

See Sch. 3 on Pg 17 for compensation

COVENTRY HEALTH CARE

EXECUTION SHEET

Welcome to the Coventry Provider Network. This agreement consists of three parts: i) this Execution Sheet; ii) General Terms and Conditions; and iii) Managed Long Term Care Product Attachment (the "Product Attachment") which set forth the specifics of your participation in the Managed Long Term Care Product (the "Product"). (The Execution Sheet, General Terms and Conditions and the Product Attachment are collectively referred to herein as "Agreement"). In the event of a conflict in language between your General Terms and Conditions and the Product Attachment, the terms of your Product Attachment shall prevail. The Agreement, together with Schedules, Exhibits and Attachments, constitutes the entire understanding of the parties with respect to the subject matter and supersedes any prior agreements.

In consideration of the mutual covenants and promises stated herein and other good and valuable consideration, Brevard Alzheimer's Foundation, Inc. on behalf of itself and all persons that provide LTC Services billed under this Agreement ("Provider") and Coventry Health Care of Florida, Inc. ("Coventry") agree to be bound by this Agreement. The Effective Date of this Agreement is August 1, 2013.

BREVARD ALZHEIMER'S FOUNDATION, INC.

By: [Signature]  
Print Name: Chris Stegman  
Title: Executive Director  
Tax ID # 59-3369526

Address for Notice:  
Brevard Alzheimer's Foundation, Inc  
4676 N. Wickham Rd  
Melbourne, FL 32935

COVENTRY HEALTH CARE OF FLORIDA, INC.

By: [Signature]  
Print Name: Richard Weiss  
Title: CFo

Address for Notice:  
1340 Concord Terrace  
Sunrise, FL 33323  
Attn: Chief Financial Officer

## GENERAL TERMS AND CONDITIONS

### 1. DEFINITIONS

**1.1 Clean Claim.** Clean Claim shall have the meaning required by law in the State of Florida and shall include all information required to be submitted in accordance with Section 2.6.

**1.2 LTC Services.** Those Medically Necessary services set forth on the Schedule 1.2, attached hereto and incorporated herein.

**1.3 Medically Necessary.** Unless otherwise defined in the Member Contract in which case the definition therein shall control, Medically Necessary shall mean those services, supplies, equipment and facility charges that are not expressly excluded under the Member Contract and determined by Coventry or a Payor to be:

**1.3.1** Medically appropriate, so that expected health and long-term care benefits (such as, but not limited to, increased life expectancy, improved functional capacity, prevention of complications, relief of pain) materially exceed the expected health risks;

**1.3.2** Necessary to meet the health and long-term care needs of the Member;

**1.3.3** Rendered in the most cost-efficient manner and setting appropriate for the delivery of the health or long-term care support service;

**1.3.4** Consistent in type, frequency and duration of treatment with scientifically-based guidelines of national medical research, professional medical specialty organizations or governmental agencies that are generally accepted as national authorities on the services, supplies, equipment or facilities for which coverage is requested;

**1.3.5** Consistent with applicable evidence-based criteria with consideration given to local delivery system and member-specific factors such age, comorbidities, complications, progress in treatment, psycho-social situations and home environment.;

**1.3.6** Not experimental or investigational as determined by Coventry a Payor under its Experimental Procedures Determination Policy. (A copy of the Experimental Procedures Determination Policy is available upon request from a Coventry Company's Services Department.)

**1.4 Member.** An individual who is eligible to receive LTC Services under the Managed Long Term Care Product.

**1.5 Member Handbook.** The Member Handbook provided by Coventry to all Members, which is substantially similar to the document attached hereto as Exhibit A.

**1.6 Participating Provider.** A health care or long term care provider, including, but not limited to an assisted living facility, nursing facility, adult family care home, adult daycare facility, hospice, home health agency, or other professional, facility supplier, or vendor that has entered into a direct or indirect written agreement with Coventry to provide LTC Services to Members.

**1.7 Provider Manual.** The policies and procedures of Coventry applicable to Participating Providers.

### 2. PROVIDER OBLIGATIONS

**2.1 Provision of LTC Services.**

**2.1.1** Provider represents and warrants that it is acting as lawful agent on behalf of all employees and agents of Provider and any other health or long-term care professional whose services are billed under this Agreement, has full legal authority to execute this Agreement on behalf of all such person(s) and which agrees that this Agreement shall supersede any and all agreements previously entered into between Provider and Coventry.

**2.1.2** Provider shall provide LTC Services to Members that are generally provided by Provider and for which the Provider has been credentialed by Coventry. Such LTC Services shall be delivered in a prompt manner, consistent with professional, clinical and ethical standards and in the same manner as provided to Provider's other patients. Provider shall accept Members as new patients on the same basis as Provider is accepting non-Members as new patients. Provider shall not discriminate against a Member on the basis of age, race, color, creed, religion, gender, sexual preference, national origin, health status, use of LTC Services, income level, or on the basis that Member is enrolled in a managed care organization or is a Medicare or Medicaid beneficiary.

## **2.2 Standard of Care.**

**2.2.1** Provider agrees to provide or arrange for the provision of LTC Services in conformity with generally accepted medical and long term care practices in effect at the time of service. Provider also agrees to implement peer review and credentialing of ancillary personnel who provide LTC Services to Members on behalf of Provider.

**2.2.2** Provider represents, warrants and agrees that all persons who provide LTC Services to Members under this Agreement, whether employed, contracted, or via other relationship with Provider, are subject to all terms and conditions of this Agreement. Upon Coventry's request, Provider shall provide evidence that any such persons are obligated to comply with the terms and conditions of this contract, either through employment, or written acknowledgement of such obligation.

**2.3 Programs & Procedures.** Provider agrees to comply with all Coventry policies and procedures. Provider agrees to comply with Coventry's Provider Manual, quality improvement, utilization review, peer review, grievance and appeal procedures, credentialing and recredentialing procedures, coordination of benefit procedures, and any other policies that Coventry may implement, including amendments made to the above mentioned policies, procedures and programs from time to time. Coventry shall notify Provider of any material modifications to such policies thirty (30) days in advance of their applicability. Provider further agrees to provide Coventry access to any and all records, including medical, case management and other records.

**2.4 Licensure.** Provider agrees to maintain in good standing all licenses, accreditations, and certifications required by law and Coventry's credentialing requirements for so long as the Agreement is in effect.

**2.5 Liability Insurance.** Provider agrees to procure and maintain professional liability insurance to protect against all allegations arising out of the rendering of professional services or the alleged failure to render professional services by Provider and Provider's employees ("Professional Liability Insurance"). Provider may obtain such insurance through an insurance company or through a self insurance mechanism, acceptable to Coventry. Professional Liability Insurance coverage shall be maintained at levels required by applicable law and consistent with industry standards. Provider also agrees to procure and maintain comprehensive general and/or umbrella liability insurance in appropriate amounts.

**2.6 Claim Submission.** Provider agrees to submit its claims for reimbursement and encounter forms, as required by Coventry, on a UB04 Form or Centers for Medicare and Medicaid Services ("CMS") 1500 forms or successor forms with current CMS coding, current International Classification of Diseases, Ninth Revision ("ICD9") and Current Procedural Terminology Fourth Edition ("CPT4") coding, or successor coding, in accordance with the then current Medicare guidelines, whichever Coventry prefers. Provider shall submit bills within one hundred eighty (180) days or as set forth in applicable law, whichever is less, of the date of discharge unless coordination of benefit issues exist, in which case Provider shall submit bills within ninety (90) days after the final determination by the primary payor. Provider understands and agrees that the failure to submit claims in accordance with this Section shall constitute a waiver of the right to seek payment.

Provider understands and agrees that failure to submit claims in accordance with the requirements of this Section may result in the denial of such claims. Provider understands and agrees that Provider has one (1) year from the date that service was rendered to appeal payment by Coventry. After this one (1) year period no further adjustments to payments shall be made.

The parties shall timely comply with all requirements relating to ICD-10 coding as set forth by the Department of Health and Human Services. In the event implementation of ICD-10 coding and requirements related thereto affects reimbursement under this Agreement, the parties shall adjust the reimbursement set forth in this Agreement to ensure the effect of ICD-10 coding on overall reimbursement under this Agreement is revenue neutral based on valid ICD10 codes and combinations as compared to overall reimbursement under ICD-9 coding.

## **2.7 Hold Harmless.**

**2.7.1** Provider agrees that in no event, including, but not limited to, nonpayment by Coventry, Coventry insolvency or breach of the Agreement shall Provider bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from, or have any recourse against a Member or persons other than Coventry acting on their behalf, for services rendered under the Agreement. For purposes of this Section, services rendered under the Agreement include those health care services delivered to Members by any and all health care professionals employed by or independently contracted with the Provider. This Section shall not prohibit collection of copayments, coinsurance, or deductibles in accordance with the Member Handbook. Additionally, neither Provider, nor any representative of Provider, shall collect or attempt to collect money from, maintain any action at law against, or report to a credit agency a Member for payment of a claim for a LTC Service for which Coventry is liable if Provider, in good faith, knows or should know, that Coventry is liable in accordance with Florida law. This prohibition applies during the pendency of any claims submitted by Provider to Coventry for payment of the services and any legal proceedings or dispute resolution process to determine whether Coventry is liable for the services, if the Provider is informed that such proceedings are taking place.

**2.7.2** Provider further agrees that: (i) this provision shall survive termination of the Agreement regardless of the cause giving rise to termination and shall be construed to be for the benefit of the Member; and (ii) this provision supersedes any oral or written contrary agreement now existing or hereafter entered into between Provider and a Member or a person acting on Member's behalf.

**2.7.3** Any modification, addition, or deletion to the provisions of this Section 2.7 shall become effective on a date no earlier than sixty (60) days after the State Department of Insurance has received written notice of such change.

**2.8 Marketing.** Provider hereby consents to including Provider's name in Coventry marketing materials and listing Provider in the participating provider directory that Coventry routinely distributes to Members and Participating Providers. However, Provider reserves the right to police all such use of Provider's name and to request removal of Provider's name from any publication, web site, advertisement, marketing materials and the like in the case that such use does not comport with standards of high quality, is misleading as to any aspect of Provider's identity or service/product offerings, is of poor quality, inappropriately identifies Provider as a partner, agent or other relationship with any third party, or is in poor taste or judgment as determined solely and exclusively by Provider. If Provider requests that any such use of Provider's name be removed, Coventry shall take steps to remove such use forthwith.

## **2.9 Access to and Copying of Records.**

**2.9.1 Copies.** Except as required by applicable state or federal law, Provider understands and agrees that neither Coventry nor Members shall be required to reimburse Provider for expenses related to providing copies of patient records or documents to any local, State or Federal agency or Coventry: (i) pursuant to a request from any local, State or Federal agency (including, without limitation, the Centers for Medicare and Medicaid "CMS") or such agencies' subcontractors; (ii)



pursuant to administration of Coventry's Quality Improvement, Utilization Review, and Risk Management Programs, including the collection of HEDIS data; or (iii) in order to assist Coventry in making a determination regarding whether a service is a LTC Service for which payment is due hereunder; or (iv) for any other purpose.

**2.9.2 Access.** All records, books, and papers of Provider pertaining to Members, including without limitation, records, books and papers relating to professional and ancillary care provided to Members and financial, accounting and administrative records, books and papers, shall be open for inspection and copying by Coventry, its designee and/or authorized State or Federal authorities during Provider's normal business hours. Provider further agrees that it shall release a Member's medical and other records to Coventry upon Provider's receipt of a Member consent form or as otherwise required by law. In addition, Provider shall allow Coventry to audit Provider's records for payment and claims review purposes.

**2.9.3 Survival.** The terms and conditions of this Section 2.9 shall survive the termination of the Agreement.

**2.10 Compliance With Government Requirements.** Provider agrees to comply with all applicable requirements, laws, rules and regulations of CMS, any other Federal agencies and any State agencies of the State(s) in which Provider practices, including, without limitation, requirements that shall cause or require Coventry to amend the terms and conditions of the Agreement. Provider understands and agrees that CMS and the appropriate State agencies may change or add to such requirements, laws, rules and regulations from time to time.

**2.10.1 Site Evaluations.** Provider agrees to permit Coventry, any Federal or State agency having jurisdiction over Provider's provision of services and/or the U.S. Department of Health and Human Services and any accrediting organization to conduct periodic site evaluations of Provider's facilities, offices and records. Upon Coventry's written request, Provider shall provide Coventry with a copy of the written response to any questions or comments posed by the agencies listed in the preceding sentence.

**2.10.2 Consumer Assistance Notice.** In compliance with Florida law, Provider shall post a prominently displayed and clearly noticeable consumer assistance notice in Provider's reception area which states the addresses and toll-free telephone numbers of AHCA, the Subscriber Assistance Program ("SAP"), and the Florida Department of Financial Services/Office of Insurance Regulation ("OIR") and states that the address and toll-free telephone number of Coventry's grievance department shall be provided upon request. An example notice is attached as Consumer Assistance Notice Exhibit.

**2.10.3 Survival.** The terms and conditions of this Section 2.10 shall survive termination of the Agreement.

**2.11 Duty To Notify Coventry.** Provider agrees to immediately notify Coventry, in writing, of (i) any change in its licensure, accreditation or certification status; (ii) loss or substantial decrease in the limits or change of its medical malpractice policy; (iii) any judgments or settlements decreed or entered into on behalf of Provider; and, (iv) any other situation that may materially interfere with Provider's duties and obligations under the Agreement. Provider also shall notify Coventry of any complaints it receives from Members regarding Provider, Coventry or Participating Providers. Coventry shall notify Provider of any complaints it receives from Members regarding Provider. Provider and Coventry agree to cooperate fully in the investigation and resolution of any such Member complaint.

**2.12 Practice of Medicine.** Provider acknowledges that Coventry does not practice medicine or exercise control over the methods or professional judgments by which Provider renders LTC Services to Members. Provider shall be responsible for professional and clinical decisions treatment of Members regardless of receipt by Provider of any recommendations, authorizations or denials of payment for treatment provided to Members from Coventry, its agent or any other person or entity performing quality improvement or

utilization management. Coventry encourages Provider to communicate with patients regarding the treatment options available to them, including alternative medications, regardless of benefit coverage limitations.

**2.13 Risk Management and Adverse/Untoward Incident Reporting Requirements.** As required by Florida law, if an adverse or untoward incident occurs to a Member, Provider shall report the adverse or untoward incident to Coventry's Risk Manager within twenty-four (24) hours after its occurrence. Provider shall (i) participate in and cooperate with Coventry's Risk Management Program; (ii) provide such medical and other records without charge within ten (10) days of receipt of written notice; (iii) share such investigation reports and other information as may be required or requested by Coventry's Risk Manager to determine if an adverse or untoward incident is reportable as a "Code 15" to AHCA; and (iv) in all other respects comply with and abide by Coventry's policies and procedures. Provider's failure to comply with this Section 2.13 may be deemed a material breach of this Agreement, at Coventry's sole discretion.

**2.14 Medical Management.** Provider agrees to collaborate with, participate in or otherwise facilitate Coventry Medical Management programs, including direct access to Members and their records by Coventry care management staff.

**2.15 Case Management Services.** Provider shall provide case management services in compliance with and as specifically set forth in the Attachment II, Exhibit 5 of the LTC Contract (as defined below) and Schedule 2.16, attached hereto and incorporated herein, including but not limited to:

- case management and care coordination;
- caregiver training;
- behavioral management;
- screening, referral, and coordination of the participant directed option;
- case management supervision;
- case management and supervisor training;
- caseload and contact management;
- Member needs assessment;
- care planning;
- Member placement/service planning;
- Member reassessments;
- enrollee case file documentation;
- Member case closures;
- screening for and reporting of Member abuse/neglect;
- adverse incident reporting;
- all inter-departmental interface (including but not limited to Utilization Management; Quality Management, Provider Networks);
- monitoring of care coordination and services; and
- all reporting requirements ("Case Management Services").

Provider understands that Coventry will monitor Provider's performance under the Agreement on an ongoing basis. Provider shall provide periodic reports to Coventry of the Case Management services provided under the Agreement in accordance with Schedule 2.15. In the event that Coventry or AHCA determines that such obligations have not been performed satisfactorily, or if requisite reporting and disclosure requirements are not otherwise fully met in a timely manner, Coventry shall have the right to unilaterally, upon written notice to Provider, revoke all or such portions of Provider's contracted obligations as Coventry deems necessary to effectuate Coventry's ultimate responsibility to AHCA for the performance of all LTC Contract requirements.

### **3. COVENTRY/PAYOR OBLIGATIONS**

#### **3.1 Payment.**

**3.1.1** In consideration of Provider's agreement to perform LTC Services and Case Management Services in accordance with the Agreement, Provider shall be paid in accordance with the payment terms set forth in Schedule 3, attached hereto and incorporated herein. In accordance with the law in the State of Florida, payments to Provider shall be made within twenty (20) days of

receipt of an electronic Clean Claim and within forty (40) days of receipt of a non-electronic Clean Claim.

**3.1.2** Provider shall submit its claims for reimbursement, as required by Section 2.6.

**3.1.3** Coventry may reduce or deny payment for services which are not submitted for payment in accordance with the provisions of Section 2.6 or based upon the application of Coventry's criteria, standards, or guidelines for billing and coding practices, or reimbursement, or based upon the application of billing, coding, or reimbursement standards, rules or guidelines of any applicable federal or state legislative or regulatory authority. Claims for payment may be reviewed through the use of software to edit claims to ensure appropriate billing, coding and reimbursement practices. Coventry may require appropriate documentation and coding to support payment for LTC Services. Provider shall have the opportunity to correct any billing or coding error within thirty-five (35) days of denial related to any such claim submission. Coventry may recover payment or retain portions of future payments in the event that Coventry determines that an individual was not an eligible Member at the time of services, or in the event of duplicate payment, overpayment, payment for non-LTC Services, error in payment uncovered as a result of a coordination of benefits process, or fraud.

**3.1.4** Where Coventry, pursuant to applicable coordination of benefit law, is primary, Coventry shall be required to pay the amounts due under the Agreement as provided in Section 3.1.1. Where Coventry is other than primary, Coventry shall be required to pay only those amounts which, when added to amounts owed to Provider from other sources, equal to one hundred percent of the amount required by this Agreement, subject to limitations outlined in the Member Handbook. Nothing herein shall be construed to preclude Provider from seeking and obtaining payment from sources of payment other than Coventry and Member.

**3.2 Recoupment.** Coventry may undertake to perform a post-payment audit of claims paid to Provider pursuant to the terms of this Agreement to verify that all claims submitted are in accordance with the utilization management program and this Agreement. Except in cases of Provider fraud, Coventry may submit a claim for overpayment to Provider within twelve (12) months of Coventry's payment of the claim.

#### **4. TERM AND TERMINATION**

**4.1 Term of Agreement.** The initial term of the Agreement shall be for one (1) year from the Effective Date set forth above ("Initial Term"). The Agreement will be automatically renewed for one (1) year periods unless earlier terminated as set forth below, or unless either party provides written notice one hundred and twenty (120) days before the anniversary date of such party's intention not to renew.

**4.2 Termination Without Cause.** Either party may terminate this Agreement at any time with ninety (90) days prior written notice, which termination shall be effective the last day of the month following the ninety (90) day notice period.

**4.3 Termination For Cause.**

**4.3.1 Breach.** Either party may terminate the Agreement for the breach of a material term, condition or provision of the Agreement, after sixty (60) days prior written notice to the other party, specifying such material breach. The breaching party shall have a minimum of forty-five (45) days or such longer reasonable period agreed to by the parties to correct or cure such material breach. If the breaching party fails or refuses to cure the material breach within such time, then the non-breaching party may elect to terminate the Agreement effective the last day of the month following the end of the notice period. The remedy herein provided shall not be exclusive of, but shall be in addition to, any remedy available at law or in equity to the non-breaching party. In the event a party contests the claim of breach, the Agreement shall remain in effect until the dispute is resolved in accordance with Section 5.2 herein.



**4.3.2 Immediate Termination by Coventry.** Coventry may this Agreement immediately for the following reasons:

**4.3.2.1** Termination, revocation, suspension or other limitation of Provider's license, certification, or accreditation.

**4.3.2.2** Provider's suspension or termination from participation in Medicare or Medicaid.

**4.3.2.3** Coventry determines in good faith that the Provider's continued provision of services to Members may result in, or is resulting in, danger to the health, safety or welfare of Members. Where the danger results from the actions of Provider's staff, contractors or subcontractors, then Provider shall suspend its relationship with such staff, contractors, subcontractors upon immediate notice from Coventry, at least with respect to Members, and if Providers fails to take such action, Coventry may terminate the Agreement upon ten (10) days notice.

**4.3.2.4** Coventry determines in good faith that, after notice to Provider and opportunity to cure, Provider has not materially complied with the provisions of Coventry's Provider Manual and is unwilling or unable to work cooperatively in a managed care environment.

**4.3.2.5** Coventry determines that Provider does not meet the pre-assessment delegation requirements for the provision of Case Management Services in compliance with NCQA standards.

**4.4 Statutory Notice.** In addition to the notice requirements noted in any paragraph previously listed above, either party shall also provide sixty (60) days advance written notice to OIR and AHCA in accordance with Florida law prior to such party terminating or canceling this Agreement for any reason. The nonpayment for goods and services rendered by Provider to Members shall not be a valid reason for avoiding the sixty (60) day advance written notice of cancellation. Such notice shall be addressed and mailed to OIR and AHCA.

**4.5 Reason for Termination.** In addition to the aforementioned termination provisions, neither Coventry nor Provider may terminate this Agreement unless the party terminating this Agreement provides the terminated party with a written reason for the termination of this Agreement, which may include termination for business reasons. The reason provided in the notice required in this Section shall not create any new administrative or civil action and may not be used as substantive evidence in any such action.

## **5. GENERAL REQUIREMENTS**

**5.1 Amendments.** Coventry may unilaterally amend the Agreement to the extent necessary to comply with applicable Federal or State law, regulatory requirements, accreditation standards or licensing guidelines or rules ("**Regulatory Amendments**"). Coventry shall give advance written notice to the Provider of such amendment and the effective date of the amendment. Coventry may make any other non-Regulatory Amendments to the Agreement by notifying Provider at least thirty (30) days prior to the effective date of the amendment. Provider may reject the amendment upon Provider's receipt of such notice of amendment, by notifying Coventry in writing of such rejection within thirty (30) days of notice of such amendment; provided, however, if Coventry has not received notice of such rejection within that thirty (30) day period, Provider's silence shall constitute acceptance of such amendment.

**5.2 Dispute Resolution and Arbitration.** Please read this provision carefully. It affects your rights.

**5.2.1** Coventry and Provider agree to confidential, binding arbitration for all disputes and claims between Coventry and Provider. This agreement to arbitrate is intended to be broadly interpreted. It includes, but is not limited to:



- claims arising out of or relating to any aspect of the relationship between Coventry and Provider, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory;
- claims that arose before the Agreement was entered into or under any prior agreement;
- claims that are currently the subject of purported class action litigation in which you are not a member of a certified class; and
- claims that may arise after the termination of the Agreement.

References to "Coventry" in this Section includes its respective subsidiaries, affiliates, agents, employees, predecessors in interest, successors and assigns, under this or prior agreements with Provider.

This arbitration agreement does not preclude Coventry or Provider from bringing issues to the attention of federal, state, or local agencies. Such agencies can, if the law allows, seek relief against us on your behalf. **Coventry and Provider understand and agree that, by agreeing to this arbitration provision, Provider and Coventry are each waiving the right to participate in a class action against the other.** This arbitration provision evidences a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this provision.

**5.2.2** A party who intends to seek arbitration must first send to the other a written Notice of Dispute pursuant to the Notice provision of the Agreement. The Notice of Dispute must (a) describe the precise nature and basis of the claim or dispute; and (b) set forth the specific relief sought ("Demand"). If Coventry and Provider do not reach an agreement to resolve the claim within thirty (30) days after the Notice of Dispute is received, Provider or Coventry may commence an arbitration proceeding. If the dispute pertains to a matter which is generally administered by a certain Coventry or Provider procedures, such as, for example, utilization management or quality improvement plan (but not including credentialing procedures), the procedures set forth in that plan must be fully exhausted before sending a Notice of Dispute.

**5.2.3** The arbitration will be governed by the American Health Lawyers Association Alternative Dispute Resolution Service, Rules of Procedure for Arbitration ("AHLA Rules"), as modified by this arbitration provision, and will be administered by the AHLA. The AHLA Rules are available from the American Health Lawyers Association. Unless Coventry and Provider agree otherwise, any arbitration hearings will take place in the state of Provider's billing address. Where your claim is for greater than \$2 million, a panel of three (3) arbitrators will preside over the matter, unless Coventry and Provider agree otherwise. The arbitrator(s) are bound by the terms of this arbitration provision. The arbitrator(s) shall allow reasonable discovery and the filing of dispositive motions, pursuant to Federal Rules of Civil Procedure 12 and 56. If your claim is for \$10,000 or less, Coventry and Provider may jointly decide, by agreement, whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AHLA Rules. If the claim exceeds \$10,000, the right to a hearing will be determined by the AHLA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator(s) shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based. The payment of filing, administrative and arbitrator fees shall be governed by the AHLA Rules.

**5.2.4** The right to attorneys' fees and expenses incurred in connection with the arbitration shall be governed by the law that governs the parties' dispute that is subject to arbitration.

**5.2.5** The arbitrator(s) may award injunctive relief only in favor of the individual party seeking that relief and only to the extent necessary to provide relief warranted and requested by that party's individual claim. The arbitrator cannot award injunctive relief beyond the party's individual claim that grants injunctive relief to non-parties. **PROVIDER AND COVENTRY UNDERSTAND AND AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.** Further, unless both Provider and Coventry agree otherwise, the arbitrator(s) may not

consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. If this specific proviso is found to be unenforceable, then the entirety of this arbitration provision shall be null and void and neither Provider nor Coventry shall be entitled to arbitrate any claims against each other. In no event shall Coventry be required arbitrate any class or representative claims.

**5.2.6** Notwithstanding any provision in the Agreement to the contrary, the parties agree that if Coventry makes any future change to this arbitration provision (other than a change to the Notice Address), you may reject any such change by sending Coventry written notice within 30 days of change to the Arbitration Notice Address provided above. By rejecting any future change, you are agreeing that you will arbitrate any dispute in accordance with this provision.

**5.2.7** The arbitrator(s) shall have no authority to vary or ignore the terms of this arbitration provision and shall be bound by controlling law. This arbitration provision shall survive termination of the Agreement.

**5.3 Confidentiality.** Provider and Coventry agree to maintain the privacy and confidentiality of all information and records regarding Members, including but not limited to medical, long term care case management and other records, in accordance with all State and Federal laws, including regulations promulgated under the Health Insurance Portability and Accountability Act. In addition, each party shall maintain the confidentiality of the financial terms of the Agreement and the confidentiality of the other party's proprietary information that is not otherwise public information. Provider shall ensure that any vendors, subcontractors or other such entities that have a need to know the terms of the Agreement also maintain the privacy and confidentiality of all financial terms of the Agreement. In the event that either party violates its duties under this provision, the other party may seek injunctive relief. This Section shall survive the termination of the Agreement.

**5.4 Names, Symbols, Trademarks.** Except as provided in Section 2.8 or by mutual agreement in the preparation of co-branded materials for Members and other providers, Coventry and Provider each reserve the right to and exclusive control of the use of their name, symbols, trademarks, and service marks presently existing or later established. In addition, except as provided in Section 2.8, neither Coventry nor Provider shall use the other party's name, symbols, trademarks, or service marks in advertising or promotional materials or otherwise, without the prior written consent of that party and shall cease any such usage immediately upon written notice of the party or on termination of the Agreement, whichever is sooner.

**5.5 No Solicitation of Members.** So long as the Agreement is in effect, and for a period of one (1) year from the date of termination, Provider agrees that Provider will not, within the service area of Coventry solicit, advise or counsel any employer or Member to disenroll from Coventry or otherwise interfere with Coventry's relationship with Members. Coventry shall be solely responsible for notifying Members that Provider is no longer a Participating Provider. Nothing in the Agreement shall be construed to prohibit Provider from freely communicating with patients regarding: (i) medically necessary and appropriate care with or on behalf of an Member, including information regarding the nature of treatment, risks of treatment, alternative treatments, or the availability of alternate therapies, consultation or tests, regardless of benefit coverage limitations; (ii) the process that Coventry or any entity contracting with Coventry uses or proposes to use to deny payment for a LTC Service; or (iii) the decision of Coventry to deny payment for a LTC Service. In the event that either party violates its duties under this provision, the other party may seek injunctive relief. This Section shall survive the termination of the Agreement.

**5.6 No Third Party Beneficiaries.** Other than as expressly set forth in the Agreement, no third persons or entities are intended to be or are third party beneficiaries of or under the Agreement, including, without limitation, Members. Nothing in the Agreement shall be construed to create any liability on the part of Coventry, Provider or their respective directors, officers, shareholders, employees or agents, as the case may be, to any such third parties for any act or failure to act of any party hereto.

**5.7 Notice.** Any notice, request, demand or communication required or permitted hereunder ("Notices") shall be given in writing by certified mail, return receipt requested, to the party to be notified. All

Notices shall be deemed given and received three (3) days after mailing to the address specified on the Execution Sheet.

**5.8 Relationship.** None of the provisions of the Agreement are intended to create, nor shall be deemed or construed to create any relationship between the parties hereto other than that of independent entities contracting with each other hereunder solely for the purpose of effecting the provisions of the Agreement. Neither Provider nor Coventry shall be liable to any other party for any act, or any failure to act, of the other party to the Agreement.

**5.9 Governing Law.** The Agreement shall be governed by and construed in accordance with the laws of the State of Florida without regard to such State's choice of law provisions.

**5.10 Representation by Counsel.** Each party acknowledges that it has had the opportunity to be represented by counsel of such party's choice with respect to the Agreement. In view of the foregoing and notwithstanding any otherwise applicable principles of construction or interpretation, the Agreement shall be deemed to have been drafted jointly by the parties and in the event of any ambiguity, shall not be construed or interpreted against the drafting party.

**5.11 Severability.** In the event any portion of the Agreement is found to be void, illegal, or unenforceable, the validity or enforceability of any other portion shall not be affected.

**5.12 Non-Exclusive.** Coventry acknowledges and agrees that this Agreement in no way prohibits or restricts Provider from entering into a commercial contract with any other health maintenance organization. Provider acknowledges and agrees that this Agreement in no way prohibits or restricts Coventry from entering into a commercial contract with any other health care provider inside or outside the service area.

**5.14 Authority.** Provider represents and warrants that it has the authority to enter into this Agreement on behalf of all persons who provide LTC Services to Members billed under this Agreement, whether employed, contracted, or via other relationship with Provider.

**5.15 Subcontracting.** Any subcontractor performing services under this Agreement for either party shall be subject to the terms of this Agreement.

## MANAGED LONG TERM CARE PRODUCT ATTACHMENT

As required by applicable laws and regulations, this Attachment shall modify this Agreement to meet requirements as determined by the LTC Contract (as defined below). In case of any conflict between the terms of this Agreement and this Attachment, the terms and provisions of this Attachment shall prevail.

1. **Description.** Coventry contracted with the Florida Agency for Health Care Administration ("AHCA") to operate a long-term care program under Contract No. FP 006 ("LTC Contract") pursuant to which Coventry arranges for the provision of LTC Services to Members, as set forth herein.
2. **Coventry's Responsibility.** Coventry is responsible for all work performed under the LTC Contract. In accordance with the LTC Contract and subject to written approval by AHCA, Coventry is entering into a subcontract with Provider. The subcontract is the combination of this Agreement and this modifying Attachment. This subcontract shall be subject to and is intended to comply with all terms and conditions of the LTC Contract and all state and federal requirements. The parties agree to comply with the requirements of 42 C.F.R. 438.230, 42 C.F.R. 455.104, 42 C.F.R. 455.105 and 42 C.F.R. 455.106. In addition, Provider shall comply with any and all requirements imposed on Coventry and/or Provider as a subcontractor of Coventry as set forth in the LTC Contract. This Agreement and this Attachment shall not in any way relieve Coventry of any responsibility for the performance of its duties under the LTC Contract. All tasks related to this Agreement and this Attachment shall be performed in accordance with the LTC Contract and Coventry shall provide AHCA with its monitoring schedule annually by December 1 of each contract year. Coventry shall identify herein any aspect of service that may be further subcontracted by Provider.
3. **Conditions and Method of Payment.**
  - A. **Third Party Resources Collection.** Coventry assumes full responsibility cost avoidance measures for third party collections in accordance with Attachment D-II, Section XV, Financial Responsibilities of the LTC Contract.
  - B. **Physician Incentive Plans.** If Coventry uses a Physician Incentive Plan ("PIP"), the PIP shall comply with 42 C.F.R. 414.479. Coventry shall make no specific payment directly or indirectly under a PIP to Provider as an inducement to reduce or limit Medically Necessary services furnished to a Member. The PIP shall not contain provisions that provide incentives, monetary or otherwise, for the withholding of Medically Necessary care. Coventry shall disclose to CMS information on PIPs in accordance with 42 C.F.R. 417.479(h)(1) and 417.479(i) and at the times indicated in 42 C.F.R. 417.479(d) - (g). Coventry shall submit all such information to AHCA for approval, in writing, prior to use. If any other type of withhold arrangement currently exists, it must be omitted from all subcontracts.
  - C. **Submission of Payment Information.** Provider shall promptly submit all information necessary for payment in accordance with the Agreement.
  - D. **Method and Amount of Compensation.** Coventry shall make payment to Provider in accordance with all applicable state and federal laws, rules and regulations, specifically, 409.967, F.S., 409.975(6), F.S., 409.982, F.S., 641.3155, F.S., 42 C.F.R. 447.46, 42 C.F.R. 447.45(d)(2), (3), (5) and (6). Coventry shall make full disclosure of the method and amount of compensation or other consideration to be received from Coventry. All claims payments made by Coventry to Provider shall be accompanied by an itemized accounting of the individual claims included in the payment, including, but not limited to, the Member's name, the date of service, the procedure code, service units, the amount of reimbursement and the identification of Coventry as the Managed Care Plan. Provider shall not seek payment from a Medicaid Pending enrollee on behalf of Coventry.
  - E. **Payment for Utilization Management Activities.** Compensation to individuals and entities that conduct utilization management activities shall not be structured so as to provide incentives



for the individual or entity to deny, limit or discontinue medically necessary services to Members.

4. **Safeguarding of Records and Monitoring.**

- A. **Safeguarding Information; HIPAA.** Provider shall (i) safeguard information about Medicaid Members in accordance with 42 C.F.R. 438.224; and (ii) comply with HIPAA privacy and security provisions.
- B. **Monitoring of Services Rendered to Members.** Provider shall allow Coventry to monitor services rendered to Members.
- C. **Records Maintenance.** Provider is required to maintain an adequate record system for recording services, charges, dates and all other commonly accepted information elements for services rendered to Members under the Agreement as specifically required under the Contract. Provider shall maintain and shall provide access to such records until the expiration of ten (10) years, from the close of the LTC Contract or longer if the records are under review or audit until the review or audit is complete. Provider shall request and obtain prior approval from Coventry for the disposition of records if the Agreement is continuous.
- D. **Monitoring; Inspections.** Provider shall allow the Secretary of DHHS and AHCA to evaluate through inspection and other means the quality, appropriateness and timeliness of services performed. Provider shall fully cooperate in any investigation by AHCA, MPI, MFCU, DOEA or other state or federal entity or any subsequent legal action that may result from such investigation. Provider shall allow for inspections of any records pertinent to the LTC Contract by AHCA and DHHS.

5. **Provider Functions.**

- A. **Population Served.** Provider shall render LTC Services to Members in accordance with this Agreement and this Attachment.
- B. **Reporting.** Provider shall submit all reports and clinical information required by Coventry, including Child Health Check-Up reporting, if applicable.
- C. **Credentialing.** Coventry and Provider shall monitor and oversee that all licensed medical professionals are credentialed in accordance with Coventry's and AHCA's credentialing requirements as found in Attachment D-II, Section VII, Provider Network, Item H., Credentialing and Recredentialing, if Coventry delegates the credentialing to Provider.
- D. **Delegation or Subcontracting of Function.** Provider shall not delegate or subcontract any function under the Agreement or this Attachment without the specific prior written approval of Coventry. In such instances where a Provider with Coventry approval delegates or subcontracts any such functions, such subcontract or delegation must include all the requirements of the Agreement and this Attachment, and the individuals signing must be authorized to do so.
- E. **Revocation of Delegated Functions.** Coventry shall have the right to revoke any function delegated to a Provider under the Agreement and/or impose any sanctions Coventry deems appropriate in the event Coventry or AHCA determines Provider's performance under the Agreement to be inadequate.
- F. **Participation in Quality Improvement and Other Reviews.** Provider agrees to participate in any internal and external quality improvement, utilization review, peer review, and grievance procedures established by Coventry.

6. **General Provisions.**

- A. **Exculpatory Provision.** Provider shall not hold AHCA or Members liable for any debts incurred by Provider. The foregoing provision shall survive the termination of this Agreement, including termination due to insolvency.
- B. **Waiver.** Any provisions of this Agreement and/or this Attachment, as they pertain to Members, which are in conflict with the LTC Contract shall be waived.
- C. **Worker's Compensation.** Provider shall secure and maintain during the term of this Agreement worker's compensation insurance for all its employees performing services under this Agreement for whom such insurance is required. Such insurance shall comply with the Florida Worker's Compensation Law.
- D. **Indemnification/Hold Harmless Clause.** Provider shall indemnify, defend and hold AHCA and Members harmless from and against all claims, damages, causes of action, costs or expense, including court costs and reasonable attorney fees, to the extent proximately caused by any negligent act or other wrongful conduct arising from this Agreement. This provision shall survive the termination of this subcontract, including termination for breach due to insolvency. AHCA may waive this requirement for itself, but not Members, for damages in excess of the statutory cap on damages for public entities, if Provider is a state agency or a subdivision as defined by 768.28, F.S., or a public health entity with statutory immunity. All such waivers must be approved in writing by AHCA.
- E. **Eligibility to Participate in the Medicaid Program.** Provider shall be eligible for participation in the Medicaid program. If Provider was involuntarily terminated from the Florida Medicaid Program, other than termination for ineligibility, Provider is not considered to be an eligible Medicaid provider. Provider shall not participate if it appears on the State or Federal exclusions list.
- F. **Deficit Reduction Act of 2005.** Effective January 1, 2007, Section 6032 of the Deficit Reduction Act (DRA) requires providers receiving annual Medicaid payments of five million or more to educate employees, contractors, and agents about Federal and state fraud, false claims laws and the whistleblower protections available under those laws. Compliance with Section 6032 of the DRA is a condition of receiving Medicaid payments. As a contractor with the State Medicaid Agency, AHCA, the Coventry entities are required to comply with the Section 6032 provisions of the DRA which is to provide guidance about its procedures for detecting fraud, waste, and abuse. Coventry, through its parent entity Coventry Health Care, Inc., has developed a policy which describes the required provisions of State and Federal laws which prohibit filing false claims and making false statements. Coventry will be adding information regarding the DRA to its Provider Manual. In addition, Providers can find more information regarding the DRA on the Coventry website at [www.chcflorida.com](http://www.chcflorida.com).
- G. **Termination.** If the Agreement is terminated for any reason whatsoever, Provider shall utilize the applicable appeals procedures outlined in the Agreement and this Attachment. No additional or separate right of appeal to AHCA or Coventry is created as a result of Coventry's termination, or decision to terminate, the Agreement under the LTC Contract. Notwithstanding the termination of the Agreement, the LTC Contract will remain in full force and effect with respect to all other providers contracted with Coventry to provide services under the LTC Contract.
- H. **Background Checks.** Provider shall be subject to background checks. Coventry shall consider the nature of the work Provider performs in determining the level and scope of background checks.
- I. **Compliance Certification.** Coventry shall document compliance certification (business-to-business) testing of transaction compliance with HIPAA for Provider if Provider receives enrollee data.

## SCHEDULE 1.2

### LTC SERVICES

Provider shall provide the following LTC Services in accordance with the LTC Contract and this Agreement:

- Adult Day Care Services
- Transportation Services

## SCHEDULE 2.15

### CASE MANAGEMENT SERVICES

#### A. Responsibilities of Provider. Provider shall:

1. Develop and implement policies and procedures relating to Members' oral complaints and inquiries in compliance with applicable law and regulations, accreditation organization requirements and annually, or as modified, if sooner, submit to Coventry.
2. Document, investigate and respond to Members' oral complaints and inquiries, thoroughly, appropriately and in a timely manner.
3. Notify Members within specified accreditation organization time frames and in accordance with applicable law of results of complaint investigations and responses to inquiries and provide Members with required appeal rights.
4. Conduct Member satisfaction evaluations in accordance with requirements of accreditation organizations, as approved by Coventry prior to implementation.
5. Develop a work plan related to Members' oral complaints, inquiries and Member satisfaction evaluations including annual objectives, scope and planned projects or activities for the year and develop a written Customer Service Program evaluation that evaluates the overall effectiveness of the program and forward such work plan and evaluation to Coventry on an annual basis or sooner if modified.
6. Provide Coventry written notification at least five (5) days prior to any proposed changes to the Customer Service Program and obtain Coventry's written consent prior to such changes becoming effective.
7. Provide Coventry with at least semiannual performance reports which may be in the form of joint meetings or conferences which include the following data: (i) accuracy of pharmacy information; (ii) accuracy of benefit information; (iii) health information line; and (iv) number of Members identified and any actions taken on wellness and prevention.
8. Otherwise comply with all Coventry policies and procedures governing customer service and accreditation organization requirements.

#### A. Responsibilities of Coventry. Coventry shall:

1. Review regular reports through Coventry's designated committee as specified and provide feedback.
2. Conduct annual oversight of handling of customer service and provide feedback to Provider.
3. Maintain responsibility for ensuring that Members are notified of termination of Provider.
4. Retain authority for all levels of appeals including expedited appeals.
5. Coventry shall: (a) respond to all routine inquiries concerning enrollment in the Products and its terms conditions, and operations, (b) handle all enrollment activity, and (c) notify Members of their right to apply for benefits and supply them with claim forms, claim filing instructions and identification cards.



**SCHEDULE 3**  
**COMPENSATION**

Coventry shall compensate Provider for LTC Services and Case Management Services as follows:

- I. **Adult Day Care:** Fifty Dollars (\$50.00) per Member per day adult day care services are utilized by such Member.
- II. **Transportation:** Ten Dollars (\$10.00) one way trip  
Twenty Dollars (\$20.00) round trip
- III. **Case Management Services:** Ninety-Three Dollars and Fifty Cents (\$93.50) per Member per month ("Case Management Fee"). Coventry will pay the Case Management Fee to Provider on or about the tenth (10<sup>th</sup>) business day of each month, for all Case Management Services provided by Provider under the Agreement during that month, calculated by multiplying the number of Members by the Case Management Fee. The number of Members shall be determined as of the first (1<sup>st</sup>) day of the month for which the fee is payable. If, however, a Member's eligibility is canceled retroactively, Case Management Fees may be deducted for up to three (3) months. If a Member's eligibility has been added retroactively for more than three (3) months, additional Case Management Fees will be calculated for a period not to exceed three (3) months. No other adjustment will be made in calculating the number of Members.
- IV. **Shared Savings Program.**
  - A. **Definitions.**
    1. **Adjusted Medical Loss Ratio or Adjusted MLR:** The total of Medical and Long Term Care Support Expenses incurred by Coventry for services rendered to Assigned Members expressed as a percent of Premium for Assigned Members for the Measurement Period. All MLR calculations shall be calculated and rounded to the nearest 0.1%.
    2. **Assigned Member(s):** An individual who is enrolled in the Managed Long Term Care Product and is assigned by Coventry to a case manager employed or contracted by Provider. Member assignment changes to Provider will be applied to Provider's MLR as of the effective date of the Member assignment change.
    3. **Base Compensation:** The amounts that Coventry pays to Provider for provision of LTC Services and Case Management Services pursuant to the Agreement, not including amounts paid under the Shared Savings Program as provided in this Schedule.
    4. **Ceiling Adjusted MLR:** The Adjusted MLR percentage that must be met in order for the Shared Savings Pool to be funded in accordance with the formulas set forth in Section B.1.
    5. **Healthcare Effectiveness Data and Information Set ("HEDIS"):** A set of measures developed by the National Committee for Quality Assurance ("NCQA") designed to assess the quality of healthcare.
    6. **Incurred But Not Reported ("IBNR"):** An estimated amount of claims liability for services covered under the LTC Contract ("LTC Contract Services") already provided to Assigned Members but for which Coventry has not yet been billed and/or paid. IBNR is based on historical claims payment patterns.
    7. **Measurement Period:** The period of time which AHCA uses to determine any and all amounts due AHCA under the Achieved Savings Rebate program as described in the

LTC Contract. The "First Measurement Period" shall mean the first reconciliation period which AHCA calculates the Achieved Savings Rebate with respect to Coventry under the LTC Contract. The "Second Measurement Period" shall mean the second reconciliation period which AHCA calculates the Achieved Savings Rebate with respect to Coventry under the LTC Contract, and so on.

8. **Medical and Long Term Care Support Expense(s):** Costs incurred during the Measurement Period by Coventry for LTC Contract Services provided to Assigned Members, including any expense related to Assigned Members added retroactively. Such Medical and Long Term Care Support Expenses shall also include, but shall not be limited to:
- (a) Fee for service and any form of capitation payments for LTC Contract Services, including but not limited to Base Compensation paid to Provider;
  - (b) Out-of-Network (OON) LTC Contract Services;
  - (c) Applicable IBNR amounts; and
  - (d) Any payments made under the Shared Savings Program.

The following items will not be considered Medical and Long Term Care Support Expenses:

- (a) Medical and Long Term Care Support Expenses which Coventry recovers from another party, including but not limited to, claims involving coordination of benefits, retroactive terminations, subrogation, or workers' compensation; and
  - (b) As may be applicable, copayment, co-insurance and deductible amounts paid by an Assigned Member.
9. **Long Term Care Quality Measures:** A defined set of quality incentive measures, as defined herein by which the Provider will be scored each Measurement Period and a portion of the Shared Savings Pool will be paid out based on the performance for each measure, as described in Section B.
10. **Out of Network ("OON"):** LTC Contract Services provided by non-Participating Providers, in or out of Coventry's service area.
11. **Premium:** The monthly dollar amount received by Coventry for an Assigned Member in return for providing LTC Contract Services for a Member, adjusted for retroactive enrollment changes, or changes as required by AHCA
12. **Settlement:** The process of determining the applicable incentive payments, if any, during any Measurement Period.
13. **Shared Savings MLR Funding:** The difference between the Ceiling Adjusted MLR and the Adjusted MLR, which establishes the Provider's eligibility to receive a portion of the Shared Savings Pool as described in Section B below, subject to the limitations described herein.
14. **Shared Savings Pool:** The pool of funds which is established and funded as described in Section B below from which Coventry will pay certain incentive payments to Provider if Long Term Care Quality Measures are met. The Shared Savings Pool is further defined as the portion of the Shared Savings MLR Funding calculated as the difference between the Ceiling Adjusted MLR and the Adjusted MLR.

- B. Shared Savings Program.** In addition to the Base Compensation described in the Agreement, Provider may be eligible to receive the additional compensation described in this Section B based on Provider's Adjusted MLR results and certain Long Term Care Quality Measures described below.
- 1. Shared Savings Pool Funding.** The difference between the Ceiling Adjusted MLR and the Adjusted Medical Loss Ratio establish the range in which the Shared Savings Pool will be funded. The Ceiling Adjusted MLR shall be ninety percent (90%). The Shared Savings Pool shall be funded if the Adjusted MLR is less than the Ceiling Adjusted MLR. The Shared Savings Pool (if any) will be shared by Provider in accordance with the Long Term Care Quality Measures set forth below.
  - 2. Shared Savings Pool Distribution.** If the Shared Savings Pool is funded for any Measurement Period, then following the Settlement described in Section B.4 below, Coventry shall distribute the Shared Savings Pool as follows:
    - a. Provider shall receive up to [20%] of the Shared Savings Pool.
    - b. Up to 20% of the Shared Savings Pool will be distributed to Provider if Provider meets the Long Term Care Quality Measures as set forth in Section 3 below.
  - 3. Long Term Care Quality Measures.**
    - a. **Long Term Care Quality Measures.** In addition to the Base Compensation, Provider may be eligible to receive funds from the Shared Savings Pool if certain Long Term Care Quality Measures are met by Provider, as specifically set forth in Attachment 1, attached hereto and incorporated herein (the "LTC Quality Measures"). The LTC Quality Measures will be measured for each Measurement Period. If the Shared Savings Pool is funded and Coventry determines that Provider meets the LTC Quality Measures described in Attachment 1, then Coventry will make the corresponding payments from the Shared Savings Pool as set forth in Attachment 1 ("Quality Payment"). Coventry shall pay any Quality Payments due Provider at the Final Settlement. If any LTC Quality Measures are not met, the Shared Savings Funds tied to such LTC Quality Measures shall not be distributed to Provider. Notwithstanding the foregoing, in the event Provider partially satisfies the LTC Quality Measures, payments from the Shared Savings Fund will be proportionally adjusted and distributed as set forth in Attachment 1. If the Shared Savings Pool is not funded for a Measurement Period, then Provider shall have no right to receive and Coventry shall have no obligation to make any payment to Provider in addition to the Base Compensation.
    - b. **Coventry Review of Records.** Provider shall cooperate with Coventry's concurrent or retrospective review of Members' medical or other records in accordance with the applicable provisions of the Agreement in order to evaluate and determine what payment is owed under this Section 3. Such cooperation shall include, upon reasonable notice, obtaining and pulling Member medical or other records requested by Coventry (via either paper or electronic capabilities), making office space available for such record review, and answering any Coventry questions which may arise during the review process. Provider agrees to cooperate with Coventry's outreach coordinators as Coventry requires for chart review and clarification of the required Physical Examination form information.
  - 4. Measurement Period Settlement.** A Shared Savings Program Settlement ("Shared-Savings Settlement") to determine any Shared Savings Program

compensation due pursuant to this Section will be completed in two stages, an Interim Settlement and a Final Settlement.

- a. An Interim Settlement shall be completed ninety (90) days from the end of each Measurement Period and shall include: (i) all Medical and Long Term Care Support Expenses and Premiums for the Measurement Period as calculated through the end of sixty (60) days following the end of the Measurement Period to capture claims run-out and retroactive enrollment adjustments made after the end of the Measurement Period (“Interim Run-out Period”); (ii) an IBNR factor based on Coventry’s total Member claims experience; and (iii) any additional amounts determined solely by Coventry that may be expected due to unusual events or claim situations.
- b. The Final Settlement shall be completed two hundred and ten (210) days after the end of each Measurement Period. The Final Settlement will include: (i) all Medical and Long Term Care Support Expenses and Premiums for the Measurement Period as calculated through the end of one hundred eighty (180) days following the end of the Measurement Period to capture claims run-out and retroactive enrollment adjustments made after the end of the Measurement Period (“Final Run-out Period”); (ii) an IBNR factor based on Coventry’s total Member claims experience; and (iii) any additional amounts determined solely by Coventry that may be expected due to unusual events or claim situations.
- c. Coventry shall have until the end of the Interim and Final Settlement Periods to compile the data and submit the Shared Savings Program reports in an electronic format to Provider.
- d. Coventry shall distribute any amounts due and owing under the Shared-Savings Settlement within thirty (30) days following the end of both the Interim Settlement and the Final Settlement. Any Final Settlement amount due to Provider shall be net of any Interim Settlement Amount previously paid by Coventry. If any amounts are due to Coventry, Provider shall remit such amounts with thirty (30) days of receipt of written notice from Coventry.
- e. The parties shall identify any disputes related to the Shared-Savings Final Settlement within sixty (60) days of receipt by Provider by providing written notice to the other parties. If Provider notifies Coventry, in writing, of any dispute surrounding the Shared-Savings Settlement, the parties shall use best efforts to resolve all identified issues within sixty (60) days following Coventry’s receipt of such notice. The parties shall work in good faith to resolve the dispute within the sixty (60) day period. If the parties are unable to reconcile the dispute within such period, the disputing party shall have the option of initiating the dispute resolution process, which shall be different from any dispute resolution process set forth in the Agreement, or not pursuing the dispute any further. The dispute resolution for Shared-Savings Settlements shall be conducted by an independent nationally recognized independent account firm which does not have a relationship with either party. The parties shall agree on the independent accounting firm. The parties shall jointly engage the accounting firm and submit the documentation to support their positions. The parties agree to provide access to necessary documentation to the accounting firm. The accounting firm shall make its determination and the parties shall be bound by its decision. With respect to the accounting firm fees, if Coventry makes an error that is greater than ten percent (10%), Coventry shall pay the accounting firm’s fees. If the error is five percent (5%) or less (or in the Provider’s favor), the Provider shall pay the fees of the accounting firm. If the



error is between 5.1% and 9.99%, the parties shall split the cost of the auditor.

- f. Upon resolution of all outstanding issues surrounding the Shared-Savings Program Final Settlement and distribution of funds as appropriate, the Measurement Period under review shall be considered closed and the Final Settlement will be considered undisputed. If Provider fails to notify Coventry, in writing, within thirty (30) days of receipt of the Shared-Savings Program Final Settlement, of any disputes relating to the Shared-Savings Final Settlement, the Shared-Savings Final Settlement shall be considered undisputed and shall not be subject to any appeal or reconsideration by any party.

ATTACHMENT 1  
LONG TERM CARE QUALITY MEASURES

I. First Measurement Period.

A. **LTC Quality Measures:** For the First Measurement Period ("Year 1"), the LTC Quality Measures for Case Management Services shall be as follows:

1. **Assigned Member complaint rate related to Case Management Services**

Numerator = total number of unduplicated Assigned Members who call Customer Service to complain about Provider Case Manager Services within a calendar quarter.

Denominator = number of unduplicated Assigned Members in the same calendar quarter.

2. **Assigned Member complaint rate related to timeliness of service delivery**

Numerator = total number of unduplicated Assigned Members residing in Home and Community Based Settings (as defined in the LTC Contract) who call Customer Service to complain about timeliness of service delivery within a calendar quarter.

Denominator = number of unduplicated Assigned Members assigned to a Home and Community Based Setting in the same calendar quarter.

3. **Calculation of Quality Payments.** Coventry shall determine if Provider meets the LTC Quality Measures as set forth below. The LTC Quality Measures will be measured for each Measurement Period. If the Shared Savings Pool is funded and Coventry determines that Provider meets the LTC Quality Measures as set forth below, then Coventry will make the corresponding payments from the Shared Savings Pool. Coventry shall pay any Quality Payments due Provider at the Final Settlement. If any LTC Quality Measures are not met, the Shared Savings Funds tied to such LTC Quality Measures shall not be distributed to Provider. Notwithstanding the foregoing, in the event Provider partially satisfies the LTC Quality Measures, payments from the Shared Savings Fund will be proportionally adjusted and distributed as set forth below. If the Shared Savings Pool is not funded for a Measurement Period, then Provider shall have no right to receive and Coventry shall have no obligation to make any payment to Provider in addition to the Base Compensation.

Quality Measures Performance Targets

Year 1- QIP Performance Targets (Sample - doesn't represent all available measures)

Measure	Category Weight	Individual Weight	Result to earn 20%	Result to earn 40%	Result to earn 60%	Result to earn 80%	Result to earn 100%	Measurement
Evidence Based Guideline Compliance	100%							
Enrollee complaint rate regarding timeliness of service		50%	< 10%	< 8%	<6%	<4%	<2%	Percent of Eligible Population
Enrollee complaint rate regarding case manager		50%	< 10%	< 8%	<6%	<4%	<2%	Percent of Eligible Population
Required Record Documentation (RRD)								Percent of Eligible Population
Face to Face Encounters (F2F)								Percent of Eligible Population
Case Management Training (CMT)								Percent of Eligible Population

C. **HEDIS Measures.** Provider shall assist in the collection and reporting of the following HEDIS performance measures via a qualified auditor for Provider's employed and contracted case managers/supervisors and Case Management Services ("HEDIS Measures"). The collection and reporting of these measures shall be in accordance with AHCA requirements as set forth in the LTC Contract.

1. **Agency-Defined Measures**

- RRD – Required Record Documentation (RRD)
- Face to Face Encounters (F2F)
- Case Manager Training (CMT)
- Timeliness of Service (TOS)

2. **Survey-Based Measures**

- **Satisfaction with Care Manager:** CAHPS Supplemental Question and Enrollee Satisfaction Survey Item 5

For Year 1, the minimum requirements for these HEDIS Measures shall be the attainment of AHCA prescribed quality thresholds for Year 1. If there is no AHCA prescribed quality threshold assigned to Year 1, then compliance with the quality measures for Year 1 shall be

met by full compliance with all reporting requirements to support the establishment of baseline levels for each of the reporting measures required by AHCA.

- II. **Subsequent Measurement Periods.** For Measurement Periods, the parties agree to re-establish performance goals in accordance with further guidance from AHCA regarding specific quality measures and corresponding thresholds.



**CONSUMER ASSISTANCE NOTICE EXHIBIT**

In compliance with Florida Statute 641.511 (11), commercial health maintenance organization (HMO) and prepaid health clinic (PHCs) Members have the right to contact the following organizations for assistance with issues concerning their rights as HMO Members.

**Department of Financial Services  
Office of Insurance Regulation  
200 E. Gaines St.  
Tallahassee, FL 32399  
1-800-342-2762**

**Agency for Health Care Administration  
2727 Mahan Drive, Building 1  
Mail Stop #27  
Tallahassee, FL 32308  
1-888-419-3456**

**Statewide Provider & Subscriber Assistance Program  
2727 Mahan Drive, Building 1  
Mail Stop #27  
Tallahassee, FL 32308  
1-888-419-3456**

We will be happy to provide our HMO patients with the address and telephone number of the grievance department of their HMO plan upon request. It is often advisable for members to complete the entire HMO complaint and grievance process first.