

AMENDMENT AND PLAN ADDENDUM TO PROVIDER SERVICES AGREEMENT

This Amendment and Plan Addendum (“Amendment and Plan Addendum”) is entered into by and between American Therapy Administrators of Florida, LLC (“ATA”) and _____ (“Provider”).

WHEREAS the parties have entered into a Provider Services Agreement (the “Agreement”).

IT IS MUTUALLY AGREED:

1. As set forth in the Agreement, this Amendment and Plan Addendum is incorporated and made part of the Agreement to include the following:

PLAN CONTRACT: AMERIGROUP Florida, Inc. (d/b/a AMERIGROUP Community Care) (collectively referred to as “Payer”) contract with Health Network One, Inc. (“HN1”) – are certain of those Medicaid, Healthy Kids, and Medicare Beneficiaries assigned from time to time by Payer to HN1 in the State of Florida, which Beneficiaries are covered under that certain contract between ATA and HN1, as modified from time to time.

PLAN CONTRACT EFFECTIVE DATE: April 1, 2014

PRODUCT TYPES: HMO (Medicaid, Healthy Kids, and Medicare)

COVERED SERVICES: Those professional services Medically Necessary for the specialty of physical therapy, occupational therapy or speech therapy that ATA and Participating Providers are required to provide or arrange for Beneficiaries with respect to a specific Plan Contract. Provider will comply with ATA’s utilization management and quality improvement program.

2. With respect to Covered Services rendered to Beneficiaries under this PLAN CONTRACT, Provider shall render services in a manner consistent with the terms of this Agreement and according to the rate set forth in Attachment A attached hereto and made a part hereof (together with Attachment B and Exhibit 1).
3. Compensation to Provider shall be in accordance with and subject to ATA authorization and claims payment interpretative requirements which Provider agrees to and accepts. An ATA authorization shall be in writing from ATA. A writing from any other person or entity, including a referral from a primary care physician or other provider or Payer, shall not constitute an ATA authorization. ATA may from time to time furnish Provider with Provider bulletins/updates containing requirements for compensation under this Agreement. A prior payment from ATA to Provider under circumstances where Provider was not entitled to compensation under the terms and conditions of this Agreement shall not be deemed a waiver of any subsequent right not to compensate Provider.
4. In the event Provider shall have contracted with ATA under this Amendment and Plan Addendum and also directly with Payer for subject business covered by this Amendment and Plan Addendum, this Amendment and Plan Addendum shall be effective and supercede any

such contract between Provider and Payer for subject business covered by this Amendment and Plan Addendum.

5. Either party can terminate this Amendment and Plan Addendum upon sixty (60) days written notice to the other party in advance of such termination. The termination of this Amendment and Plan Addendum shall not otherwise terminate the Agreement unless specifically set forth in any notice.
6. The effective date for purposes of Payer only under this Amendment and Plan Addendum shall be the 1st day of the month following either: (i) the month of Provider signing this Amendment and Plan Addendum, if Provider is currently credentialed at time of signing for purposes of this Amendment and Plan Addendum, or (ii) if Provider is not currently credentialed for purposes of this Amendment and Plan Addendum when Provider signs this Amendment and Plan Addendum, then the month that Provider is credentialed for purposes of this Amendment and Plan Addendum.
7. Capitalized terms not otherwise defined herein are defined as set forth in the Agreement.
8. It is the intent of the parties that this Amendment and Plan Addendum be incorporated into the Agreement and that both be read as one agreement. To the extent that the terms of this Amendment and Plan Addendum and the terms of the Agreement are inconsistent, the terms of this Amendment and Plan Addendum shall supersede and control the terms of the Agreement and any prior amendments.

In Witness Whereof, the undersigned have executed this Amendment and Plan Addendum as of the effective date which shall be the date noted below the signature date of ATA.

**American Therapy Administrators
of Florida, LLC**

Provider

Signature

Signature

Name

Name

Title

Title

Date

Date

Attachment A
To Amendment and Plan Addendum
Compensation

1. General. ATA shall reimburse Provider according to the fees and methodology set forth in Exhibit 1 to this Amendment and Plan Addendum. At any time during the term of this Amendment and Plan Addendum, ATA may, at its sole and absolute discretion and without prior notice to Provider, elect to create a Pool at the beginning of any month in lieu of reimbursing Provider according to the fees and methodology set forth in Exhibit 1 to this Amendment and Plan Addendum. In the event ATA elects to create a Pool, for each Pool ATA will compensate Provider for performing a Covered Service to a Beneficiary under the Benefit Contract creating such Pool by paying Provider the Amount Payable for such Covered Service from the Distributable Cash in such Pool, subject to ATA's claims authorization and payment requirements. ATA will make any payments due to Provider two times each month for all Amounts Payable for unpaid claims submitted prior to a date determined by ATA that is prior to the date each such payment is processed. Notwithstanding any other provision of this Amendment and Plan Addendum, ATA shall have no obligation to compensate a Provider for any such Covered Service if the Payer under the Benefit Contract has not provided funding for such Pool or if, for any other reason, such Pool has no Distributable Cash.
2. Adjustments. For each Pool in any calendar year, ATA may, in its sole and absolute discretion and without any obligation to do so, make an annual reallocation adjustment (addition or subtraction) to each Participating Pool Provider. Such reallocation adjustment for a Pool may result (or approximate with reasonable accuracy) in each Participating Pool Provider receiving equal Amounts Payable for each or certain types of Covered Service rendered to Beneficiaries under the Benefit Contract creating such Pool. ATA shall have the right to (a) set off such amounts as are reasonably necessary to implement such reallocation adjustment from future Amounts Payable to any Participating Pool Providers who receive a reduction pursuant to the reallocation adjustment or (b) directly recover such reallocation adjustment from such Participating Pool Providers (with each Participating Pool Provider paying such adjustment amount within 30 days of ATA's notice). ATA will make payments to those Participating Pool Providers who are subject to a positive reallocation adjustment as payments are recovered from other Participating Pool Providers without any disagreement.
3. Remaining Balance. If there is a Pool Cash Balance in any Pool at a time when ATA reasonably concludes that no additional claims for Covered Services will be submitted by any provider, ATA shall pay Provider a percentage of such Pool Cash Balance determined by dividing (a) Provider's aggregate Amounts Payable from such Pool by (b) the aggregate Amounts Payable to all Participating Pool Providers from such Pool.

4. Payment in Full. Provider shall accept the compensation determined under this Amendment and Plan Addendum for any Covered Service as payment in full for such Covered Service and further acknowledges and agrees that Provider may not receive the same compensation for the same services at all times under this arrangement.
5. Acknowledgment. Provider acknowledges and agrees that: (a) this Amendment and Plan Addendum and all Attachments/Exhibits thereto have been bargained for at arm's-length between the parties and represents a material inducement for ATA to enter into this arrangement; and (b) any and all provisions of this Amendment and Plan Addendum, including, without limitation, the differences in payments that may result based on the timeliness of claims submissions by providers, are a material part of the compensation model agreed to between the parties and necessary to establish a system of administration of claims and compensation for such claims which is intended to attain a level of consistency in payment amounts acceptable to all providers participating under such compensation model, however no level of compensation can be assured by ATA hereunder.

Apart from the compensation model which is explained hereunder and the compensation thereto, the compensation model set forth in this Attachment A, Attachment B and Exhibit 1 provides for ATA to make certain measurements, calculations, estimates, assumptions and other decisions. In all such cases, such measurements, calculations, estimates, assumptions and other decisions made by ATA shall be at the sole and absolute discretion of ATA and Provider acknowledges and agrees to accept the same as final and conclusive.

6. Definitions. In addition to the capitalized terms defined elsewhere in the Agreement, the capitalized terms shall have the meanings set forth on Attachment B attached hereto and made a part hereof.

Attachment B
To Amendment and Plan Addendum
Definitions

1. In addition to the capitalized terms defined elsewhere in the Agreement, the following capitalized terms shall have the following meanings:
 - (a) "Adjusted Service Value" for any Covered Service means (i) the fee provided for such Covered Service on Exhibit 1 attached hereto and made a part hereof multiplied by (ii) one of the following factors:
 - [i] 1.00 if the claim for the Covered Service was received by ATA within 90 days of the date on which Provider performed the Covered Service;
 - [ii] 0.50 if the claim for the Covered Service was received by ATA more than 90 days after but within six months of the date on which Provider performed the Covered Service; or
 - [iii] 0.00 if the claim for the Covered Service was received by ATA more than six months after the date on which Provider performed the Covered Service.
 - (b) "Amount Payable" for any Covered Service means the amount determined by the difference of (i) the Total Compensation Amount for such Covered Service and (ii) Provider's total available reimbursement from patient copayments, coinsurance, deductibles and primary insurance payments, if applicable, for such Covered Service (regardless of whether or not such payments are actually received by Provider).
 - (c) "Distributable Cash" for any Pool at any time means the Pool Cash Balance at the time of measurement minus:
 - (i) Claims payable (processed but not yet paid) for all Covered Services rendered by Out-of-Network Providers to Beneficiaries under the Benefit Contract creating such Pool;
 - (ii) Claims payable (processed but not yet paid) for all Covered Services rendered by Non-Pool Participating Providers to Beneficiaries under the Benefit Contract creating such Pool;
 - (iii) ATA's estimate, as of the time of measurement, of incurred but not yet reported claim liabilities as of the last day of such month for Covered Services rendered by Out-of-Network Providers to Beneficiaries under the Benefit Contract creating such Pool;
 - (iv) ATA's estimate, as of the time of measurement, of incurred but not yet reported claim liabilities as of the last day of such month for Covered

Services rendered by Non-Pool Participating Providers to Beneficiaries under the Benefit Contract creating such Pool;

- (v) Claims payable (received but not yet paid) for Covered Services rendered by Participating Pool Providers to Beneficiaries under the Benefit Contract creating such Pool as of the last day of the month prior to the month in which the measurement occurs;
 - (vi) ATA's estimate, as of the time of measurement, of incurred but not yet reported claim liabilities for Covered Services rendered by Participating Pool Providers to Beneficiaries under the Benefit Contract creating such Pool as of the last day of the month prior to the month in which the measurement occurs.
- (d) "Monthly Percentage" for any Pool for any month means the percentage determined by ATA during such month by dividing (i) the Distributable Cash calculated by ATA for such month by (ii) ATA's estimate of the total Amounts Payable for all Covered Services to be provided during such month by all Participating Pool Providers to Beneficiaries under the Benefit Contract creating such Pool; provided, however, that in no event shall the Monthly Percentage for any Pool exceed 110%.
- (e) "Non-Pool Participating Provider" for any Pool means all Participating Providers who receive compensation for Covered Services to Beneficiaries under the Benefit Contract creating such Pool by any method other than the method set forth on Attachment A, including, without limitation, by the other methods of guaranteed fee arrangements, member or other capitation payments and case fees.
- (f) "Out-of-Network Providers" for any Pool means all providers of Covered Services to Beneficiaries under the Benefit Contract creating such Pool who are not subject to contractual arrangements with ATA related to their compensation from such Pool.
- (g) "Participating Pool Providers" for any Pool means all Participating Providers, including, without limitation, Provider, who receive compensation for Covered Services rendered to Beneficiaries under the Benefit Contract creating such Pool determined in accordance with Attachment A.
- (h) "Pool" means the reimbursement pool created by ATA for a Benefit Contract as determined by ATA. To create a Pool, ATA will deposit into the Pool an amount determined by multiplying the Pool Allotment Percentage by the amount that ATA receives from the Payer in connection with such Benefit Contract, after first deducting a contract management fee equal to \$.12 per covered member per month. ATA will retain as compensation for any and all ATA's services, and Provider shall have no right

to or claim against and waives any rights or claims to, the remainder of such amounts received from the Payer over the Pool amounts. ATA's responsibility to Provider, whether such responsibility is in contract or otherwise, shall, in each instance, be limited to the interest of ATA in the Pool, and Provider agrees to look solely to ATA's remaining interest in the Pool.

- (i) "Pool Allotment Percentage" for any Pool means the percentage of the aggregate payments that ATA receives from a Payer in connection with a Benefit Contract, after first deducting the \$.12 contract management fee, and that will be deposited in the Pool for such Benefit Contract as determined, from time to time, by negotiation between ATA and such Payer, or ATA. Provider acknowledges and agrees that ATA and such Payer, or ATA, may change the Pool Allotment Percentage from time to time effective upon notice to Provider. ATA shall notify Provider of the Pool Allotment Percentage for each Benefit Contract prior to the effective date of such Pool Allotment Percentage. The initial Pool Allotment Percentage shall be 90%.
- (j) The "Pool Cash Balance" for any Pool at any time means (i) actual cash in the Pool at such time minus (ii) the aggregate cost through such time of any performance bond or letter of credit required to secure ATA's performance under its contracts.
- (k) "Service Month" for any Covered Service means the month in which such Covered Service was performed.
- (l) "Total Compensation Amount" for any Covered Service rendered to a Beneficiary under a Benefit Contract creating a Pool means (i) the Adjusted Service Value for such Covered Service multiplied by (ii) such Pool's Monthly Percentage for the Service Month for such Covered Service.

Exhibit 1
To Amendment and Plan Addendum
Adjusted Service Value Fee Schedule

Payer: AMERIGROUP Florida, Inc. (d/b/a AMERIGROUP Community Care)

Product: Medicaid and Healthy Kids

All Outpatient Physical Therapy, Occupational Therapy and/or Speech Therapy authorized Covered Services shall be paid as set forth below.

	<u>CPT code</u>	<u>fee</u>
Physical Therapy Evaluation	97001	\$55
Physical Therapy Re-evaluation	97002	\$55
Occupational Therapy Evaluation	97003	\$55
Occupational Therapy Re-evaluation	97004	\$55
Speech Therapy Evaluation	92521-92524	\$55
Speech Therapy Re-evaluation	92521-92524	\$55

Subsequent Visits up to authorized visit limit in initial authorization: \$38

Evaluations, Re-evaluations, and Subsequent Visits in initial authorization are subject to reduction by applicable copayments and coinsurance which is the responsibility of the Provider and to collect from the Member.

Any and all authorized services after initial authorized visit limit shall be per episode of care (Extended Episode Fee) set forth below as per the level established by ATA, subject to ATA authorization and/or other claims payment interpretive requirements, and as may be set forth and further described in ATA's Provider Manual, notifications or network protocols, all established at ATA's sole and absolute discretion.

Level 1	\$72
Level 2	\$180
Level 3	\$290
Level 4	\$420
Level 5	\$600

Extended Episode Fees shall be paid in full in accordance with the Agreement upon Provider's submission of a claim for the first service date under the episode of care covered by the Extended Episode Fee and such shall be payment in full to Provider for any and all services to such Member. Extended Episode Fees are not reduced by copayments or coinsurance. . Copayments and coinsurance are the responsibility of and would be collected separately by Provider from the Member.

Reimbursement for **Custom Hand Splints** shall require a written authorization from ATA and will be reimbursed according to one of the following reimbursement levels:

Level 1:	\$ 50
Level 2:	\$ 75
Level 3:	\$100
Level 4:	\$150

The Level assigned to each approved Custom Hand Splint will be determined on a case by case basis by ATA and at its sole and absolute discretion.

Product: Medicare

All Outpatient Physical Therapy, Occupational Therapy and/or Speech Therapy authorized Covered Services shall be paid on an Episode Fee as set forth below.

All Physical Therapy, Occupational Therapy and/or Speech Therapy authorized Covered Services shall be paid per episode of care (Extended Episode Fee) set forth below as per the level established by ATA, subject to ATA authorization and/or other claims payment interpretive requirements, and as may be set forth and further described in ATA's Provider Manual, notifications or network protocols, all established at ATA's sole and absolute discretion.

Level 1	\$ 60
Level 2	\$180
Level 3	\$280
Level 4	\$380
Level 5	\$520

Extended Episode Fees shall be paid in full in accordance with the Agreement upon Provider's submission of a claim for the first service date under the episode of care covered by the Extended Episode Fee and such shall be payment in full to Provider for any and all services to such Member. Extended Episode Fees are not reduced by copayments or coinsurance. Copayments and coinsurance are the responsibility of and would be collected separately by Provider from the Beneficiary/Member.

Reimbursement for **Custom Hand Splints** shall require a written authorization from ATA and will be reimbursed according to one of the following reimbursement levels:

Level 1:	\$ 50
Level 2:	\$ 75
Level 3:	\$100
Level 4:	\$150

The Level assigned to each approved Custom Hand Splint will be determined on a case by case basis by ATA and at its sole and absolute discretion.