by Simply if Provider's or any Provider Practitioners' contract with Simply is continuous.
6. Provider further agrees and shall cause each Provider Practitioner to agree to submit information for reports and clinical information and any other reports required by Simply, including without limitation Child Check-up where applicable, to Simply and/or AHCA, upon request.
7. Provider and each Provider Practitioner agree to safeguard information about Members according to 42 CFR, Part 438.224.
8. Provider and each Provider Practitioner will allow for timely access to care for all Member appointments in accordance Simply's guidelines and regulations and the Medicaid Contract. Provider and Provider Practitioners shall make Covered Services available to Medicaid Members, at a minimum, according to the following standards: Urgent Care - seen within one day; Sick Care - seen within one week; Well Care - seen within one month.

9. Payments due as a result of Covered Services rendered to Medicaid Plan Members shall be made by Simply to Provider on or before thirty-five (35) calendar days after all properly documented invoices and/or claims, and any documentation necessary for Simply to process such claims, have been received by Simply and in accordance with the reimbursement terms and conditions set out in the LOA. Compensation under the LOA will not be made or structured in a manner that, directly or indirectly, effects an inducement to limit the provision of Medically Necessary services to Members. The compensation provisions under the LOA and any subcontract hereunder do not, and will not, provide incentives, directly or indirectly, monetary or otherwise, to reduce or limit, or for the withholding of Medically Necessary medical care. Compensation paid to individuals or entities conducting utilization management activities will not be structured so as to provide incentives for the individual or entity to deny, limit or discontinue Medically Necessary services to any Member.
10. Simply assumes responsibility for cost avoidance measures for third party collections in accordance with the Medicaid Contract. Accordingly, Simply shall make every reasonable effort to determine the legal liability of third parties to pay for services rendered to Members under the Medicaid Contract and notify AHCA's third party liability vendor of any third party creditable coverage discovered. Provider and its Provider Practitioners will cooperate with Simply to collect from third parties when applicable.
11. The parties acknowledge and agree that nothing in the LOA or this Addendum is intended to or shall (i) interfere with or hinder communications between Provider, its Provider Practitioners, employees or independent contractors and Members regarding patient treatment; (ii) prohibit Provider, its Provider Practitioners, employees or independent contractors from discussing treatment options or non-treatment options with Members that may not reflect Simply's position or that may not be covered by the Medicaid Plan; (iii) prohibit Provider, its Provider Practitioners, employees or independent contractors from acting within the lawful scope of practice, from advising or advocating on behalf of the Member for the Member's health status, medical care, or treatment or non-treatment options, including any alternative treatments that might be self-administered; (iv) prohibit Provider, its Provider Practitioners, employees or independent contractors from advocating on behalf of a Member in any grievance system or UM process, or individual authorization process to obtain necessary health care services; (v) require Provider to contract for more than one Simply product or otherwise be excluded; (vi) prohibit Provider, its Provider Practitioners, employees or independent contractors from contracting with other health plans for any type of product including but not limited to commercial, Medicaid or Medicare products; or (vii) prohibit Provider, its Provider Practitioners, employees or independent contractors from providing inpatient services in a contracted hospital to a Member if such services are determined to be Medically Necessary and are Covered Services.
12. Notwithstanding anything to the contrary herein, either party may terminate the LOA, in accordance with the terms and conditions of the LOA, with additional notice of such termination to AHCA and CMS.
13. This LOA, being for the purpose of retaining the professional services of Provider, shall not be assigned, subcontracted, or delegated by Provider without the express written consent of Simply. All subcontracts relating to services under the Medicaid Contract or amendments thereto must be in writing, signed and dated by Provider and the applicable subcontractor and identify the conditions and method of payment. Furthermore, any contracts, agreements, or subcontracts entered into by Provider or any Provider Practitioner for the purposes of carrying out any aspect of the LOA or this Addendum must include assurances that the individuals who are signing the contract, agreement or subcontract are so authorized and that it includes all the requirements of the LOA, this Addendum, and the Medicaid Contract as applicable. Provider and its Provider Practitioners acknowledge and

agree that if the performance of Provider or any Provider Practitioner or the performance of their respective subcontractors, as it relates to the LOA, this Addendum, or the Medicaid Contract, is inadequate, Simply shall have the right to revoke the delegation of duties and obligations under this LOA and to, or impose other sanctions on, Provider and its Provider Practitioners. Furthermore, Provider and its Provider Practitioners will be obligated to revoke the delegation of duties and obligations to, or impose other sanctions on, their respective subcontractors at the request of Simply. The parties acknowledge that AHCA encourages the use of minority business enterprise contractors.

14. Provider and Provider Practitioners, and their respective employees and contractors, will cooperate with and participate in Simply's peer review, grievance, Quality Assurance and Management Program and Utilization Review and Management Program activities, and provide for monitoring and oversight, including monitoring of services rendered to Medicaid Plan Members. Provider shall ensure that its Provider Practitioners, employees and independent contractors rendering Covered Services are each licensed and credentialed in accordance with Simply's credentialing and re-credentialing policies and procedures, this LOA and Simply's Medicaid Contract and Provider and Simply will provide monitoring and oversight to provide assurance that all licensed medical professionals providing Covered Services to Members are so credentialed.
15. Provider and all Provider Practitioners agree that a Member may be transferred immediately to another Primary Care Practitioner or health plan if the Member's health or safety is in jeopardy.
16. Provider and all Provider Practitioners agree to perform Member case management responsibilities and duties associated with its designation as a Primary Care Practitioner.
17. Simply shall not discriminate with respect to participation or reimbursement of a Provider Practitioner who is acting within the scope of his or her license or certification under applicable State law, solely on the basis of such license or certification. This provision should not be construed as an "any willing" Provider Practitioner law, and it does not prohibit Simply from limiting Provider Practitioner or Provider participation to the extent necessary to meet the needs of its Members. Furthermore, this provision does not interfere with measures established by Simply that are designed to maintain quality and control costs.
18. Simply shall not discriminate against Provider for serving high-risk populations or against those Provider Practitioners that specialize in conditions requiring costly treatments.
19. Provider and all Provider Practitioners shall maintain an adequate record system for recording services, charges, dates and all other commonly accepted information elements for services rendered to Simply and its Members.
20. Provider, all Provider Practitioners, and their employees and independent contractors rendering Covered Services will provide DHHS and AHCA, including AHCA's Bureau of Medicaid Program Integrity (MPI) and the Medicaid Control Fraud Unit (MFCU), and the Florida Department of Elder Affairs (DOEA), the right to inspect, evaluate, and audit all of the following related to Simply's provision of services under the Medicaid Contract:
 - Pertinent books,
 - Financial records
 - Medical Records, and
 - Documents, papers, and records of any Provider Practitioner involving financial transactions related to this LOA.

21. Provider, all Provider Practitioners, and their employees and independent contractors shall comply with Simply's cultural competency plan, as described in Simply's Provider Handbook.
22. Provider and all Participating Providers will provide all Covered Services to all populations to be served per the terms and conditions of the Medicaid Contract and per Simply's Provider Handbook.
23. Provider and all Provider Practitioners acknowledge and agree that any marketing or other community outreach materials relating to Simply's provision of services under its Medicaid Contract and Provider's participation in the Medicaid Plan that are to be distributed by Provider or Provider Practitioners must be submitted by Simply to AHCA for written approval before use and will not be used by Provider or any Provider Practitioner until such approval has been obtained. Provider shall comply with all marketing requirements set forth in the Medicaid Contract.
24. Provider and all Provider Practitioners agree to abstain from making referrals for designated health services to health care entities with which Provider, a Provider Practitioner or a Member of a Provider Practitioner's family has a financial relationship. If any referrals are made for designated health services, they must be done in accordance with applicable state and federal laws.
25. Provider and all Provider Practitioners will fully cooperate in all respects with other providers of health services and health plans of any transferring Member to assure maximum health outcomes for any such transferring Members.
26. Provider will submit notice of withdrawal of any of its Provider Practitioners from Provider's list of Provider Practitioners eligible to provide Primary Care Services under the LOA at least ninety (90) calendar days prior to the effective date of such withdrawal.
27. Provider and its Provider Practitioners will offer hours of operation that are no less than the hours of operation Provider and each such Provider Practitioner offers to Members under different Benefit Plans offered by Simply and to other non-Medicaid Plan patients.
28. In the event that the LOA or this Addendum terminates or expires prior to the end of a period for which AHCA has made a payment to Simply, Provider and its Provider Practitioners shall continue to provide Covered Services to Medicaid Plan Members in accordance with the terms and conditions of the LOA and this Addendum through the term of the period for which AHCA has paid Simply, the termination or expiration of the LOA or this Addendum notwithstanding and until such time as the Medicaid Plan Member has been transferred to another Participating Provider, unless the termination occurred for the benefit or protection of the Member.
29. Provider will look solely to Simply for compensation for services rendered hereunder, with the exception of nominal Copayments or Deductibles, pursuant to the Medicaid Contract. Provider and Participating Providers will not seek reimbursement or payment from Medicaid Plan Members for Covered Services rendered to such Members pursuant to or in connection with this LOA. Upon the termination or expiration of the Medicaid Contract, payment for all services performed for eligible Medicaid Members prior to the effective date of termination will be the responsibility of Simply. Neither Provider nor the Provider Practitioners will hold Medicaid Members or AHCA liable for the debts of Provider or Provider Practitioners at any time, including termination of the LOA or this Addendum for any reason, including the insolvency of Simply.

30. Provider and Provider Practitioners will not charge for any Covered Services provided to a Medicaid Member at a rate in excess of the rate established by the LOA, the Compensation Addendum and this Addendum.
31. Provider and Provider Practitioners shall safeguard information about Medicaid Plan Members in accordance with 42 C.F.R., Part 431, Subpart F.
32. Provider and all Provider Practitioners acknowledge and agree that in the event of any conflict between the terms and conditions of the LOA and/or this Addendum and the specifications of the Medicaid Contract as related to Simply's Medicaid Plan, and as such terms and conditions pertain to Medicaid Members, such terms and conditions of the LOA and this Addendum shall be waived and the Medicaid Contract shall control.
33. For purposes of the LOA, Covered Services include Family Planning Services and Well Baby/Child Care Services. The LOA and the Addenda or Attachments thereto will determine whether Provider and Provider Practitioners are required to provide such Covered Services to Medicaid Plan Members.
34. Provider shall immediately notify Simply in writing of a Medicaid Member's pregnancy, whether identified through medical history examination, testing, claims or otherwise.
35. Provider and all Provider Practitioners acknowledge and agree that in the event Provider or any Provider Practitioner is suspended or terminated for any reason, Provider or such Provider Practitioner may only utilize the applicable appeals procedures outlined in the Provider Handbook. No additional or separate right of appeal to AHCA or Simply is created as a result of Simply's act of suspending or terminating Provider or any Provider Practitioner. Notwithstanding the termination of the provider contract with respect to any particular Provider Practitioner, this LOA shall remain in full force and effect.
36. The federal False Claims Act is a federal law that applies to fraud involving any contract or program that is federally funded, including Medicare and Medicaid. Health care entities that violate the federal False Claims Act can be subject to civil monetary penalties ranging from \$5,000 to \$10,000 for each false claim submitted to the United States government or its contactors, including state Medicaid agencies. The federal False Claims Act contains a "qui tam" or whistleblower provision to encourage individuals to report misconduct involving false claims. The qui tam provision allows any person with actual knowledge of allegedly false claims to the government to file a lawsuit on behalf of the U.S. government. The False Claims Act protects individuals who report under the qui tam provisions from retaliation that results from filing an action under such Act, investigating a false claim, or providing testimony for or assistance in a federal False Claims Act action. The object of the False Claims Act is to prevent and detect fraud, waste, and abuse. Simply, Provider and all Provider Practitioners shall comply with the False Claims Act to the extent applicable and assist in the detection and prevention of fraud, waste, and abuse in connection with the provision of services under the LOA and the Medicaid Contract.
37. Provider and its Provider Practitioners, independent contractors and employees are subject to background checks conducted by Simply. Simply shall consider the nature of the work Provider, Provider Practitioners or any other subcontractor or agent will perform in determining the level and scope of the background checks. Provider and its Provider Practitioners, independent contractors and employees will cooperate with Simply in connection with its performance of any and all background checks under and pursuant to this LOA.

38. Simply acknowledges that no subcontract Simply enters into with respect to performance under the Medicaid Contract shall, in any way, relieve Simply of any responsibility for the performance of duties under the Medicaid Contract. Furthermore, Simply shall assure that all tasks related to a subcontract related to the Medicaid Contract are performed in accordance with the terms of the Medicaid Contract and shall provide the AHCA Bureau of Managed Health Care with Simply's monitoring schedule annually by December 1. Provider and its Provider Practitioners will cooperate with Simply's monitoring schedule. Simply will identify any aspect of service that may be further subcontracted.
39. Provider will utilize the U.S. Department of Homeland Security's E-Verify Employment Eligibility Verification System to verify the employment eligibility of all Provider's new employees, agents, or contractors (including all Provider Practitioners) hired or engaged by Provider to perform services related to the Medicaid Contract, during the term of this LOA.
40. As applicable, when presenting a claim for payment to Simply, the network provider is indicating an understanding that the provider has an affirmative duty to supervise the provision of, and is responsible for, the Covered Services claimed to have been provided, to supervise and be responsible for preparation and submission of the claim, and to present a claim that is true and accurate for covered services that meet the below guidelines:
 - a. Services have actually been furnished to the recipient by the provider prior to submitting the claim, and
 - b. Are medically necessary.
41. Providers are required to cooperate fully in any audit, investigation or review by Simply, AHCA, MPI, MFCU, DOEA or other state or federal entity and in any subsequent legal action that may result from such an audit, investigation or review involving the LOA.
42. Failure to fully cooperate in investigations, reviews or audits conducted by Simply, AHCA, MFCU or any other state or federal entity, including but not limited to allowing access to the premises, allowing access to Medicaid-related records, or furnishing copies of documentation upon request may constitute a material breach of the LOA and render it immediately terminated.
43. Provider must comply with the terms of Simply's Provider Handbook.
44. The addenda to the LOA which address compensation (including the Compensation Addendum) provide full disclosure of the method and amount of compensation to be received from Simply.
45. Provider shall comply and cooperate with all requirements imposed by AHCA, whether on Provider, Provider Practitioners or Simply, in connection with Provider's provider contracts, including requirements relating to provider contract review and approval submissions.
46. Provider shall cause all Provider Practitioners and all other direct service providers to complete abuse, neglect and exploitation training.
47. Payment of any Claims by Simply shall be accompanied by an itemized accounting of the individual claims included in the payment, including but not limited to, the Member's name, date of service, the procedure code, the service units, the amount of reimbursement and the identification of the Benefit Plan under which payment is being made.

48. Provider and each Provider Practitioner agree that if Copayments or Deductibles are waived as an expanded benefit, then Members must not be charged Copayments or Deductibles for Covered Services; and if Copayments or Deductibles are not waived as an expanded benefit, then the amount paid to Provider and each Provider Practitioner shall be the contracted amount or the Medicaid fee schedule amount, as the case may be, less any applicable Copayments or Deductibles.
49. Provider and each Provider Practitioner agree that if Provider and/or the Provider Practitioner is approved by Simply to provide services through telemedicine, then Provider or the Provider Practitioner, as the case may be, is required to have and implement protocols to prevent telemedicine fraud and abuse that address:
- a. Authentication and authorization of users;
 - b. Authentication of the origin of the information;
 - c. The prevention of unauthorized access to the system or information;
 - d. System security, including the integrity of information that is collected, program integrity and system integrity; and
 - e. Maintenance of documentation about system and information usage.
50. If Provider is a nursing facility or hospice, Provider shall establish and follow a bed hold day policy that comports with Medicaid FFS bed hold days policies and procedures.
51. Provider and its Provider Practitioners shall not seek payment from any individuals pending enrollment under the Medicaid Plan offered by Simply on behalf of Simply.
52. For purposes of the Medicaid Contract and this Addendum, the following definitions will apply to the LOA and replace the definitions and their respective defined terms in the text LOA to the extent such definitions and defined terms are set forth below:

“Emergency” or **“Emergency Medical Condition”** means: (a) A medical condition manifesting itself by acute symptoms of sufficient severity, which may include severe pain or other acute symptoms, such that a prudent layperson who possesses an average knowledge of health and medicine, could reasonably expect the absence of immediate medical attention could reasonably be expected to result in any of the following: 1. Serious jeopardy to the health of a patient, including a pregnant woman or fetus. 2. Serious impairment to bodily functions. 3. Serious dysfunction of any bodily organ or part. (b) With respect to a pregnant woman: 1. That there is inadequate time to effect safe transfer to another hospital prior to delivery. 2. That a transfer may pose a threat to the health and safety of the patient or fetus. 3. That there is evidence of the onset and persistence of uterine contractions or rupture of the membranes.

“Emergency Services” means medical screening, examination and evaluation by a physician, or, to the extent permitted by applicable laws, by other appropriate personnel under the supervision of a physician, to determine whether an emergency medical condition exists, and if it does, the care, treatment, or surgery by a physician which is necessary to relieve or eliminate the emergency medical condition, within the service capability of a hospital.

“Family Planning Services” means Covered Services rendered to allow the patient to make comprehensive, informed decisions about family size, spacing of births, or to obtain a diagnosis to determine the cause of infertility. Medicaid Plan Members may, at

their discretion, obtain the foregoing services from a Participating Provider under contract with Simply to provide such Covered Services without obtaining prior authorization from Simply.

“Medically Necessary or Medical Necessity” means Covered Services provided in accordance with 42 C.F.R. Section 440.230 and as defined in Section 59G-1.010(166), F.A.C., to include those medical or allied care, good, or services furnished or ordered which:

Meet the following conditions:

- i. are necessary to protect life, to prevent significant illness or significant disability, or to alleviate severe pain;
- ii. are individualized, specific, and consistent with symptoms or confirmed diagnosis of the illness or injury under treatment, and not in excess of the patient’s needs;
- iii. are consistent with the generally accepted professional medical standards as determined by the Medicaid program, and not experimental or investigational;
- iv. are reflective of the level of service that can be safely furnished, and for which no equally effective and more conservative or less costly treatment is available, statewide; and
- v. are furnished in a manner not primarily intended for the convenience of the recipient, the recipient’s caretaker, or the provider.

“Well Baby/Child Care” means Covered Services which are designed to diagnose medical conditions of Members less than twenty one (21) years of age. These include (a) immunizations; (b) health screenings; (c) referrals to appropriate Participating Providers and scheduling assistance for Referrals if indicated; and (d) maintenance of a coordinated tracking system to follow Member through the entire process of screening and treatment.

53. **Long Term Care (LTC) Program Requirements (if participating in LTC line of business).**

- i. **Medicaid Pending.** Provider may not seek payment from a Medicaid-pending enrollee on behalf of Simply.
- ii. **Staffing.** If Provider provides long term care services, then Provider shall maintain policies and procedures for back-up plans in the event of absent employees, which shall include requirements that Provider maintain sufficient staffing levels to ensure that service delivery is not interrupted due to absent employees.
- iii. **Assisted Living Facility Provider Requirements.** If Provider is an assisted living facility, then Provider shall:
 - Offer home-like environment facility services to Medicaid Members with the following home-like characteristics, as defined in the Nursing Home Diversion waiver document: (i) access to typical facilities in a home such as a kitchen with cooking facilities; (ii) provide privacy options in the living unit; (iii) access to resources and

activities in the community; (iv) provide individual with the options in choosing what activities Provider will be conducting; and (e) ensure individuals are allowed to conduct/hold unscheduled activities of their choosing. Additional qualifications would be offered, as appropriate, based on the cognitive and physical ability of the resident.

- Comply with Government Agency's requirements for residential facilities regarding collection of patient responsibility, including prohibiting the assessment of late fees, as set forth in the Medicaid Contract.
- Agree to accept monthly payments from Simply for Medicaid Member's services as full and final payment for all long-term care services detailed in the Medicaid Member's plan of care which is provided by Provider. Medicaid Members remain responsible for the separate assisted living facility room and board costs as detailed in their resident contract. As Medicaid Members age in place and require more intense or additional long-term care services, Provider may not request payment for new or additional services from a Medicaid Member, their family Members or personal representative. Provider may only discuss payment terms for services pursuant to this LOA with Simply.

iv. Assisted Living Facility and Adult Family Care Home Provider Requirements. If Provider is an assisted living facility or adult family care home provider, then the following shall apply:

- Home-like Environment and Community Integration. Assisted living facilities and adult family care home providers will support the Medicaid Member's community inclusion and integration by working with Simply's case manager and Medicaid Member to facilitate the Medicaid Member's personal goals and community activities. Additionally, Provider acknowledges and agrees that Medicaid Members residing in assisted living facilities must be offered services with the following options unless medical, physical, or cognitive impairments restrict or limit exercise of these options.
 - Choice of (i) private or semi-private rooms, as available; (ii) roommate for semi-private rooms; (iii) locking door to living unit; (iv) access to telephone and unlimited length of use; (v) eating schedule; (vi) activities schedule; and (vii) participation in facility and community activities.
 - Ability to have (i) unrestricted visitation; and (ii) snacks as desired.
 - Ability to (i) prepare snacks as desired; and (ii) maintain personal sleeping schedule.
- Bill of Rights. Provider shall ensure compliance with the Assisted Care Communities Resident Bill of Rights, pursuant to Section 429.28, F.S.

v. Adult Day Health Care Provider Requirements. If Provider is an adult day health care provider, then the following shall apply:

- Adult day health care providers will support the Medicaid Member's community inclusion and integration by working with Simply's case manager and Medicaid Member to facilitate the Medicaid Member's personal goals and community activities. Additionally, Provider acknowledges and agrees that Medicaid Members accessing

adult day health services must be offered services with the following options unless medical, physical, or cognitive impairments restrict or limit exercise of these options.

- Choice of (i) daily activities; (ii) physical environment; (iii) with whom to interact; (iv) access to telephone and unlimited length of use; (v) eating schedule; (vi) activities schedule; and (vii) participation in facility and community activities.
 - Ability to have (i) right to privacy; (ii) right to dignity and respect; (iii) freedom from coercion and restraint; and (iv) opportunities to express self through individual initiative, autonomy, and independence.
- vi. Nursing Facilities and Hospice Requirements. If Provider is a nursing facility or hospice provider, then Provider shall maintain active Medicaid enrollment and submit required cost reports to the Government Agency for the duration of this LOA.
- vii. Medicaid Contract Requirements: Provider and Simply agree to abide by all additional Medicaid Contract requirements regarding long term care services, including any claims payment timeframes which may differ from state or federal law or regulatory requirements.