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OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

Memorandum

MIAMI-DADE COUNTY

Agenda Item No. 8(L)(2)

Date: June 19, 2012

To: Honorable Chairman Joe A. Martinez
and Members, Board of County Commissioners

From: Carlos A. Gimenez
Mayor

Subject: Resolution Authorizing a Nursing Home Diversion Ancillary Services Agreement for Helen Sawyer Plaza Assistance Living Facility

Resolution No. R-513-12

Recommendation

It is recommended that the Board of County Commissioners (Board) approve the attached ancillary services agreement (Attachment A) for the Medicaid Diversion Program between Miami-Dade County and Simply Healthcare Plans, Inc. for Helen M. Sawyer Plaza Assisted Living Facility; and to further authorize the County Mayor or County Mayor's designee to execute additional agreements with similar entities.

Scope

The impact of the services provided will be countywide and will provide direct assistance to those frail and elderly residents residing at the Helen M. Sawyer Assisted Living Facility, located at 1150 NW 11th Street Road, Miami, FL 33136, in Commission District 3.

Fiscal Impact/Funding Source

There is no fiscal impact to the County. This agreement provides the amount that Simply Healthcare Plans, Inc. will pay Miami-Dade County for the room and board of residents residing at the Helen M. Sawyer Assistance Living Facility for the resident.

Track Record/Monitor

The agreement will be monitored by Alex Ballina, Director, Asset Management Division, Public Housing and Community Development (PHCD). On a day-to-day basis, the Helen M. Sawyer Assistance Living Facility staff will monitor and ensure program adherence as it pertains to the services provided under the agreement.

Background

Helen M. Sawyer Plaza is an assisted living facility within the PHCD portfolio, which benefits low-income residents of Miami-Dade County. Helen M. Sawyer Plaza is designed for frail seniors who cannot live entirely independently and require daily assistance. Additionally, Helen M. Sawyer Plaza provides personal care and health care services according to the individual's personal needs. Services provided include, but are not limited to daily meals, transportation, assistance with bathing, dressing, grooming, toileting, and eating.

Simply Healthcare Plans, Inc. is a State of Florida licensed health maintenance organization established to meet the needs of Floridians enrolled in government-sponsored healthcare programs and provides fiscal support to the services rendered through reimbursements by way of capitated payments to the facility.

Medicaid Diversion is a state program that provides financial assistance with the cost of assisted living care. Medicaid pays for long term care services in most states. In Florida, only nursing home care is a mandatorily covered service. Therefore, in order to obtain Medicaid benefits for persons in Assisted Living Facilities, the state Medicaid agency has created two programs. The first program "diverts" funds from nursing homes to Assisted Living Facilities (known as the Medicaid "diversion" program). The second program "waives" the requirements of the current state Medicaid plan for persons living in Assisted Living Facilities (known as the Medicaid "waiver" program).

Whether for diversion or waiver, applicants must need the same medical level of care as they would need to be covered in a nursing home. In this way, the Medicaid program can show that it has saved money by keeping individuals out of nursing homes and in the less expensive, less restrictive setting of an Assisted Living Facility. The premise behind the program is to allow those who would qualify for skilled nursing assistance to have the option of residing in an assisted living facility where they can be safely cared for at a reduced cost to the state.

Attachment

Deputy Mayor

MEMORANDUM

(Revised)

TO: Honorable Chairman Joe A. Martinez
and Members, Board of County Commissioners

DATE: June 19, 2012

FROM: R. A. Cuevas, Jr.
County Attorney

SUBJECT: Agenda Item No. 8(L)(2)

Please note any items checked.

_____ **"3-Day Rule" for committees applicable if raised**

_____ **6 weeks required between first reading and public hearing**

_____ **4 weeks notification to municipal officials required prior to public hearing**

_____ **Decreases revenues or increases expenditures without balancing budget**

_____ **Budget required**

_____ **Statement of fiscal impact required**

_____ **Ordinance creating a new board requires detailed County Manager's report for public hearing**

_____ **No committee review**

_____ **Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous_____) to approve**

_____ **Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required**

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(L)(2)
6-19-12

RESOLUTION NO. R-513-12

RESOLUTION APPROVING A NURSING HOME DIVERSION ANCILLARY SERVICES AGREEMENT BETWEEN MIAMI-DADE COUNTY AND SIMPLY HEALTHCARE PLANS, INC., AND AUTHORIZING THE COUNTY MAYOR, OR COUNTY MAYOR'S DESIGNEE, TO EXECUTE ANY ADDITIONAL NURSING HOME DIVERSION ANCILLARY SERVICES AGREEMENTS WITH ENTITIES PROVIDING SERVICES TO ELIGIBLE PUBLIC HOUSING RESIDENTS OF HELEN M. SAWYER PLAZA ASSISTED LIVING FACILITY

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board approves the Nursing Home Diversion Ancillary Services Agreement (Attachment A) between Miami-Dade County and Simply Healthcare Plans, Inc. in substantially the form attached hereto and made a part thereof; authorizes the County Mayor, or the County Mayor's designee, to execute same for and on behalf of Miami-Dade County; and authorizes execution of any additional Nursing Home Diversion Ancillary Services Agreements with entities providing services to eligible public housing residents of Helen M. Sawyer Plaza Assisted Living Facility.

The foregoing resolution was offered by Commissioner **Sally A. Heyman**, who moved its adoption. The motion was seconded by Commissioner **Audrey Edmonson** and upon being put to a vote, the vote was as follows:

Joe A. Martinez, Chairman			**aye**
Audrey M. Edmonson, Vice Chairwoman			**aye**
Bruno A. Barreiro	**absent**	Lynda Bell	**aye**
Esteban L. Bovo, Jr.	**aye**	Jose "Pepe" Diaz	**absent**
Sally A. Heyman	**aye**	Barbara J. Jordan	**aye**
Jean Monestime	**aye**	Dennis C. Moss	**aye**
Rebeca Sosa	**aye**	Sen. Javier D. Souto	**aye**
Xavier L. Suarez	**aye**		

The Chairperson thereupon declared the resolution duly passed and adopted this 19th day of June, 2012. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: **Christopher Agrippa**
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Terrence A. Smith

Attachment A

Holland & Knight

701 Brickell Avenue, Suite 3000 | Miami, FL 33131 | T 305.374.8500 | F 305.789.7799
Holland & Knight LLP | www.hklaw.com

Roberto R. Pupo
305-789-7750
roberto.pupo@hklaw.com

March 20, 2012

Via Federal Express

Terrence A. Smith
Assistant County Attorney
County Attorney's Office
111 NW 1st Street
Suite 2810
Miami, Florida 33128

Dear Terrence:

Enclosed are three (3) original signed copies of the Ancillary Services Provider Agreement between Simply Healthcare Plans, Inc. and Miami-Dade County. It is our understanding that you will be presenting this to the Commission. Please kindly let us know when you expect to have a final determination as to the approval of the attached agreement. As discussed, please hold the executed agreement in escrow until final approval has been granted.

Thank you for your attention to this matter.

Very truly yours,

HOLLAND & KNIGHT LLP

Roberto R. Pupo

RRP:ehr

#11086551v1

ANCILLARY SERVICES PROVIDER AGREEMENT

BETWEEN

SIMPLY HEALTHCARE PLANS, INC.

AND

MIAMI-DADE COUNTY

SIMPLY HEALTHCARE PLANS, INC.

ANCILLARY SERVICES PROVIDER AGREEMENT

THIS ANCILLARY SERVICES PROVIDER AGREEMENT (the "**Agreement**") is made and entered into as of the ____ day of _____, 20__ ("**Execution Date**") by and between Simply Healthcare Plans, Inc., a Florida corporation ("**Simply**") and Miami-Dade County, a political division of the State of Florida, possessing Tax Identification Number _____ ("**Provider**").

RECITALS

A. Simply is duly licensed and certified with the State of Florida Office of Insurance Regulation as a health maintenance organization in accordance with Chapter 641 of the Florida Statutes.

B. As a health maintenance organization, Simply will sponsor or administer one or more Benefit Plans.

C. Provider is a public housing authority, which pursuant to its Consolidated Annual Contribution Contract with the United States Department of Housing and Urban Development ("**HUD**"), owns and operates a public housing development known as Helen Sawyer Assisted Living Facility.

D. Provider is duly licensed by the State of Florida and meets such other criteria and standards as established by Simply to provide the Contract Services, as defined below.

E. Simply desires to engage Provider to provide certain Covered Services consisting of Contract Services to Members, in accordance with the terms and conditions set forth in this Agreement, and Provider desires to be so engaged.

For and in consideration of the mutual covenants and promises herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows.

1. **Introduction.**

1.1 **Recitals.** The statements made in the foregoing recitals are true and correct, and are incorporated herein by reference. Simply hereby engages Provider, and Provider hereby accepts such engagement, to provide Covered Services consisting of Contract Services to Members of the Benefit Plans offered by Simply.

1.2 **Obligations Binding on Provider's Professional Staff.** Notwithstanding any contrary interpretation of this Agreement or of any contracts between Provider and its Professional Staff, Provider and Simply acknowledge and agree that all obligations and rights contained in the provisions of this Agreement applicable to Provider shall apply with equal force to its Professional Staff, unless expressly and

clearly applicable only to Provider. Provider agrees that it is Provider's responsibility to assure that the obligations of its Professional Staff under this Agreement are fully satisfied. Provider will cause its Professional Staff to comply with and perform the material terms and conditions of this Agreement. In the event of any inconsistency between this Agreement and the contracts entered into between Provider and its Professional Staff, the terms of this Agreement shall control. Provider shall notify its Professional Staff of Simply's policies, obligations and requirements applicable to them under the terms and conditions of this Agreement and any changes to such policies, obligations and requirements as should occur during the Term of this Agreement. Provider will cause its Professional Staff to comply with such policies, obligations and requirements.

2. **Definitions**. The following terms, as used in this Agreement, shall have the meanings specified below unless defined otherwise elsewhere in this Agreement.

2.1 "**Applicable Public Housing Requirements**" means the United States Housing Act of 1937, HUD regulations thereunder (and, to the extent applicable, any HUD-approved waivers of regulatory requirements), and all other Federal statutory, executive order, and regulatory requirements applicable to public housing, as such requirements now exist or as they may be amended from time to time; the Annual Contribution Contract ("**ACC**"), the ACC Amendment and the Provider's Admissions and Continued Occupancy Policy ("**ACOP**"), as applicable to the Public Housing Units during the term thereof or the period required by law.

2.2 "**Benefit Plans**" means any one of the commercial or Medicaid health plans of Simply covering Members, or other benefit plans or products under which Simply arranges and/or pays for Covered Services to be provided to Members.

2.3 "**Clean Claim**" means a UB-92/UB04 or CMS 1500, as applicable, in paper or electronic format, or any successor form, which has been fully and accurately completed, and with respect to electronic claim forms in the format and with the data content and data conditions specified in the Health Insurance Portability and Accountability Act of 1996, as amended ("**HIPAA**"), which has been fully and accurately completed, as applicable, with the components including but not limited to patient name and identification number, Member name and identification number, date of service(s), diagnosis(es), description of services, procedure code(s), charges, occurrence codes, condition codes, provider name and/or identification number.

2.4 "**Contract Services**" means those Covered Services set forth on Addendum 1 to Attachment B hereto, which Provider shall render to Members in accordance with the terms and conditions of this Agreement and the applicable Benefit Plan.

2.5 "**Coordination of Benefits**" The allocation of financial responsibility between two or more payors of healthcare services, each with a legal duty to pay for or provide Covered Services to a Member at the same time.

2.6 "**Copayment or Deductible**" means those charges for professional services provided by Provider to a Member which shall be collected directly by Provider from a Member as part of the fees due Provider, in accordance with the Member's Benefit Plan and Evidence of Coverage.

2.7 "**Covered Services**" means those health care services, items and supplies which a Member is entitled to receive under a Benefit Plan in which he or she is enrolled and which are described and defined in the applicable Evidence of Coverage.

2.8 "**Effective Date**" means the first day of the calendar month immediately following (i) the execution of this Agreement by Provider and Simply; and (ii) receipt of verification from Simply that Provider and each applicable Professional Staff member have been credentialed in accordance with Section 3.3 of this Agreement.

2.9 "**Emergency**" means the sudden onset of a medical condition that manifests itself by acute symptoms of sufficient severity (including severe pain, psychiatric disturbances and/or substance abuse), such that, a prudent layperson who possess an average knowledge of health and medicine could reasonably expect the absence of immediate medical attention to result in:

(i) placing the health of the Member or, with respect to a pregnant woman, the health of the woman or her unborn child in serious jeopardy;

(ii) serious impairment to bodily functions; or

(iii) serious dysfunction of any bodily organ or part.

2.10 "**Emergency Services**" or "**Emergency Medical Condition**" means any health care service provided to a Member with an Emergency.

2.11 "**Evidence of Coverage**" means the document issued by Simply with respect to the Benefit Plan in which a Member is enrolled which describes the Member's Covered Services in such Benefit Plan.

2.12 "**Excluded or Non-Covered Services**" means those healthcare services and supplies, which are determined not to be Medically Necessary, or which otherwise, are not Covered Services under the applicable Benefit Plan.

2.13 "**Government Agencies**" means any state or federal governmental agency with jurisdiction over Simply, including without limitation, the State of Florida Agency for Health Care Administration ("AHCA"), the State of Florida Office of Insurance Regulation ("OIR"), the Centers for Medicare & Medicaid Services ("CMS"), the U.S. Department of Health & Human Services ("DHHS"), the State of Florida Department of Children and Family, ("DCFS"), the U.S. Office of the Inspector General ("OIG") and the U. S. Government Accounting Office ("GAO").

2.14 "**Medical Director**" means a physician who is authorized by Simply to be responsible for administering Simply's medical affairs and for serving as Simply's medical director.

2.15 "**Medically Necessary" or "Medical Necessity**" means those Covered Services that are determined to be:

(i) Appropriate and necessary for the symptoms, diagnosis or treatment of a medical condition;

(ii) Provided for the diagnosis or direct care and treatment of a medical condition;

(iii) Within standards of good medical practice within the organized medical community of the treating provider;

(iv) Not primarily for the convenience of the Member, the Member's family or the treating provider;

(v) The most appropriate and cost effective services or supply consistent with generally accepted medical standards of care; and

(vi) For inpatient stays, this means that acute care as an inpatient is necessary due to the kind of services the Member is receiving or the severity of the Member's condition, and that safe, cost effective and adequate care cannot be received as an outpatient or in a less intensive medical setting.

2.16 "**Member**" means a person who (i) is enrolled in a Benefit Plan and entitled to receive Covered Services; and (ii) is eligible to receive public housing in accordance with the Applicable Public Housing Requirements.

2.17 "**Overpayment**" means any payment that was made by Simply to Provider for which Provider had no entitlement or that portion of any payment made in excess of the amount due Provider under this Agreement.

2.18 "**Participating Practitioner**" means any physician or practitioner (duly licensed in accordance with applicable Florida law) who is employed by or has an agreement with Simply, or on whose behalf another Person has, entered into an agreement with Simply, to provide Covered Services within his or her specialty to Members.

2.19 "**Participating Provider**" means a Participating Practitioner, any licensed health facility or licensed health professional (including any Person who has signed a Simply provider agreement on behalf of any of the foregoing) which entered into a provider agreement with Simply to provide Covered Services to Members.

2.20 "**Person**" means a natural person, corporation, partnership, limited liability company, limited liability partnership, trust, or any other artificial entity created by law or contract.

2.21 "**Primary Care Services**" means those healthcare services customarily provided by a Primary Care Practitioner.

2.22 "**Primary Practitioner" or "Primary Care Practitioner**" means a Participating Practitioner selected by a Member to render first contact medical care and to provide primary care services and who is responsible for coordinating and managing delivery of Covered Services to such Member. "Primary Practitioner" or "Primary Care Practitioner" may include internists, pediatricians, family practitioners and general practitioners.

2.23 "**Professional Staff**" means nurses, medical technicians, advanced registered nurse practitioners and all other professional and technical personnel who (i) are employed, contracted or engaged by the Provider to provide Contract Services under this Agreement, (ii) are appropriately licensed and/or qualified to provide Contract Services to Members within the range of such licensure and/or qualification, and (iii) meet all requirements contained in the Provider Handbook and this Agreement.

2.24 "**Provider Handbook**" means Simply's rules, policies and procedures, including, but not limited to, its Quality Management Program, Utilization Review and Management Program, grievance procedures, pre-authorization and referral requirements and credentialing and re-credentialing standards and policies, bulletins and manuals that may be promulgated by Simply in writing from time to time, and may be updated from time to time by Simply. To the extent there is any inconsistency between the terms and/or conditions of this Agreement and the Provider Handbook, the Agreement shall prevail.

2.25 "**Quality Assurance and Management Program**" means the functions, including, but not limited to, credentialing and certification of providers, review and audit of medical and billing records, outcome data reviews, and provider appeals and grievance procedures performed or required by Simply or any other permitted Person, to review the quality of Covered Services rendered to Members.

2.26 "**Referral**" means the process by which a physician or practitioner directs a Member to seek and obtain Covered Services from a health professional, a hospital or any other provider of Covered Services.

2.27 "**Sick Care**" means non-urgent medical problems that do not substantially restrict normal activity, but could develop complications if left untreated (e.g., chronic disease).

2.28 "**Underpayment**" means any payment that was made by Simply to Provider in an amount less than the amount due to Provider under this Agreement.

2.29 "**Urgent Care**" means care provided for those problems which, though not life-threatening, could result in serious injury or disability unless medical attention is received (e.g. high fever, animal bites, fractures or severe pain) or do substantially restrict a Member's activity (e.g. infectious illnesses, flu or respiratory ailments).

2.30 "**Utilization Review and Management Program**" means the functions (including but not limited to prior authorization, Referral and prospective, concurrent and retrospective review) performed or required by Simply, or any other permitted Person, to review and determine whether medical services or supplies which have been or will be provided to Members are covered under a Benefit Plan and meet the criteria as Medically Necessary.

3. **Obligations of Provider.**

3.1 **Provision of Contract Services.** Provider and Simply acknowledge and agree that Provider is engaged pursuant to the terms of this Agreement to provide those Covered Services which are Contract Services to Members at those facilities and locations of Provider listed on Attachment A. If applicable, Provider will ensure the availability of emergency services and care twenty-four (24) hours per day, seven (7) days per week. Notwithstanding the foregoing clause regarding emergency services and except for other services required to be provided by a provider of ALF services, Simply and Provider acknowledge and agree that Provider will not be required to provide medical care to Members on a twenty-four (24) hours per day, seven (7) days per week basis. Provider shall be obligated to 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 Agreement and the Provider Handbook; (iv) the provisions of the applicable 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 Agreement 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. Nothing in this Agreement shall be construed to require Simply to assign or refer any minimum number of Members to Provider.

3.2 **Licensure .** Provider represents and warrants that it meets all applicable state and federal regulations and is duly licensed, pursuant to applicable state law and

regulation, to render the Contract Services which are contemplated under this Agreement to Members. Provider shall maintain said status in good standing for the term of this Agreement. Provider shall also assure that Provider, at all times during the term of this Agreement, remains certified to participate as a provider under Title XVIII of the Social Security Act (Medicare) and Title XIX of the Social Security Act (Medicaid). Evidence of such licenses and certifications shall be provided to Simply upon execution of this Agreement and subsequently upon written request. Further, Provider shall ensure that Provider, and its employees, subcontractors and independent contractors procure and maintain in good standing for the term of this Agreement any accreditation, licensure, certification and/or registration required under applicable state and federal laws, rules and regulations to provide the full range of Contract Services. Provider shall notify Simply immediately of any changes in accreditation, certification, licensure, or registration status, and/or of any material action to suspend, revoke, or restrict its accreditation, certification, license, and/or registration, or authority to conduct its business, which may affect adversely Provider's performance or ability to fulfill its obligations under this Agreement.

3.3 **Credentialing**. Provider represents and assures Simply that its Professional Staff shall submit and at all times maintain the accuracy and completeness of all credentialing data provided to Simply, Governmental Agencies and any entity which has been designated to verify credentials to ensure all are appropriately licensed under or are otherwise authorized by state and federal law to render Contract Services to Members hereunder. The execution of this Agreement shall not be construed to authorize Provider or any Professional Staff who has not been individually credentialed and approved by Simply to render services to Members. In no event shall Provider or its Professional Staff provide Covered Services to Members under this Agreement until the credentials of each have been verified. Provider acknowledges and agrees that Simply has the right to decline or accept the application of any Professional Staff member. Simply reserves the right to rely in its credentialing process on information provided by Provider to any Governmental Agencies. Simply may re-Credential Provider or its Professional Staff annually, or less often as otherwise determined by Simply.

3.4 **Required Notification**. Provider shall notify Simply in writing upon obtaining information of the occurrence of any of the following events: (i) disciplinary action is taken against Provider or any of its Professional Staff by any state or federal regulatory authority or hospital (requires notification within five (5) business days); (ii) license of Provider or any of its Professional Staff is restricted, suspend, revoked or otherwise terminated (requires notification within 48 hours); (iii) if Provider or any of its Professional Staff is indicted or convicted of a felony (requires notification within 48 hours); (iv) if Provider or any of its Professional Staff pays or is required to pay, as a result of a settlement or judgment involving a Member, an amount in excess of Five Thousand Dollars ($5,000.00) in connection with any professional liability (malpractice) claim, threatened claim, administrative fine or sanction, or any other civil action (requires notification within 5 business days); (v) if Provider or any of its Professional Staff intends on changing the nature,

scope or extent of services it provides (requires notification 30 business days prior to any such change taking place); or, (vi) if Provider or any of its Professional Staff is suspended or excluded from participation in the Medicare or Medicaid program, or any federal or state benefit program (requires notification be given immediately). Upon obtaining such information, Simply may terminate or suspend this Agreement or the individual Professional Staff member from rendering services hereunder until such proceeding or action is resolved.

3.5 **Insurance; Indemnity**. The parties hereto acknowledge that Provider is self-insured. Provider shall notify Simply within forty-eight (48) hours of the receipt of verbal or written notice of a threatened or asserted claim, demand, action, or complaint alleging medical malpractice, or the initiation of an investigation or inquiry with respect to a violation of any law, regulation, rule or administrative guideline pertaining to Provider or with respect to a claim made by a Member against Provider. The parties hereto further agree as follows:

(i) As between Simply and Provider, Simply shall indemnify and hold harmless Provider and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which Provider or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from a breach of this Agreement by the Simply or its employees, agents, servants, partners principals or subcontractors. Simply shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of Provider, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon. Simply expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Simply shall in no way limit the responsibility to indemnify, keep and save harmless and defend Provider or its officers, employees, agents and instrumentalities as herein provided.

(ii) As between Simply and Provider, Provider shall indemnify and hold harmless Simply and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which Simply or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from a breach of this Agreement by the Provider or its employees, agents, servants, partners principals or subcontractors. Provider shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of Simply, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon.

(iii) Nothing contained herein shall be construed to interpret as (1) denying to either party any remedy or defense available to such party under the laws of the State of Florida; (2) the consent of the United States or its agents and agencies to be sued; (3) the consent of the State of Florida or its agents and agencies to be sued; or (4) a waiver of Provider's sovereign immunity of the State of Florida beyond the waiver provided in Section 768.28, Florida Statutes.

3.6 **Member Acceptance/Transfers.** Provider shall accept Members as long as Provider is open to patients. Provider and Simply acknowledge and understand that no guarantees are afforded by Simply as to the number of Members who will be allowed to select or will be assigned to Provider. Simply and Provider acknowledge that the patient-physician relationship is a personal one and if such relationship becomes unacceptable to Provider, Simply and Provider shall comply with Simply's Provider Handbook with respect to remedying the relationship and/or transferring the Member to another Participating Provider. Nothing in the immediately preceding provision shall permit Provider to unlawfully discriminate against a Member or to have a Member transferred based on the Member's health condition, utilization of services, or participation in a particular Benefit Plan. Notwithstanding the foregoing, Provider is not prevented from lawfully transferring an individual when that individual does not meet conditions to receive the Contract Services that Provider is obligated to provide under this Agreement. Accordingly, Provider is permitted to transfer, in accordance with Applicable Public Housing Requirements, a Member who ceases to be eligible for public housing under the Applicable Public Housing Requirements.

3.7 **Benefit Plans and Applicable Addenda.** Provider shall render Contract Services to Members in accordance with the applicable Addenda which set forth supplemental terms and conditions (e.g., the Medicaid Addendum (including related attachments) and the Medicare Addendum (including related attachments)). Subject to the provisions of this Agreement, (a) if Provider executes the Medicaid Addendum to this Agreement, Provider agrees to provide Covered Services under this Agreement under the Medicaid Benefit Plans in accordance with the terms of this Agreement and (b) similarly, if Provider executes the Medicare Addendum to this Agreement, Provider agree to provide Covered Services under this Agreement under the Medicare Benefit Plans in accordance with the terms of this Agreement. If Simply offers additional Benefit Plan(s) during the Term of this Agreement, Simply shall deliver to Provider a summary of the Benefit Plan(s). Simply may, in its sole discretion, terminate Provider's participation in any Benefit Plan upon delivery of sixty (60) days prior written notice to Provider. Provider acknowledges and agrees that the termination of Provider's participation in any Benefit Plan will not be deemed a termination of this Agreement, and Provider will remain responsible for providing Covered Services to Members under any other applicable Benefit Plan for which Provider is still participating.

3.8 **Access to Services; Availability of Provider.** Provider shall provide Members access to Contract Services in accordance with the Provider Handbook, the specific

Benefit Plan and as may be required by applicable laws and regulations. Provider shall comply with Simply's standards with respect to timeliness of appointments for Well Care, Sick Care, routine care, Urgent Care, and Emergency Services. Provider agrees to maintain, at all times, a sufficient number of Professional Staff to service the needs of assigned Members in accordance with the terms of this Agreement and the Provider Handbook. In the event Simply determines, in its sole discretion, that Member access to Contract Services at Provider's service location is compromised, Simply may suspend or terminate Provider as a Participating Provider without limitation.

3.9 **Premises.** Provider shall maintain a clean and safe professional facility where Contract Services will be rendered and provide, at its sole cost, such supplies, medicines, and equipment as are necessary to render Contract Services hereunder and which are usual and customary for a similar provider's facility in the community in which the Provider is located.

3.10 **Independent Professional Judgment; Treatment Options.** Nothing contained in this Agreement is intended to interfere with the provider-patient relationship or to prohibit or otherwise restrict Provider from freely communicating with or advising Members concerning the Member's health status, medical care or treatment options, or serving as an advocate on behalf of a Member regarding the Member's medical care or treatment options, regardless of benefit coverage limitations, including without limitation, any information Provider determines to be in the Member's best interests concerning (i) alternative treatments that may be self-administered, medication treatment options, and any other medical care and treatment options for the Member; (ii) the opportunity to decide among all relevant treatment options; (iii) the risks, benefits, and consequences of treatment or non-treatment; or (iv) the opportunity for the individual to refuse treatment and to express preferences about future treatment decisions. The parties each acknowledge that Simply encourages open communication between Participating Providers and Members regarding appropriate treatment alternatives irrespective of whether such treatment alternatives are Covered Services under the applicable Simply Benefit Plan.

3.11 **Compliance with Simply Policies and Procedures; Medical Director.** Provider will comply with Simply's written policies and procedures set forth in the Provider Handbook, including, without limitation, policies and procedures pertaining to referrals, reimbursement, utilization review, medical management, Member non-liability for payment of Covered Services, grievances, appeals, quality assurance, medical specialty programs, peer review, confidentiality, risk management, claims processing, and regulatory compliance. In addition, Provider will abide by the determination of the Medical Director, or his or her designee, on all matters relating to the implementation of and compliance with the policies and procedures described above. Provider will be bound by the determination of the Medical Director, or his or her designee, with respect to such policies and procedures. Provider will be further bound to the determinations of the Medical Director, or his or her designee, regarding the provision of Covered Services to Members under the terms and conditions of the above-described policies and procedures. All determinations of

the Medical Director shall be final and binding. Simply acknowledges and agrees that notwithstanding the foregoing, nothing in this Agreement is intended to limit the rights of Members under the Applicable Public Housing Requirements nor shall this Agreement prevent Provider from complying with the Applicable Public Housing Requirements.

3.12 **Member Grievances.** Provider shall participate in and abide by Simply's written grievance and appeal procedure with respect to the resolution of Member complaints and grievances, as more specifically described in Simply's Provider Handbook. Notwithstanding the foregoing, nothing in this Agreement shall prevent Provider from utilizing, or limit the rights of Members to utilize, the grievance system established by Provider in accordance with the Applicable Public Housing Requirements.

3.13 **Use of Provider's Name.** Provider consents to Simply publishing Provider's name, facility address, contact information, service location, and area of service or practice in Simply's roster of Participating Providers.

3.14 **Records and Reporting.** Provider shall report to Simply all Covered Services and other healthcare services rendered to Members in accordance with the terms and conditions of this Agreement to Members promptly after such services are rendered or otherwise as Simply may reasonably request. Provider shall maintain and preserve all medical records, administrative records, business and financial records, and other documentation as the Provider routinely produces in the usual course of business, as may be required by Simply and as may be required by applicable laws and regulations (the "**Records**") with respect to Members to whom Provider has rendered Covered Services and other services. Provider shall provide Simply and its agents, any accreditation agency, and any state or federal agency with jurisdiction over Simply, with access to and copies of Records within seven (7) business days of Simply's written request during the Term of this Agreement and for a period of ten (10) years subsequent to its expiration or termination. In the event any Member is transferred to another Participating Provider, Provider shall provide all Records regarding such Member to Simply or to such Participating Provider designated by Simply within fifteen (15) business days of receipt of a written request, or sooner as necessary to meet the medical needs of the applicable Member.

3.15 **Patient Records.** Provider shall create and maintain medical records for each Member receiving services from Provider. Such medical records shall be maintained in a legible, comprehensive, and chronological order in accordance with community standards, shall be treated as confidential in accordance with Florida and federal laws and regulations, including HIPAA. Patient records maintained by Provider on its behalf with respect to Members shall be and remain the property of Provider and shall be kept at Provider's premises. In addition to and without limiting any other provision of this Agreement, if Provider receives any Protected Health Information ("PHI"), as defined under HIPAA, from Simply, or creates or receives any PHI in the course of its performance under the Agreement, Provider shall maintain the security and confidentiality of such PHI as required by applicable

state and federal laws, including HIPAA, and the regulations promulgated thereunder. In accordance with this provision, Simply shall document compliance certification (business-to-business) testing of Provider's transaction compliance with HIPAA. Provider shall ensure that its Professional Staff, directors, officers, employees, and agents, if any, do not use PHI other than as expressly permitted by this Agreement, or as required by law. Further, Provider shall not use PHI in any manner that would constitute a violation of HIPAA, except that Provider may use PHI for the purposes of managing and administering its internal business processes relating to its responsibilities under this Agreement. In any event, Provider shall take appropriate measures to prevent the disclosure of PHI other than as permitted by HIPAA. Provider shall upon becoming aware of a disclosure of PHI in violation of this Agreement report such disclosure to Simply and the remedial action taken or proposed to be taken with respect to such use or disclosure. Provider may not enter into any agreement with any agent or subcontractor which will grant such agent or subcontractor access to PHI that is received pursuant to this Agreement unless such agent or subcontractor agrees to be bound by the same restrictions, terms, and conditions that apply pursuant to this Agreement with respect to such PHI.

3.16 **Inspections, Audits and Access; Cooperation with Regulators.** Provider will permit Simply or its designee(s), the representatives of accreditation organizations, and representatives of all state and federal agencies with jurisdiction over Simply (the "**Regulators**") to evaluate, through on-site inspection, review of Records, patient records and other means, the quality, appropriateness, and timeliness of Covered Services performed by Provider for Members, subject to any confidentiality requirements. Such evaluation shall include, without limitation, the review or audit of all records pertaining to the medical care and treatment of Members. Simply, its designee(s), and the Regulators shall have access to and shall be provided with copies of books, records, and documents, regardless of the form in which they are maintained, as required by Simply or the Regulators, at all times during normal business in connection with the evaluation of the quality or appropriateness of the goods and services rendered to or on behalf of Provider or payment for services sought by Provider and the cost of such services. Neither Simply nor its designee(s) shall release, publish or distribute to third parties any audit, evaluation, or report thereof, or any information taken or derived from Provider records, except with the express, written consent of Provider, or in accordance with law or upon the lawful request of any Regulator.

3.17 **Use of Simply's Name.** Provider agrees not to use or publish Simply's name or logo in any advertising or marketing materials without the advance written approval of Simply. Notwithstanding the foregoing, Simply consents to Provider's use of Simply's name in any materials which identify health plans in which it participates. Simply may require Provider to post signage or other materials in a conspicuous location identifying Provider as a Simply Participating Provider. Provider shall cooperate with Simply in advertising, promoting and marketing the Simply Benefit Plans to current Members and prospective members.

3.18 **Non-Exclusivity.** Provider acknowledges and agrees that this is a non-exclusive agreement, and that Simply is free to contract with such providers of health care goods and services as Simply, in its sole discretion, determines is desirable.

3.19 **Encounter and Claim Data.** Provider shall provide Simply with complete and accurate encounter data by type of Covered Services rendered to Members in the form and manner and within a timeframe specified by Simply, but in no event later than thirty (30) days following the date of the encounter. Simply shall have access to all data submitted by Provider to Simply, or its designee, as part of or in support of, any claim for reimbursement under this Agreement.

3.20 **Quality Performance Measures/Data.** Provider shall cooperate with Simply in the development and maintenance of statistical data records and procedures in support of outcomes linked to quality or safety. Provider shall support and participate in Simply's Quality Assurance and Management Programs, all Utilization Review and Management Programs, and all peer review and quality improvement programs of Simply, as well as in any reasonable internal and external quality assurance, utilization review, peer review, grievances, continuing education and other similar programs that may be established from time to time by Simply to promote appropriate standards of medical care and to control the cost and monitor the quality of medical services rendered to Members, including without limitation programs relating to the pre-certification of elective admissions and procedures, Referral process and reporting of clinical encounter data.

3.21 **Written Agreements.** Provider shall provide or arrange for the provision of Covered Services through its Professional Staff. Provider shall use its best efforts to amend any and all of its existing contracts with its Professional Staff which do not comply with this Agreement within thirty (30) calendar days following execution of this Agreement and shall provide Simply with written certification thereof.

3.22 **Verification of Eligibility.** Provider is responsible for verifying the eligibility of Members to receive Covered Services under this Agreement before rendering services as appropriate. Provider will also confirm to Simply that Simply members who present to receive Covered Services are Members and are eligible to receive public housing under the Applicable Public Housing Requirements and will not provide Covered Services to such member unless Member is so eligible. In the event a Simply member presents to receive Covered Services is not a Member because such presenting Simply member is not eligible to receive public housing under the Applicable Public Housing Requirements, Simply will not require Provider to provide Covered Services to such presenting Simply member. Notwithstanding the foregoing, if following the verification of eligibility, Simply determines that a Member was not eligible for Contract Services rendered or the Contract Services rendered were not Medically Necessary, Provider shall not be entitled to payment under this Agreement and Simply shall be entitled to recover all payments made retroactive to the date of the prospective Member's ineligibility. In such event, Provider shall be entitled to recover all such payments owed for

services rendered directly from the prospective Member or successor insurance coverage.

4. **Obligations of Simply.**

4.1 **Administrative Services.** Simply shall be responsible for providing Members and Provider with information regarding the type, scope and duration of Covered Services to which such Member is entitled to under the Member's Benefit Plan. Simply may, at Simply's sole discretion, delegate certain administrative obligations of Simply, including but not limited to its credentialing obligations, to other third-party independent contractors.

4.2 **Accounting and Finance.** Simply shall maintain such financial accounting records that shall be reasonable, appropriate and necessary to carry out its obligations in this Agreement. Simply may contract with a third party to carry out its functions under this Agreement; provided, however, that Simply shall remain ultimately responsible to Provider for payment of compensation.

4.3 **Simply's Provider Handbook.** Simply shall provide Provider with a copy of Simply's Provider Handbook. The terms of this Agreement shall govern in the event there is a conflict between the terms and/or conditions of this Agreement and the terms expressed in the Simply's Provider Handbook. Simply may revise or amend its Provider Handbook in its sole discretion to the extent such revisions are not inconsistent with the terms and/or conditions of this Agreement.

4.4 **Member Verification.** Simply shall provide Provider with prompt access to Simply information regarding Members in order to: (i) determine the identity of Members; (ii) obtain authorizations to provide Covered Services to Members; and, (iii) refer Members to other Participating Practitioners.

5. **Referrals; Authorizations.** Provider understands and acknowledges that certain protocols govern the provision of Covered Services to Members in accordance with the Benefit Plan in which a Member is enrolled. Provider shall comply with the protocols established by Simply as they pertain to the Referral, admission, or transfer of a Member for Covered Services not rendered by Provider and the process for obtaining authorization for such services. Except in the case of an Emergency, if a Benefit Plan design so requires, Provider shall refer, admit, or transfer a Member only to other Participating Providers.

6. **Emergency Services**. In the event a Member requires Emergency Services, Provider shall render such services in accordance with applicable federal and state laws before attempting Member verification. Provider shall notify Simply not later than the next regular business day after Emergency Services are rendered to obtain verification of eligibility and authorization to continued treatment. If verification is obtained and an authorization code issued, Simply shall pay for all Covered Services, including Emergency Services rendered to Members. Simply shall reimburse Provider for Emergency Services rendered to Members as required under federal and state law and in accordance with the applicable Benefit Plan (as set forth in the applicable compensation addendum).

7. **Compensation and Claims Processing.**

7.1 **Payment for Covered Services**. As compensation for the provision of the Contract Services under this Agreement, Simply shall, pursuant to all state and federal laws, rules and regulations, specifically Section 641.3155 Florida Statutes, 42 CFR 447.46, and 42 CFR 447.45(d)(2),(3),(5), and (6), pay the fees and rates set forth in the applicable Benefit Plans set forth in the addenda to this Agreement, as may be amended from time to time. Reimbursement, claims processing, and other financial matters under this Agreement shall be conducted in accordance with the policies and procedures of Simply, as provided for in this Agreement, and the fee schedule relating to each Benefit Plan, as it exists as of the Effective Date of this Agreement and as Simply may thereafter amend from time to time upon not less than thirty (30) days' prior written notice to Provider. Provider agrees that the sole compensation to which it is entitled under this Agreement is as set forth in the applicable Benefit Plan addendum made part of this Agreement. For avoidance of doubt, Provider will not be entitled to payment from Simply 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 other Covered Services in writing. Simply shall make payments directly to the Provider for the provision of Contract Services under this Agreement. Provider is solely responsible for the payment of compensation to its Professional Staff and any other employees and agents. Provider will hold Simply harmless for all costs, expenses, and liabilities incurred by Simply in connection or as a result of Provider's non-payment of its obligations to its Professional Staff, employees and/or agents. Except as otherwise required by law, neither party may disclose the compensation rates or other relevant financial terms of this Agreement to any third party.

7.2 **Capitated Services**. If the Benefit Plan addenda specifies compensation on a capitated basis, Simply shall compensate Provider for capitated Contract Services rendered to Members on a monthly basis in accordance with the terms and conditions of this Agreement, Simply's policies and procedures and the Provider Handbook. Simply will determine the total capitation payments owed Provider based upon the number of Members who have selected or have been assigned to Provider, and shall pay such capitation payments to Provider on or before the 15th day of each month for which such payment is due. Provider will not receive capitation payments for Members who disenroll on or before the 15th of the month

for which a capitation payment would be otherwise payable. Provider shall accept the capitation payments made for Contract Services listed on the applicable Benefit Plan fee schedule as payment in full for all such Contract Services. Provider acknowledges and agrees that capitation payments may be withheld by Simply in the event Provider fails to provide Simply with complete and accurate encounter data as required by Section 3.19. Nothing in this Section shall prohibit Provider from collecting applicable Deductibles or Copayments from Members.

7.3 **Underpayments and Overpayments; Setoff**. In the event that the compensation schedule set forth in the Addenda to this Agreement with respect to a Benefit Plan requires Provider to file a claim for the provision of Covered Services to a Member (i.e. is not based on a capitated payment), any demands by Provider for payment due to Underpayments or non-payments for Covered Services must be reconciled to specific Clean Claims. Simply agrees that any reconciled Underpayments will be paid within thirty-five (35) calendar days upon receipt of notice of the Underpayment, provided such request is supported by the filing of a specific Clean Claim and is not refuted by Simply. Simply has the right to deduct from any compensation, or any other amount due Provider under this Agreement, the amount of any Overpayments. In addition, Simply shall further have the right to set off against any compensation or other payment due Provider the amount of any costs incurred by Simply as a result of Provider's referral of a Member to a non-Participating Provider, rendition of a non-Covered Service contrary to the terms of this Agreement, or the breach of this Agreement by Provider.

7.4 **Claims Processing and Payment.**

(i) Provider shall be responsible for Coordination of Benefits and shall attempt to collect payment from third-party payors whenever such alternative coverage is available. In the event that third-party payments are received by Provider, these sums will offset the amount due from Simply and Simply shall be entitled to offset these amounts from amounts paid to Provider.

(ii) Only Provider shall have the right to receive compensation for services rendered to a Member. No individual Professional Staff member shall have the right to receive compensation for any services rendered. Simply reserves the right to deny or contest any claim or other request for compensation submitted by Provider.

7.5 **Audit and Review.** Simply may elect to audit claims submitted by Provider for payment and Provider shall provide Simply with any documentation reasonably requested by Simply necessary to substantiate the claim(s). Provider shall be afforded the opportunity to participate in the audit process in accordance with the rules and policies established by Simply as amended from time to time. Simply may review, evaluate, and audit Provider's claims and reserves the right to reduce payment or place in pending status any claim which deviates from Simply's

medical review criteria and guidelines pending submission of further documentation to substantiate payment of the claim as submitted.

7.6 **Prompt Submission of Claims and Other Information.** Simply shall not be obligated to make any payments with respect to any claim for Covered Services unless such claim is submitted (which is considered to be the date mailed or electronically transferred) to Simply, or its designated claims-receipt location listed in the Provider Handbook, within ninety (90) days from the date a Member: (1) is discharged for inpatient services or (2) received outpatient services. Provider will provide for prompt submission of information necessary for Simply to make payments to Provider, including without limitation, information supporting Provider's claims and any pertinent encounter data.

7.7 **Members Held Harmless; Balance Billing Prohibited.** Provider shall not bill, charge, collect a deposit from, seek compensation, remuneration, or reimbursement from, or have any recourse against Members or persons acting on their behalf for Covered Services provided pursuant to this Agreement. Provider shall not have any recourse against a Member for services that Simply determines not to have been Medically Necessary or services not properly authorized or provided in accordance with Simply's policies and procedures. Furthermore, Provider shall not attempt to collect from any Member the difference between the amount of reimbursement payable under this Agreement and Provider's normal charges for the services rendered. This provision shall be construed to be for the benefit of Members, and shall supersede any oral or written contrary agreement now existing or hereafter entered into between Provider and any Member or persons acting on their behalf. This provision shall not prohibit collection of Deductibles or Copayments and, except as provided for herein, for services which are not Covered Services provided that the Provider shall have complied with the requirements of Section 7.8.

7.8 **Non-Covered Services.** Provider will not represent to any Member that any non-Covered Service is a Covered Service or that such non-Covered Service should or will be paid by Simply. Except as may be otherwise stated herein, nothing in this Agreement shall prohibit a Provider from seeking payment from a Member for non-Covered Services, provided that Provider may render a non-Covered Service to a Member only if the following conditions are met: (i) Provider advises the Member in writing in advance that the service is a non-Covered Service; (ii) Provider advises the Member in writing that Simply will not pay for the service, and (iii) the Member consents to the service and agrees in writing to be responsible for payment.

7.9 **Claims Addresses and Information.** The mailing address or electronic address where claims should be sent for processing and the telephone number that the Provider may call to have questions and concerns regarding claims addressed will be set forth in the Provider Handbook.

7.10 **Coordination of Benefits; Subrogation.** With respect to Covered Services provided to Members subject to this Agreement, Provider agrees that, notwithstanding the payment provisions above, Simply retains any and all rights

whatsoever for third party liability subrogation cases, rights of reimbursement and workers' compensation and any and all rights in connection with the Coordination of Benefits with another health maintenance organization or other third party payor, up to the full amount paid to Provider by Simply. Provider shall inform Simply, at the time Provider obtains such information (before, during, or after services are rendered), of the existence of any of the above referenced conditions as it relates to the services Provider is providing to Members. In addition, with respect to the services provided to Members that are subject to this Agreement, Provider agrees to inform Simply upon receipt of any payment received from any source other than Simply for services provided to Members. Provider shall refund all such monies paid by Simply where Provider has been paid or is entitled to be paid from third party liability sources including workers' compensation. Provider shall refund payments made by Simply where Coordination of Benefits with another group health insurance is involved and Provider has been paid or is entitled to be paid from such sources. Provider shall cooperate with the attempts by Simply to recover monies for which another party may be liable under all of the above-outlined conditions.

8. **Term and Termination.**

8.1 **Term.** This Agreement shall become effective on the Effective Date stated above and remain in effect for an initial period of eighteen (18) months unless sooner terminated as provided below (the **"Initial Term"**). Upon the expiration of the Initial Term, this Agreement shall be renewed automatically for subsequent periods of one (1) year unless sooner terminated as provided below.

8.2 **Termination for Cause.**

(i) Simply may terminate this Agreement immediately upon the occurrence of any of the following events: (i) the license of Provider to provide the Contract Services, is restricted, suspended, revoked, or otherwise terminated; (ii) Provider is the subject of disciplinary action by any Florida licensing agency; (iii) Provider or any of its Professional Staff is indicted or convicted of a felony; (iv) Provider or any of its Professional Staff is suspended or excluded from participation in the Medicare or Medicaid program, or any federal or state benefit program; (v) Provider fails to notify Simply of any event set forth in Section 3.4 of this Agreement; (vi) Provider is in breach or default hereunder and such breach or default shall not have been cured within thirty (30) days after Provider has been provided notice stating with particularity the nature of such breach or default; (vii) the OIR shall advise Simply to terminate this Agreement; or (viii) Simply determines that Provider's conduct presents a danger to the health, safety or welfare of Members.

(ii) Provider may terminate this Agreement upon the revocation by the State of Florida of the certificate of authority, license, or contract of Simply required for the performance of this Agreement, provided that Provider

shall have given Simply written notice and reasonable opportunity to cure. Upon the occurrence of such events and provided that Simply shall not have cured after thirty (30) days, or such reasonable period necessary to effect such cure, Provider shall provide Simply, AHCA, and OIR written notice of termination to be effective sixty (60) days thereafter. The failure of Simply to pay for Covered Services or any other goods and services provided by Provider under this Agreement is not a valid reason for avoiding the 60-day advance notice of cancellation.

8.3 **Termination of Provider for Health or Safety Purposes**. In addition to Simply's rights under this, including without limitation its rights under Section 3.4 of this Agreement, Simply may suspend Provider immediately if a patient's health is subject to imminent danger or Provider's ability to provide the Contract Services is effectively impaired by an action of a Government Agency.

8.4 **Termination Without Cause**. This Agreement may be terminated by either party, without cause, effective only at the end of a calendar month, which is at least ninety (90) days following the delivery of written notice to the other party. The terminating party will also provide written notice of such termination to AHCA and the OIR if such party is required to give notice to such agencies by law. In the event Provider exercises its right to terminate this Agreement pursuant to this Section 8.4, Simply may terminate this Agreement before the expiration of said ninety (90) day period following receipt of Provider's written notice. The failure of Simply to pay for Covered Services or any other goods and services provided by Provider under this Agreement is not a valid reason for avoiding the 90-day advance notice of cancellation.

8.5 **Termination by Order of Government Agency.** This Agreement may be terminated (i) upon issuance of an order by the OIR or AHCA requiring such termination pursuant to Section 641.234(3), Florida Statutes, or any successor statute; (ii) by AHCA in the event Provider is in breach or default hereunder and such breach or default shall not have been cured within fifteen (15) days after Provider has been provided notice stating with particularity the nature of such breach or default; or (iii) by HUD in the event it is determined that this Agreement is not consistent with Applicable Public Housing Requirements.

8.6 **Insolvency; Bankruptcy**. This Agreement shall terminate (i) on the filing of a voluntary petition in bankruptcy or for reorganization under any bankruptcy law, or a petition for the appointment of a receiver of all or any substantial portion of the assets of either party, or any voluntary or involuntary steps to dissolve unless such steps to dissolve are promptly reversed or voided; (ii) upon the consent by either party to an order for relief under the federal bankruptcy laws or the failure to vacate such an order for relief within ninety (90) days from and after the date of entry thereof; (iii) upon the entry of an order, judgment, or decree adjudging a party as bankrupt or insolvent or which appoints or provides for the taking of possession by a receiver, trustee, liquidator, or similar official for any of the property of a party

and any such order, judgment, or decree continuing unstayed and in effect for a period of ninety (90) days.

8.7 **Post Termination Obligations.** Except as otherwise provided for herein, upon termination of this Agreement for any reason, neither party shall have any responsibility to the other except as follows: (i) termination shall not relieve either party from completing its responsibilities which accrued prior to termination and each party shall complete, as soon as possible, all such responsibilities; and (ii) any provisions of this Agreement which are stated to remain in effect and survive after termination shall remain in effect. In addition, Provider shall, in the event of the expiration or termination of this Agreement for any reason, continue to provide Covered Services to Members when Medically Necessary if such Member was receiving care at the time of the expiration or termination, until provision has been made by Simply for the reassignment of such Member for further treatment (the **"Continuation Period"**). The Continuation Period shall include all periods from the termination or expiration date of this Agreement through discharge or completion of the condition for which the Member was receiving care at the time of termination, until the Member selects another Participating Provider, or the next open enrollment period offered by Simply, whichever is longer, but, in any event, no longer than six (6) months after termination of this Agreement; and in the case of Members who are inpatients on the date of termination, through the date of their discharge as inpatients. Provider shall be entitled to receive compensation for Covered Services provided to Members during the Continuation Period at the then current rates as provided for in the related compensation sections of the Benefit Plan(s). Notwithstanding the termination of this Agreement, Provider shall remain bound by the terms and conditions of this Agreement during the pendency Covered Services are required to be provided and shall not be released from any obligation which is intended to continue past the termination of this Agreement, as set forth herein, including, without limitation, Provider's obligations to not seek compensation from Members for Covered Services provided prior to or after the termination of this Agreement. Upon the termination of this Agreement, Provider shall return any and all Simply provided materials, Simply Provider manuals, or other documentation, related to its business, including all copies thereof. Provider will cooperate with Simply in the orderly transfer of (i) Members that are being rendered Covered Services by Provider to another Participating Provider designated by Simply, and (ii) the Members' Records. The provisions of this Section 8.7 shall survive the termination of this Agreement.

8.8 **Appeal Rights.** Provider acknowledges and agrees that in the event Provider is suspended or terminated for any reason, Provider (i) shall have thirty (30) days from the date of receipt of notice of his/her/its suspension or termination to file an appeal with Simply; and (ii) must file all appeals in writing and submit them to Simply's Provider Appeals Coordinator as indicated in the Provider Handbook. Provider further acknowledges, agrees and covenants that Provider 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.

9. **General Provisions.**

9.1 **Independent Contractors.** The parties explicitly agree that Provider is an independent contractor. None of the provisions of this Agreement are intended to create nor shall be construed to create any relationship between Simply or Provider other than that of independent entities contracting with each other hereunder solely for the purpose of effecting the provisions of this Agreement. Neither of the parties hereto nor any of their respective representatives shall be construed to be the agent, employer, or representative of the other.

9.2 **Non-Solicitation.**

(i) Provider will not, directly or indirectly, (i) solicit a Member to become a member of another health maintenance organization or other insurance plan or program, or to disenroll from Simply or a Benefit Plan, (ii) disparage Simply in any way, (iii) otherwise induce or attempt to induce any Member or any Member's employer to terminate or otherwise modify its relationship with Simply, or (iv) alone or in association with others, own any interest in, manage, operate, control, or otherwise engage directly or indirectly in the ownership, management, operation or control of any entity engaging in a business similar to or in competition with Simply, including, without limitation, serving as an employee, contracted provider, agent, associate, consultant, partner, member, co-venturer, independent contractor providing professional services or investor (other than as a less than five percent (5%) equity owner of any publicly-held entity) of an entity engaged in a business similar to or in competition with Simply. Provider further agrees that they shall take no action, individually or collectively, directly or indirectly, that could lead to or cause a loss in membership to Simply or otherwise compromise Simply's market position. Simply has expended considerable resources in developing its advantageous business relationships with employer, employees, Members, and other current and prospective sources of business. Provider acknowledges that the provisions of this Section 9.2 are reasonable and necessary to protect the legitimate business relationships of Simply and significant damage would result from a breach. Without limiting other possible remedies of the parties for breaches of their respective obligations under this Agreement, the parties agree that the breach or threatened breach of this Agreement may cause irreparable harm to the non-breaching party and the non-breaching party may not have an adequate remedy at law, and therefore the non-breaching party shall be entitled to injunctive or other equitable relief to enforce the Agreement without obligation to post a bond. The provisions of this Section 9.2 shall survive the termination or expiration of this Agreement.

(ii) Simply will not (i) directly market to residents in Provider's public housing development in violation of any Applicable Public Housing Requirement, (ii) disparage Provider in any way, or (iii) otherwise induce

or attempt to induce any non-Member to terminate or otherwise modify their relationship with Provider without the express written consent of Provider. Simply acknowledges that the provisions of this Section 9.2(ii) are reasonable and necessary to protect the legitimate business relationships of Provider and the well-being of Provider's public housing residents, and significant damage would result from a breach. Nothing in this Section 9.2(ii) shall prohibit Simply from conducting permitted community outreach activities addressed either directly or indirectly to Provider's public housing residents.

9.3 **Confidentiality**. Any and all information disclosed by either party to the other in relation to this Agreement, whether communicated orally or in any physical form, related to a party's business, including but not limited to, Member rosters, notes, analyses, compilations, studies, documents, financial information, personnel information, ownership information, customer lists, supplier lists, distributor lists, plans, trade secrets, management agreements, marketing plans, other agreements, computer software, the Provider Handbook and any other processed or collected data, shall be deemed the "Confidential Information" of the party disclosing the Confidential Information, regardless of whether such information is designated as such at the time of disclosure. In accordance with the following provisions, Provider and Simply shall hold each other's Confidential Information in trust and confidence and such information shall be used only for the purposes contemplated herein, and not for any other purpose.

(i) The parties shall use the Confidential Information received from the other solely in relation to this Agreement. No other rights are implied or granted under this Agreement.

(ii) Confidential Information supplied by one party to the other shall not be reproduced in any form except for internal use or with the prior written authorization of the party furnishing the Confidential Information.

(iii) The parties shall use all reasonable efforts to protect the confidentiality of the Confidential Information received from each other with the same degree of care used to protect their own Confidential Information and that of their affiliates from unauthorized use or disclosure by its agents and employees. The parties shall not release, publish, reveal or disclose, directly or indirectly, Confidential Information to any other person or entity without the prior written consent of the other, except that such Confidential Information may be used by or disclosed to the parties' directors, officers, lawyers, accountants and other professional consultants as may be reasonably required in relation to this Agreement, provided that all such persons shall be directed and required to maintain the disclosed Confidential Information in confidence at all times thereafter. Such disclosure shall not relieve the parties of their obligations under this Agreement.

(iv) All Confidential Information, unless otherwise specified in writing, shall remain the exclusive property of the party providing the Confidential Information, shall be used by the party receiving the Confidential Information only for the purpose permitted under this Agreement, and shall be returned to the party furnishing the Confidential Information (including all whole or partial copies thereof) promptly upon termination of this Agreement.

(v) The term "Confidential Information" does not include information which: (i) is now or hereafter in the public domain through no fault of the party receiving the Confidential Information; and (ii) is obligated to be produced by the party which was furnished the Confidential Information or any of its affiliates under order of a court of competent jurisdiction, unless made the subject of a confidentiality agreement or order in connection with such proceeding.

(vi) The provisions of this Section are necessary for the protection of the business and goodwill of the respective parties and are considered by the parties to be reasonable for such purpose. The provisions of this Section 9.3 shall survive the termination or expiration of this Agreement.

(vii) Without limiting other possible remedies of the parties for breaches of their respective obligations under this Agreement, the parties agree that the breach or threatened breach of this Agreement may cause irreparable harm to the non-breaching party and the non-breaching party may not have an adequate remedy at law, and therefore the non-breaching party shall be entitled to injunctive or other equitable relief to enforce the Agreement without obligation to post a bond.

9.4 **Complete Agreement**. This Agreement, together with any Attachments, Schedules, Exhibits, Addendums or Amendments, contain all the terms and conditions relating to the agreement between the parties hereto, and supersedes all oral or written agreements, representations, or statements made by either party prior to the execution of this Agreement. Simply may amend this Agreement upon fifteen (15) days written notice to Provider and such amendment shall become effective on a date not earlier than the fifteenth (15th) day following delivery of written notice of such amendment to Provider as long as Provider does not object to such amendment within the aforesaid fifteen (15) day period. Except as described above, the provisions of this Agreement may not be amended, supplemented, waived or changed orally or by course of conduct of the parties but only by writing signed by the party as to whom enforcement of any such amendment, supplement, waiver or modification is sought and making specific reference to this Agreement. Except as described above, no modification of this Agreement shall be valid unless in writing and duly executed by Simply and Provider.

9.5 **Regulatory Requirements**. Notwithstanding the foregoing, the parties acknowledge that this Agreement and the provision of services hereunder is

regulated by both state and federal law, and that this Agreement may be required to be amended from time to time to comply with same. The parties agree that (i) any changes in applicable law or regulation that do not require this Agreement to be modified by a written amendment shall be automatically incorporated herein and (ii) where any changes in applicable law or regulation require this Agreement to be modified, such modification shall occur automatically without the need for the parties to execute any amendment to this Agreement. The terms and provisions of any such Amendment shall supersede any contrary terms or provisions of this Agreement.

9.6 **Headings**. The headings used in this Agreement are for convenience or reference only, do not constitute a part of this Agreement, and will not be deemed to limit, characterize or in any way affect any provision of this Agreement.

9.7 **Severability; Illegal or Invalid Terms.** If any provision of this Agreement is invalid, illegal or unenforceable, the balance of this Agreement will remain in effect, and if any provision is inapplicable to any person or circumstance, it will nevertheless remain applicable to other persons and circumstances. In the event any state or federal laws or regulations, now existing or promulgated after the Effective Date, are interpreted by judicial decision, a regulatory agency, or legal counsel or either party in such a manner as to indicate that the structure or substance of this Agreement may be in violation of such laws or regulations, Simply and Provider shall amend this Agreement to comply with such laws or regulations while preserving, to the maximum extent possible, the underlying economic and financial arrangements between Simply and Provider.

9.8 **Assignment; Binding Effect**. Except as otherwise expressly permitted herein, neither this Agreement, nor any rights, interests or obligations hereunder may be assigned by Provider without the prior written consent of Simply. Without limiting any other rights of Simply under this Agreement or under applicable law, Simply may assign this Agreement in whole or in part to an affiliate of Simply or to a purchaser of all or substantially all of the assets of Simply. This Agreement will be binding upon and is for the benefit of the parties hereto and their permitted successors, transfers and assigns, and is not for the benefit of any other person or entity.

9.9 **Governing Law; Jurisdiction; Venue**. This Agreement has been entered into, and will be governed by and construed in accordance with, the laws of the State of Florida. Any suit, action or proceeding arising out of or relating to this Agreement shall only be commenced and maintained in a court of competent jurisdiction in Miami-Dade County, Florida, and each party waives objection to such jurisdiction and venue.

9.10 **Further Assurances**. Each party hereto agrees to do all acts and things and to make, execute and deliver such written instruments as will from time to time be reasonably required to carry out the terms and provision of this Agreement.

9.11 **Counterparts.** This Agreement may be executed in two or more counterparts, any one of which need not contain the signatures of more than one party, but all such counterparts taken together will constitute and the same instrument.

9.12 **Survival** . The parties each acknowledge and agree that Sections 3.5, 3.14, 3.15, 3.16, 7.1, 7.2, 7.3, 7.5, 7.6, 7.7, 8.7, 9.1, 9.2, 9.3, 9.9, 9.13, 9.14 and 9.20 shall survive the termination or expiration of this Agreement, irrespective of the cause giving rise thereto.

9.13 **Third Party Beneficiaries.** This Agreement shall not be construed to create any third party beneficiaries, including without limitation, Members. Notwithstanding the foregoing sentence, Provider and Simply acknowledge that the United States Department of Housing and Urban Development is deemed to be a third party beneficiary under this Agreement. However, Provider and Simply acknowledge that nothing contained in this or any other agreement between Provider and Simply, nor any act of the United States Department of Housing and Urban Development or Provider, shall be deemed or construed to create any relationship of third-party beneficiary, principal and agent, limited or general partnership, joint venture, or any association or relationship involving , except between United States Department of Housing and Urban Development and Provider as provided under the terms of the Applicable Public Housing Requirements.

9.14 **Notices.** Any notice, demand or other document required or permitted to be delivered hereunder will be in writing and may be delivered personally, by electronic mail or will be deemed to be delivered when deposited in the United States Mail, postage prepaid, registered or certified mail, return receipt requested, addressed to the parties at their respective address indicated below, or at such other addresses as may have theretofore been specified by written notice delivered in accordance herewith.

If to Simply: Simply Healthcare Plans, Inc.
1701 Ponce De Leon Blvd.
Suite 300
Coral Gables, FL 33134
Email: cclarcon@simplyhealthcareplans.com

If to Provider: Miami Dade County
111 NW 1st Street,
Miami, Florida 33128
Email: _____

With a copy: Miami-Dade Public Housing and Community Development
701 NW 1st Court
Miami, Florida 33136

Attn: Alex Ballina, Director
Asset Management Division
Email: BALLINA@miamidade.gov

With a copy: Miami-Dade County Attorney's Office
111 NW 1st Street, Suite 2810t
Miami, Florida 33128
Attn: Terrence A. Smith
Assistant County Attorney
Email: ASMITH2@miamidade.gov

9.15 **Conformance with Laws**. Each party agrees to carry out all activities undertaken by it pursuant to this Agreement in conformance with all applicable federal, state and local laws, rules and regulations. Provider shall require that all Professional Staff render Covered Services in accordance with this provision.

9.16 **Cumulative Remedies**. Remedies provided for in this Agreement shall be in addition to and not in lieu of any other remedies available to either party and shall not be deemed waivers or substitutions for any action or remedy the parties may have under law or equity.

9.17 **No Conflict Representation**. Provider represents and warrants that it is free to enter into this Agreement with Simply, and that there are no other agreements or accords, whether oral or written, that bind any of them or prevent any of them from entering into this Agreement.

9.18 **Force Majeure**. Neither party shall be liable nor deemed to be in default for any delay or failure in performance under this Agreement or other interruption of service or employment deemed resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquakes, floods, failure of transportation, strikes or other work interruptions by either party's employees, or any similar or dissimilar cause beyond the reasonable control of either party; provided, however, in the event the provision of Covered Services is substantially interrupted, Simply shall have the right to terminate this Agreement upon ten (10) days prior written notice to Provider.

9.19 **Authority**. Each signatory to this Agreement represents and warrants that he/she/it possesses all necessary capacity and authority to act for, sign and bind the respective entity on whose behalf he is signing.

9.20 **Costs and Fees**. In the event of any litigation by any party to enforce or defend its rights under the Agreement, the prevailing party, in addition to all other relief, shall be entitled to actual attorney's fees paid by the prevailing party for all pre-trial, trial and appellate matters.

In consideration of the foregoing, the parties hereto have caused this Ancillary Services Provider Agreement to be duly executed as of the Effective Date above.

Simply Healthcare Plans, Inc.

By: _____

Ela M. Alarcon-Cabrera

Print Name and Title V.P. of LTC

Miami-Dade County, a political subdivision of the State of Florida

By: _____

_____

Print Name and Title

Attest: _____

Clerk of the Board

Approved as to form and legal sufficiency:

_____

Terrence A. Smith
Assistant County Attorney

10909352

ATTACHMENT A

LIST OF PROVIDER LOCATIONS

ATTACHMENT B

SCOPE OF SERVICES

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 Assisted Living Facilities Contract Services. Provider agrees that such additions will be Provider's financial responsibility under a capitated agreement, whether such Contract Services are rendered by Provider or Provider's Professional Staff.

This Addendum 1 to Attachment B includes a list of codes which are included as part of the Contract Services to be provided by Provider; provided, however, the list of codes included below is not an exclusive listing of all codes to be covered within the definition of Contract Services. The list below shall be deemed automatically updated to include any and all codes for services and procedures included within the range of specialty services provided by ***Assisted Living*** providers.

ADDENDUM 1 TO ATTACHMENT B

COMPENSATION SCHEDULE

Compensation Schedule

Simply will pay Provider for the provision of Contract Services under the terms of the foregoing Ancillary Services Provider Agreement by and between Miami-Dade County and Simply dated as of _____, 2011 (the "**Agreement**") as follows:

	Medicaid	Healthy Kids	Commercial	Home Diversion Program	Medicare
Fee For Service Rates	⊘	⊘	⊘	See attached NHD Facility Participation Addendum 3	See attached ISNP Facility Participation Addendum 2

The Agreement does not set forth any compensation to be paid Provider for the provision of Covered Services which are not Contract Services and Provider is not authorized to provide Members Covered Services which are not Contract Services under the terms of this Agreement.

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 certain Benefit Plans is set by Government Agencies, including without limitation CMS, 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 applicable 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 parties to the Agreement have caused this Addendum 1 to be duly executed as of the Effective Date above.

Simply Healthcare Plans, Inc. Miami-Dade County

Simply Healthcare Plans, Inc.

By: _____

Ela M. Alarcon-Gorero

Print Name and Title V.P. of LongTermCare

Miami-Dade County

By: _____

_____

Print Name and Title

ADDENDUM [2] TO ATTACHMENT [B]

I-SNP AND IE-SNP FACILITY PARTICIPATING ADDENDUM

SUPPLEMENTAL TERMS

Simply has been approved by the Centers for Medicare and Medicaid Services ("**CMS**") to offer an Institutional Special Needs Benefit Plan ("**Simply I-SNP Plan**") and an Institutional Equivalent Special Needs Plan ("**Simply IE-SNP**") as part of Simply's prepaid health maintenance organization healthcare plan. The following requirements specifically apply to any Members that are enrolled under the I-SNP and IE-SNP Plan offered by Simply (the "**SNP Members**"). This I-SNP and IE-SNP Plan Addendum (the "**Addendum**") is included as part of that certain Ancillary Services Provider Agreement by and between Simply and Provider (the "**Agreement**") to ensure compliance with applicable laws, rules and regulations and applies to any Provider that has signed the Agreement and has contracted to provide services under the I-SNP and IE-SNP Plan, and to such Provider's Professional Staff. This Addendum, the Agreement 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 all applicable laws, rules and regulations, including 42 CFR 422.1 et. seq. The provisions of this Addendum supplement the terms of the Agreement and are to be interpreted in a manner consistent with the terms of the Agreement, 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 Agreement, the terms and conditions in this Addendum shall prevail. Simply and Provider agree as follows:

I. Services

Section 1. **Clinical Administration Services**. The SN Plan is focused on (i) SNP Members' health care status, which shall be communicated by Provider to a nurse practitioner or physician assistant duly appointed by Simply (the "**Simply Clinician**") for coordination and collaboration within the SNP Member's Primary Care Practitioner and (ii) supporting the SN Plan's clinical model. Provider shall provide, or cause to be provided, the following services:

1. Clinical quality coordination with the I-SNP and IE-SNP Plan clinical model and Simply Clinician. Specifically, the Provider shall work in tandem with the Simply Clinician in the successful implementation of the Members' clinical treatment I-SNP and IE-SNP Plan.
2. Facilitation of I-SNP and IE-SNP Plan required education, training and clinical in-services for Provider's Professional Staff.
3. Timely communication by Provider's Professional Staff with I-SNP and IE-SNP Plan clinical team regarding SNP Members' change in condition in order for a determination to be made regarding skilled benefits.
4. Timely communication, documentation and implementation of advanced directives process by Provider's Professional Staff in coordination with the I-SNP and IE-SNP Plan clinical team.

5. Timely communication and documentation of care plan meetings and SNP Members' goals by Provider's Professional Staff in coordination with I-SNP and IE-SNP Plan clinical team.

II. Compensation

For Covered Services rendered by Provider to SNP Members, Simply shall pay the Provider the following rates:

Services	Compensation
Clinical Administration Services	$150 Per Member Per Month

III. Covenants

Section 1. **Compliance with Medicare Advantage Addendum**. Provider shall comply with all requirements, rules and covenants set forth on the Medicare Advantage Addendum attached to this Agreement.

Section 2. **Compliance with Assisted Living Facilities Rules and Regulations**. Provider shall comply with all nursing home facilities requirements, rules, and regulations set forth in Fla. Stat. § 429.41 and Fla. Admin. Code R. 59A-5.

Section 3. **Effective Date**. This Addendum to the Agreement shall become effective on the first day of the first calendar month that begins at least thirty (30) days after the date when this Addendum has been executed by both parties.

The Agreement, as hereby modified, is fully ratified and affirmed by the parties hereto.

Simply Healthcare Plans, Inc.

Signature: [illegible]
Print Name: Ela M. Alarcon Cabrera
Title: Vice President of Long Term Care
Date:

Miami-Dade County, a political subdivision of the State of Florida

Signature:
Print Name:
Title:
Date:

ADDENDUM 3 TO ATTACHMENT B

COMPENSATION SCHEDULE AND ADDITIONAL PROTOCOLS

Simply will pay Provider for the provision of Contract Services under the terms of the foregoing Ancillary Services Provider Agreement by and between Miami-Dade County and Simply dated as of _____, 20___ (the "**Agreement**") as follows:

Nursing Home Diversion

Service	Billing Code	Modifier	Rate	Unit
Assisted Living Services (including the provision of Consumable Medical Supplies and services provided in a High Security Unit)	T2031		$40.00	Per Diem
Respite Care (Facility-Based)	T1005	U2	$1.25	Per 15 Minutes

Service Efficiency Days. Facility may receive payment for services during the member's temporary absence from Facility due to hospital admission or skilled nursing facility rehabilitation stay. For each scheduled hospital admission or skilled nursing facility rehabilitation stay, Facility must contact the Simply Care Manager for prior approval of Service Efficiency Days. For an emergency hospital admission, Facility must notify the Simply Care Manager within one (1) business day of the admission. No payment will be made without care manager approval.

Service Efficiency Days cannot exceed 15 days for each hospital admission or skilled nursing facility rehabilitation stay.

The Simply Care Manager will provide written notification of approved days to facility. Simply will pay facility for Service Efficiency Days According to Table Below.

Payment for Service Efficiency Days

Service	Billing Code	Modifier	Rate	Unit
Service Efficiency Day	T2011	U2	$40.00	Per Diem

Rate Adjustments. Simply reserves the right to adjust the rates set forth in the Compensation Schedule in the event that DOEA makes adjustments to the rates paid to Simply under Simply's contract with DOEA for the provision of Covered Services to customers enrolled in the Florida Long-Term Care Community Diversion Program. Such rate adjustments will become effective upon ninety (90) days of prior written notice to Facility by Simply.

Provider acknowledges that the amount of compensation to be paid under certain Benefit Plans is set by Government Agencies, including without limitation CMS, 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 applicable 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 parties to the Agreement have caused this Addendum to be duly executed as of the Effective Date above.

Simply Healthcare Plans, Inc.

By: [signature]

Ela M. Alarcon Cabrera
V.P. of Long Term Care

Print Name and Title

Miami-Dade County, a political subdivision of the State of Florida

By: _____

_____

Print Name and Title

MEDICARE ADVANTAGE PLAN ADDENDUM

SUPPLEMENTAL TERMS –ANCILLARY SERVICES PROVIDER AGREEMENT

Simply has entered into an agreement with CMS (the "**Medicare Advantage Contract**") to arrange for the provision of health care services to Members eligible for Medicare under Title XVIII of the Social Security Act and enrolled in one of the health plans offered by Simply under the Medicare Advantage program (each such plan, the "**Medicare Advantage Plan**"). The following requirements specifically apply to any Members that are enrolled under a Medicare Advantage Plan ("**Medicare Advantage Members**"). This Medicare Advantage Plan Addendum (the "**Addendum**") is included as part of that certain Ancillary Services Provider Agreement by and between Simply and Provider (the "**Agreement**") to ensure compliance with Federal Medicare laws, rules and regulations and applies to any provider that has signed the Agreement and has contracted to provide services under the Medicare Advantage Plan (as set forth in Attachment B to such Agreement), and to its Professional Staff.

CMS and the laws, rules and regulations associated with the Medicare Advantage program require that managed care organizations include certain provisions as part of the Agreement and associated documents. The provisions of this Addendum supplement the terms of the Agreement and are to be interpreted in a manner consistent with the terms of the Agreement, 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 Agreement, 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 Medicare Advantage Contract, the Medicare Advantage Contract shall control as to Medicare Advantage Members who are enrolled in the Medicare Advantage Plan. The provisions of this Addendum apply to Provider, its Professional Staff and their respective employees, contractors, subcontractors and individuals or entities performing administrative services for or on behalf of Provider or any of the above named individuals or entities performing services related to the Agreement.

In addition to the provisions of the Agreement, Simply and Provider agree as follows with respect to all Medicare Advantage Members.

1. Compliance with Law. Provider will comply with all applicable Medicare laws, rules and regulations, reporting requirements, CMS instructions, and applicable requirements of the Medicare Advantage Contract, and with all other applicable state and federal laws, rules and regulations, as may be amended from time to time including, without limitation: (a) laws, rules and regulations designed to prevent or reduce fraud, waste and abuse, including without limitation the False Claims Act and the anti-kickback statute, (b) the Health Insurance Portability and Accountability Act (HIPAA), (c) laws and rules regarding marketing, and (d) other applicable provisions of state and federal laws and regulations.

2. Participation in Medicare Program. Provider will maintain full participation status in the federal Medicare program and shall ensure that any employee, contractor and/or subcontractor of Provider is not excluded from providing services to Medicare beneficiaries under the Medicare program.

3. External Review. Provider shall cooperate in any external review conducted by applicable federal or state agencies in connection with Simply's Medicare Advantage Plan.

4. Medical Management, UR/QI and Encounter Data Programs. Provider shall cooperate with Simply's medical management, utilization review, quality improvement and encounter data programs for the Medicare Advantage Plan. Provider shall submit to Simply all data necessary to characterize the context and purpose of each encounter between Provider and a Medicare Advantage Member; and certify that all such data submitted to Simply will be accurate, complete, and truthful.

5. Conscience Protection and Medicare Advantage Member Advice. Nothing in this Agreement will prohibit or otherwise restrict Provider acting within the lawful scope of his, her or its field or practice, from advising, or advocating on behalf of a Medicare Advantage Member about:

   (a) The Medicare Advantage Member's health status, medical care, or treatment options, including the provision of sufficient information to the individual to provide an opportunity to decide among all relevant treatment options;

   (b) The risk, benefits, and consequences of treatment and no treatment; or

   (c) The opportunity for the individual to refuse treatment and to express preferences about future treatment decisions.

6. Medicare Advantage Member Financial Protection. Provider shall in no event, including but not limited to nonpayment by Simply, the insolvency of Simply, Simply's determination that Covered Services rendered were not Medically Necessary or breach of the Agreement and this Addendum by Simply, bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from, or have any recourse against a Medicare Advantage Member for Covered Services rendered, except for collecting Copayments or Deductibles, as specifically provided in the Evidence of Coverage, or fees for non-Covered Services delivered on a fee-for-service basis to a Medicare Advantage Member in accordance with the terms of the Agreement. Provider agrees to hold Medicare Advantage Members harmless from the collection of any such compensation or remuneration. The provisions of this paragraph shall (a) be construed for the benefit of the Medicare Advantage Members, (b) survive the termination of the Agreement or this Addendum for any reason and (c) supersedes

any oral or written contrary agreement now existing or hereafter entered into between any of Provider, the Medicare Advantage Members or persons acting on their behalf.

7. Confidentiality and Accuracy of Medicare Advantage Member Records. For any medical records or other health and enrollment information maintained with respect to Medicare Advantage Members, Provider shall:

   (a) Safeguard the privacy of any information that identifies a particular Medicare Advantage Member and generally comply with all obligations under HIPAA. Information from, or copies of, records may be released only to authorized individuals. Provider shall ensure that unauthorized individuals cannot gain access to or alter such records. Medical records must be released only in accordance with federal or state laws, court orders, or subpoenas;

   (b) Maintain all such records and information in an accurate and timely manner;

   (c) Allow timely access by Medicare Advantage Members to the records and information that pertain to them; and

   (d) Abide by all federal and state laws regarding confidentiality and disclosure for mental health records, medical records, other health information, and Medicare Advantage Member information.

8. Access. Provider agrees that:

   (a) The Secretary of the Department of Health and Human Services ("**HHS**"), the Comptroller General, the Office of the Inspector General, the General Accounting Office, the United States Department of Housing and Urban Development, CMS and Simply or their designees have the right to inspect, evaluate, and audit any pertinent contracts, books, documents, papers, records including without limitation medical records and patient care documentation, physical facilities and equipment of Provider involving transactions relating to Simply's Medicare Advantage Contract (the "**Books and Records**"); and

   (b) The Books and Records shall be maintained and held for a time period of not less than ten (10) years, or such longer period of time as may be required by law, from the end of the calendar year in which expiration or termination of the Agreement and this Addendum occurs or from completion of any audit or investigation, whichever is greater. All Books and Records shall be maintained in an accurate and timely manner. Provider shall cooperate in connection with any such audit, inspection or evaluation as requested by one of the government agencies or other third

parties identified above.

9. Federal Funds. Because Simply under its Medicare Advantage Contract receives federal payments, Provider acknowledges and understands that Simply is subject to certain laws that are applicable to individuals and entities receiving federal funds, and that payments received from CMS under the Medicare Advantage Contract are, in whole or in part, federal funds. Further, Simply acknowledges and understands that because Provider receives federal funding from the United States Department of Housing and Urban Development pursuant to its Consolidated Annual Contribution Contract, Simply is subject to certain laws that are applicable to individuals and entities receiving federal funds, and that payments received from the United States Department of Housing and Urban Development under the Consolidated Annual Contribution Contract are, in whole or in part, federal funds.

10. Non-Discrimination. Neither Provider nor any of its Professional Staff shall discriminate against any Medicare Advantage Member on the basis of race, color, religion, sex, national origin, age, health status, participation in any government program (including Medicare), source of payment, membership in a health maintenance organization, marital status, sexual orientation, or physical or mental handicap, nor shall Provider knowingly contract with any person or entity which discriminates against any Medicare Advantage Member on any such basis.

11. Advance Directives. Provider shall document the existence of an advance directive in a prominent place in all applicable Medicare Advantage Member patient records in compliance with the Patient Self-Determination Act (P.L. 101 508), as amended and to the extent applicable, and other applicable laws.

12. Professional Standards. Provider shall provide Covered Services to Medicare Advantage Members in a manner consistent with professionally recognized standards of health care.

13. Termination of Medicare Participation.

(a) In the event the Medicare Advantage Contract between Simply and CMS is terminated or not renewed, this Addendum shall be deemed to also terminate upon such date of termination or non-renewal with respect to such Medicare Advantage Plan. Simply will furnish Provider with notice of any such termination and the date any such termination becomes effective.

(b) In the event Provider does not comply with any material, applicable Medicare law, regulation or CMS instruction, Simply may furnish Provider with notice of such non-compliance and may elect to terminate this Agreement and/or Provider's participation as a Medicare Advantage provider upon such notice.

14. Benefit Continuation. In accordance with the requirements of Simply's accrediting bodies and applicable laws, rules and regulations, Provider will continue to provide Covered Services to Medicare Advantage Members after the termination of this Agreement, whether by virtue of insolvency or cessation of operations of Simply, or otherwise: (a) for those Medicare Advantage Members who are confined in an inpatient facility on the date of termination until discharge; (b) for all Medicare Advantage Members through the date of the Medicare Advantage Contract for which payments have been made by CMS; and, (c) for those Medicare Advantage Members undergoing active treatment of chronic or acute medical conditions as of the date of termination through their current course of active treatment not to exceed ninety (90) days unless otherwise required by item (b) above. The terms and conditions in the Agreement shall apply to such post-termination Covered Services, and Simply will pay Provider for such post-termination Covered Services the compensation set out in the applicable compensation on the addenda to Attachment B (excluding administrative fees, potential bonus or shared risk arrangements, if any) or Provider billed charges or the applicable CMS Medicare fee schedule, whichever is less.

15. Member List. To assist Simply in fulfilling its duty to provide written notice of the termination of Provider within fifteen (15) working days to all Medicare Advantage Members who are patients seen on a regular basis by Provider, Provider shall provide to Simply a list of such Medicare Advantage Members specific to Provider within fifteen (15) days.

16. Availability. If applicable, Provider will ensure the availability of emergency services and care for Medicare Advantage Members on a twenty-four (24) hour basis. Notwithstanding the foregoing clause regarding emergency services and except for other services required to be provided by a provider of ALF services, Simply and Provider acknowledge and agree that Provider will not be required to provide medical care to Members on a twenty-four (24) hours per day, seven (7) days per week basis. Provider shall arrange telephone coverage after regular office hours and arrange for appropriate instructions as to how and where to obtain such Covered Services from others in the event Provider is unavailable, in order to assure that the life or safety of a Medicare Advantage Member will not be jeopardized.

17. Accountability. Simply and Provider acknowledge and agree that Simply shall oversee the provision of Covered Services to Medicare Advantage Members under the Agreement and shall be accountable under the Medicare Advantage Contract for the provision of such Covered Services regardless of the provisions of the Agreement or the delegation of duties or the delegation of any administrative functions under the Agreement.

18. Delegation. In the event Simply, in its discretion, elects to delegate any administrative provisions or functions to Provider, Provider and Simply

acknowledge and agree that: (a) Provider may not delegate any of Provider's obligations under the Agreement, this Addendum or any other document without Simply's written consent; (b) Provider must demonstrate Provider's ability to perform such delegated duty to Simply's satisfaction; (c) Provider and Simply must set down in writing (i) the specific functions delegated, if any; (ii) any reporting obligations of Provider pursuant to Simply's policies and procedures or the Medicare Advantage Contract; (iii) the scope of Simply's oversight and supervisory functions under the agreement of delegation; and (iv) any corrective action measures, including the termination or suspension of the delegated functions if Simply or CMS determines that such delegated activities have not been adequately performed.

19. Payment of Claims. Simply agrees that it will pay or deny claims for Covered Services in accordance with the requirements of all applicable laws.

20. Compliance with Simply Policies and Procedures. Provider shall comply with all policies and procedures of Simply including, without limitation, written standards for the following: (a) timeliness of access to care and Member services; (b) policies and procedures that allow for individual medical necessity determinations; (c) provider consideration of Medicare Advantage Member input into Provider's proposed treatment plan; and, (d) Simply's compliance program which encourages effective communication between Provider and Simply's compliance officer and participation by Provider and its Professional Staff in education and training programs regarding the prevention, correction and detection of fraud, waste and abuse and other initiatives identified by CMS. Notwithstanding the foregoing, Provider will notify Simply of any Simply policy or procedure that may conflict with the Applicable Public Housing Requirements and upon such notification the parties will use commercially reasonable and good faith efforts to resolve such conflict.

21. Physician Incentive Plans. The parties agree: (i) that nothing contained in the Agreement nor any payment made by Simply to Provider is a financial incentive or inducement to reduce, limit or withhold Medically Necessary services to Medicare Advantage Members; and (ii) that any incentive plans between Simply and Provider and/or between Provider and other heath care providers shall be in compliance with applicable state and federal laws, rules and regulations and in accordance with the Medicare Advantage Contract. Upon request, Provider agrees to disclose to Simply the terms and conditions of any "physician incentive plan" as defined by CMS and/or any state or federal law, rule or regulation.

22. Definitions. The following terms shall have the meaning set forth below for the purpose of this Addendum with respect to Medicare Advantage Members and shall replace such similar terms contained in the text of the Agreement:

(a) Covered Services means the benefits covered under the applicable Medicare Advantage Plan and for which Simply has the obligation to pay, as described and set forth in the applicable Evidence of Coverage, including any endorsements and riders thereto.

(b) Emergency Medical Condition means a medical condition manifesting itself by acute symptoms of sufficient severity (including severe pain) such that a prudent lay person, with an average knowledge of health and medicine, could reasonably expect the absence of immediate medical attention to result in:

(i) serious jeopardy to the health of the individual or, in the case of a pregnant woman, the health of the woman or her unborn child;

(ii) serious impairment to bodily functions; or

(iii) serious dysfunction of any bodily organ or part.

(c) Emergency Services means Covered Services which are either inpatient or outpatient services that are:

(i) furnished by a provider qualified to furnish emergency services; and

(ii) needed to evaluate or stabilize an Emergency Medical Condition.

The parties to the Agreement have caused this Medicare Advantage Program Addendum to be duly executed as of the Effective Date above.

Simply Healthcare Plans, Inc.

By: _____

Eric M. Alarcon-Cabrera

Print Name and Title V.P. of Long Term Care

Miami-Dade County, a political subdivision of the State of Florida

By: _____

_____

Print Name and Title