

**Neighborhood Health Plan of Rhode Island
Participating Provider Agreement**

This Participating Provider Agreement ("Agreement") by and between Neighborhood Health Plan of Rhode Island ("Neighborhood") and City of Central Falls (the "Provider") is made effective as of the 5th day of JUNE, 2017. Neighborhood and Provider may be referred to herein, collectively, as the "Parties" or, separately, as a "Party".

WHEREAS: Neighborhood is a Health Maintenance Organization ("HMO") licensed by the Rhode Island Department of health; and

WHEREAS: Provider is a health care facility and/ or professional health care practice that provides health care services to patients; and

WHEREAS: Neighborhood and Provider desire to contract with each other to have Provider make certain health care services available to Members on the terms and conditions provided herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged Provider and Neighborhood hereby agree as follows:

1. Definitions

When used in this Agreement, each of the following terms shall have the indicated meaning unless the context clearly requires otherwise:

- 1.1. **Administrative Guidelines and Provider Manual** means the policies, procedures and documents described in Section 3.1 below.
- 1.2. **Allowable Charge** means the maximum amount recognized by Neighborhood as a basis for payment to Participating Providers for Covered Services rendered to Members.
- 1.3. **Authorization** means the approval by Neighborhood for the provision of certain health care services by a health care Participating Provider.
- 1.4. **Complete Claim** means a Participating Provider request for payment, in either written or electronic format, for providing Covered Services to a Member as described in Section 3.1 below.
- 1.5. **Copayments or Deductibles** means any amounts that a Participating Provider is entitled to collect directly from a Member (whether expressed as a percentage or fixed dollar amount) in addition to any amounts payable to a Participating Provider by Neighborhood for Covered Services, as set forth in the Member Handbook.
- 1.6. **Covered Services** means those Medically Necessary inpatient, outpatient, professional, and ancillary health care services and supplies provided to Members for which Neighborhood has agreed to provide, arrange for or reimburse under the terms and conditions of the Member's benefit plan.

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- 1.7. **CMS** means the Centers for Medicare & Medicaid Services, a part of the federal Department of Health and Human Services.
- 1.8. **Medically Necessary** means services or supplies which, under the provisions of this Agreement are determined to be: (1) appropriate and necessary for the symptoms, diagnosis, treatment or maintenance of a Member's health; (2) provided for preventative care, or for diagnosis or direct care and treatment of a Member's medical condition or mental health status; (3) within standards of good professional practice within the applicable organized professional community; (4) the most appropriate available supply or level of service that can be provided safely to the Member.
- 1.9. **Medicare Advantage Agreement** means the agreement by which Neighborhood agrees to provide Covered Services to Members, all or part of whose health insurance premium is directly or indirectly paid to Neighborhood by CMS. This term includes any Neighborhood contract directly with CMS; a three way agreement among Neighborhood, CMS and the State of Rhode Island or one or more of its Departments ("the State"); or solely with the State as long as those payments directly or indirectly include payments from CMS, including payments made in connection with a Capitated Financial Alignment Demonstration (CFAD) or otherwise.
- 1.10. **Medicare Advantage Member** means any Member, all or part of whose health insurance premium is directly or indirectly paid to Neighborhood through the Medicare Advantage Agreement, whether that Agreement is a direct contract with CMS; a three way agreement among Neighborhood, CMS and the State; or solely with the State, as long as those payments directly or indirectly include payments from CMS, including payments made in connection with a CFAD or otherwise.
- 1.11. **Member** means an individual, his or her covered dependent(s) or similarly eligible person(s) who is/are entitled to have Covered Services paid by Neighborhood pursuant to the Member Handbook.
- 1.12. **Member Handbook** means the document Neighborhood makes available to Members that describes the Covered Services to which the Member is entitled.
- 1.13. **OHIC** means the Rhode Island Office of the Health Insurance Commissioner.
- 1.14. **Participating Practitioner** means those individually licensed health care professionals who have entered into an agreement with Neighborhood to provide Covered Services to Members and have been duly credentialed by Neighborhood.
- 1.15. **Participating Provider** means those health care providers, including licensed health care facilities and professional practices that have entered into an agreement with Neighborhood to provide Covered Services to Members. Provider is a Participating Provider by virtue of signing this Agreement.

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- 1.16. **Primary Care Practitioner ("PCP")** means a Participating Practitioner who provides primary care services (including family practice, general practice, internal medicine, obstetrics and gynecology, and/or pediatrics), manages routine health care needs and has been identified as the Primary Care Practitioner for one or more Members.
- 1.17. **Medicaid Products** means the RIte Care, Substitute Care, Children with Special Health Care Needs, Rhody Health Partners, Rhody Health Expansion and Unity products
- 1.18. **Commercial Products** means the Individual Market and Small Business Health Options Programs ("SHOP") products
- 1.19. **Integrity Product** means the Medicare/Medicaid Duals product

2. Provider Obligations

- 2.1. **Provision of Covered Services** - Provider agrees to provide, upon referral from the Member's PCP, if required, Covered Services to Members pursuant to the terms of this Agreement, Neighborhood policies and procedures described in the Administrative Guidelines and Provider Manual, applicable standards of care and Provider's training, licensure status and competence. If Provider is not a PCP, Provider agrees to submit in a timely fashion a report of findings to the referring PCP and to cooperate with Neighborhood in the consideration of any Member complaints regarding Provider's services. Provider shall perform services for Members in the same manner and in accordance with the same standards offered to all Provider patients subject to the requirements imposed by this Agreement and/or the Neighborhood Administrative Guidelines / Provider Manual. Provider further agrees not to unlawfully differentiate or discriminate in the treatment of Members or in the quality of services delivered to Members.
- 2.2. **Standard of Care** - Provider will use good faith and diligent efforts to assure that all health care services provided under this Agreement are: of high quality; efficiently performed and Medically Necessary; provided in a culturally competent manner, in accordance with professionally recognized standards of care and all applicable laws, rules and regulations and consistent with applicable precepts of professional ethics. For purposes of this Agreement culturally competent services are those that meet the racial, ethnic, and linguistic needs of the Member. Provider shall assure open communication with Members regarding medically necessary care or appropriate treatment alternatives, regardless of benefit coverage limitations.
- 2.3. **Cooperation with Quality Improvement, Utilization Review and Similar Programs** –
 - 2.3.1. Provider agrees to reasonably cooperate with the utilization management, disease management, case management, complaint resolution, quality improvement and similar programs established by Neighborhood from time to time. In regards to the

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Neighborhood commercial products, Provider agrees to cooperate with administrative efficiency efforts required of Neighborhood and Participating Providers in order to comply with the applicable Rate Approval Conditions imposed on Neighborhood by OHIC. The Parties agree to utilize the established operational process for meetings to achieve greater administrative efficiencies, such as improvements in claims and eligibility verification processes.

- 2.3.2. The Parties also agree to relinquish the right of either Party to contest the public release of any and all information, specific to the Neighborhood commercial products, related to the OHIC Rate Approval Conditions applied to Neighborhood, provided that either Party may at any time request of OHIC that it maintains specific contract terms or portions thereof as confidential.
- 2.3.3. Provider also agrees to use Provider's good faith, best efforts to prescribe medically necessary medications for Members in accordance with any Neighborhood drug formularies made available to Provider by Neighborhood.

2.4. Provider Representations and Warranties - Provider hereby represents and warrants that at all times during the term of this Agreement, Provider will:

- 2.4.1. Be duly licensed to provide the health care services it provides to Members, and require each Participating Practitioner employed or retained by Provider to be duly licensed to practice his or her profession under the laws and regulations of each state in which the Participating Practitioner provides health care services, and such license(s) will not have been revoked, rescinded, limited, suspended or the equivalent;
- 2.4.2. Require, if applicable, each Participating Practitioner physician employed or retained by Provider to maintain active or consulting hospital privileges in good standing at least one hospital that is licensed in Rhode Island and is a Participating Provider, and such privileges shall not have been revoked, rescinded, limited, suspended or the equivalent, either through formal action by the institution or facility or through any voluntary agreement;
- 2.4.3. Require each Participating Practitioner employed or retained by Provider to maintain any specialty Board certification required by Neighborhood;
- 2.4.4. Require each Participating Practitioner employed or retained by Provider to complete and sign a version of Attachment 2;
- 2.4.5. Furnish Covered Services to Members at all locations at which Provider furnishes health care services to any other patient;
- 2.4.6. Maintain adequate medical records relating to the provision of health care services to Members, consistent in form and content with applicable law and professional

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standards and Provider shall maintain all medical records relating to Members for the greater of Ten (10) years or the length of time Provider is required to maintain patient records under applicable state law, which obligations shall not terminate upon termination of this Agreement; and

- 2.4.7. Abide by, and require its employed or retained Participating Practitioner(s) to abide by, this Agreement;
- 2.5. **Provider Notification Responsibilities** - Provider agrees to immediately notify the Neighborhood Medical Director of any of the following events related to either the Provider or a Participating Practitioner employed or retained by Provider:
- 2.5.1. The revocation, rescission, limitation, suspension or the equivalent of the licensure or Participating Provider status of Provider or one of its Participating Practitioners by any governmental agency or professional society, medical staff privileges at any hospital, or the requirement of supervision of Provider or one of its Participating Practitioners, either through formal action by the agency or society, or through any voluntary agreement;
- 2.5.2. Any criminal action brought against Provider or one of its Participating Practitioners;
- 2.5.3. The existence and basis of any pending proceeding before a court, governmental or regulatory body against Provider, or any Participating Practitioner employed or retained by Participating Provider, instituted by any employer, governmental agency, health care group or facility, professional review organization, or professional society which involves any allegation of substandard conduct or professional misconduct; and
- 2.5.4. Any allegation of substandard conduct or professional misconduct raised against Provider, or any Participating Practitioner employed or retained by Provider, during the term of this Agreement by any Member.
- 2.6. **Referrals** - Prior to making a referral, Provider agrees to seek Authorization in accordance with Neighborhood policies and procedures. Provider agrees to use good faith and diligent efforts to refer only to Participating Practitioners and Participating Providers, including physicians, laboratories, home care providers, pharmacies, optometrists, ophthalmologists, mental health Participating Providers and other facilities, subject to patient choice and Medical Necessity. Services requiring use of inpatient facilities must be Authorized by Neighborhood in accordance with Neighborhood referral policies and procedures.
- 2.7. **Neighborhood Subcontracting or Delegation** - Neighborhood may subcontract or delegate the performance of some of its obligations under this Agreement to qualified persons or entities. In the event of such subcontracting or delegation, the agent of Neighborhood shall be entitled to enforce the terms of this Agreement in the name of Neighborhood to the

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same extent as though the agent were a Party to this Agreement.

- 2.8. **Participating Provider Listing** - Provider agrees that Provider and the Participating Practitioners employed or otherwise retained by the Provider may be included on Neighborhood's roster of Participating Providers.
- 2.9. **Audits** - Neighborhood will have the right, from time to time, to conduct, or have conducted by a third party, audit and evaluation of Provider's records and facilities with respect to claim reimbursement and Covered Services provided to Members. Upon reasonable notice, Provider will cooperate with, and provide all information necessary or appropriate for, such audits and evaluations. During reasonable office hours Provider will allow Neighborhood or a duly authorized third party to inspect the Member medical records maintained by Provider per Neighborhood's Administrative Guidelines and Provider Manual.

3. Neighborhood Obligations

- 3.1. **Administrative Guidelines, Provider Manual, and Payment Policies** - Neighborhood shall establish and revise from time to time Administrative Guidelines, Provider Manual, and Payment Policies setting forth requirements for providing Covered Services to Members, including but not limited to credentialing requirements, due process rights with respect to adverse credentialing decisions, utilization review, referrals to Participating Providers, claims submission requirements and other administrative requirements. The Provider Manual, applicable Administrative Guidelines, and Payment Policies will be made available on Neighborhood's website, www.nhpri.org.
- 3.2. **Representations and Warranties** - Neighborhood hereby represents and warrants that at all times during the term of this Agreement, Neighborhood will:
 - 3.2.1. Be duly licensed by the State of Rhode Island as a health maintenance organization;
 - 3.2.2. Be accredited by the National Committee on Quality Assurance ("NCQA");
 - 3.2.3. Comply with all laws, regulations and other governmental directives applicable to Neighborhood; and
 - 3.2.4. Abide by the Administrative Guidelines and Provider Manual.

4. Billing and Payment

- 4.1. **Compensation** - Provider agrees to accept as payment in full of any Provider bill submitted to Neighborhood for Covered Services, and Neighborhood agrees to pay Provider, in accordance with Attachment 5, less applicable Copayments and Deductibles, coordination of benefits payments received by Provider and other third party recoveries by Provider.

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Authorization does not ensure that the services provided will ultimately constitute Covered Services.

- 4.2. Member Hold Harmless - Provider agrees that in no event, including but not limited to, non-payment by Neighborhood, Neighborhood's insolvency, or breach of this Agreement, shall Provider bill, charge, collect a deposit from, or have recourse against a Member or persons acting on their behalf, for Covered Services provided pursuant to this Agreement. This provision shall not prohibit Provider from collecting Copayments and Deductibles in accordance with the Member Handbook, Provider Manual and Administrative Guidelines. Provider further agrees that this provision: (1) shall survive the termination of this Agreement regardless of the cause giving rise to termination and shall be construed to be for the benefit of the Member; and that (2) this provision supersedes any oral or written contrary agreement now existing or hereafter entered into between Provider and Members or persons acting on their behalf.
- 4.3. Billings and Claims Submission - Provider shall submit a Complete Claim for payment to Neighborhood within Ninety (90) days of the date services are provided to Members, in a format acceptable to Neighborhood as specified in the Administrative Guidelines and Provider Manual. If Neighborhood determines that a claim is not complete, Neighborhood will notify Provider in writing of the reason for denying or pending the claim and what additional information, if any, is required to process the claim. The Provider has Three Hundred and Sixty Five (365) days from the date of such notice to make it a complete claim and resubmit it to Neighborhood. Notwithstanding the foregoing, there shall be no time limit on claims if Provider's failure to comply is caused by a directive from a court or federal or state agency or is due to matters beyond the Provider's control and not caused by the Provider. Providers that utilize third party billers are responsible for conducting oversight on such third party billers and ensuring that the third party biller adheres to the contractual time frames established in this Section. Notwithstanding any other provisions of this Section, if Provider has submitted a claim to another payer and through application of coordination of benefits principles Neighborhood is subsequently determined to have primary responsibility for paying the claim, Neighborhood will pay Complete Claims submitted by Provider to Neighborhood within Ninety (90) days of the date Provider received notice from the other payer that the payer declined payment because they believed Neighborhood was the primary payer.
- 4.4. Prompt Payment - Neighborhood agrees to pay Complete Claims pursuant applicable legal requirements for the prompt payment of Complete Claims, including, without limitation, Rhode Island General Laws Section 27-41-64.
- 4.5. Confirmation of Eligibility - Neighborhood will maintain systems for confirming Member eligibility, including without limitation making telephonic confirmation of eligibility available during Neighborhood's regular business hours. Confirmation of a Member's eligibility by Neighborhood will not constitute a guaranty that all services provided by Provider will constitute Covered Services; such confirmation will only guaranty payment for services rendered which are ultimately determined to be Covered Services.

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- 4.6. **Provider Billing Information** - Provider agrees to provide Neighborhood with the billing information contained in Attachment 1. Provider agrees to provide Neighborhood with Sixty (60) days written notice prior to any changes to the information in Attachment 1.
- 4.7. **Billing Members for Non Covered Services** – The Provider and Neighborhood acknowledge that a Member may request certain services which are not Covered Services or for which no referral has been provided. If a Member requests services which are not Covered Services or for which no referral has been provided the Provider will advise the Member of his or her financial responsibility prior to rendering such services and that Neighborhood will not pay for said services, and will comply with all CMS and other legal requirements for the delivery of an Advance Beneficiary Notice of Non- coverage.
- 4.8. **Coordination of Benefits**
- 4.8.1. Neighborhood and Provider shall cooperate and exchange information regarding alternative health coverage of Members and other information relative to coordination of benefits. Neighborhood will follow the Order of Benefit Determination Rules promulgated from time to time by the Rhode Island Department of Business Regulation (“DBR”) and CMS. If Neighborhood has primary responsibility for payment, Provider shall accept reimbursement from Neighborhood under this Agreement as payment in full for Covered Services, except for Copayments or Deductibles. If Neighborhood has secondary responsibility for payment, Neighborhood will pay no greater amount than that which, when added to amounts payable to Provider from other sources under applicable coordination of benefit rules, equals one hundred percent of Provider’s reimbursement for Covered Services due under this Agreement. If Neighborhood has paid Provider when Neighborhood is not the primary payer, Provider agrees to refund or allow deduction from future payments the amount of such overpayment.
- 4.8.2. Provider agrees to inquire of each Member to whom Provider provides Covered Services as to the existence of any other group insurance or group benefit plan (including any coverage under state or federal statutes) or other third party liability which may provide payment for Covered Services rendered, and to cooperate with Neighborhood in processing such claims.
- 4.8.3. Provider agrees to bill other payers first when Provider has reason to believe that Neighborhood is likely not to be the primary payer for coordination of benefits purposes.
- 4.8.4. Neighborhood will notify Provider in writing when Neighborhood will not pay particular claims because other coverage appears to be primary.

5. Confidentiality of Records

- 5.1. **Regulatory Compliance** - Each Party agrees to maintain the confidentiality of individually identifiable health information in accordance with applicable state and federal laws,

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including without limitation the Health Insurance Portability and Accountability Act ("HIPAA") Final Regulations for Privacy of Individually Identifiable Health Information and the Health Insurance Reform: Security Standards Final Rule. The Parties agree that since: (1) this Agreement requires both of them to provide services under their respective HMO and health care provider licenses, they are each "Covered Entities" for HIPAA purposes, and (2) they are exchanging protected health information solely for purposes of treatment, payment and operations, they are not "Business Associates" for HIPAA purposes and HIPAA mandated business associate provisions need not be included in this Agreement or set forth in a separate agreement.

- 5.2. **Member Consent** - If the consent of a Member is legally required in order for Provider to release individually identifiable health information to Neighborhood, Provider agrees to obtain such consent. Neighborhood agrees that Provider shall be under no obligation to submit individually identifiable health information to Neighborhood if Member consent is required by applicable law and no such consent is obtained from the Member.
- 5.3. **Transfer of Medical Information** - Subject to all applicable federal and state laws and with appropriate patient consent when required, Provider agrees to provide copies of its medical record for a Member to any subsequent Participating Practitioner providing services to the Member upon request and at no charge to the Member. This provision shall survive termination of this Agreement and a Member's subsequent disenrollment from Neighborhood.
- 5.4. **Marketing and Logos** - Neighborhood will have the primary responsibility for marketing membership in Neighborhood and for providing Member orientation.
- 5.4.1. In conjunction with Neighborhood, Provider may develop Neighborhood promotional materials but must obtain approval from Neighborhood prior to publication or distribution of said materials. Provider may not represent in any marketing materials or through publicity of any kind that the State or CMS is a sponsor of the Provider's activities without prior approval of Neighborhood.
- 5.4.2. Neighborhood may list Provider's name in marketing materials as a participating provider in Neighborhood. Any other use of Provider's name, logo or service mark shall require Provider's prior consent. Provider agrees to cooperate reasonably with all Neighborhood marketing programs and activities.

6. Term and Termination

- 6.1. **Term and Renewal** - This Agreement shall be effective on the date of this Agreement first specified above. The Agreement shall thereafter continue for a term of Twelve (12) months and shall automatically renew for successive One (1) year periods unless terminated earlier in accordance with this Section.
- 6.2. **Termination of Agreement for Cause** - This Agreement may be terminated by either Party

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for cause at any time during the term of the Agreement upon Sixty (60) days prior written notice, unless the grounds for termination for cause have been remedied during the notice period. Grounds for termination for cause shall be:

- 6.2.1. The other Party's failure to perform its obligations under this Agreement;
 - 6.2.2. Provider's repeated and substantial delays in providing Covered Services, submitting Complete Claims, or providing medical records or reports;
 - 6.2.3. Filing of any petition seeking the voluntary bankruptcy, reorganization, liquidation or similar proceeding of the non-terminating Party or the filing of any involuntary bankruptcy, reorganization, liquidation or similar proceeding against the non-terminating Party and such proceeding is not dismissed within Sixty (60) days;
 - 6.2.4. Either Party's inability to participate without restriction in the Medicare or Medicaid programs, provided termination for this basis may be immediate; or
 - 6.2.5. Conduct of Provider deemed by Neighborhood's Medical Director to be a danger to Members' health, provided termination for this basis may be immediate. Termination of an individual Participating Practitioner may not result in termination of the Provider.
- 6.3. Continuity of Care - Termination of this Agreement shall not affect the method of payment or reduce the amount of reimbursement to the Provider by Neighborhood for any patient in active treatment for an acute medical condition at the time Provider terminates the contract with Neighborhood until the active treatment is concluded or, if earlier, One (1) year after termination. The Member hold harmless provisions of this Agreement shall continue in effect during the active treatment period.
- 6.4. Member Notification - Provider shall notify Neighborhood Members under the care of a Participating Practitioner that is terminating, prior to the effective date of the termination.

7. Amendment and Arbitration

- 7.2. Amendment – Neighborhood may, at its sole discretion, amend this Agreement from time to time including without limitation its Attachments, Appendices, the Administrative Guidelines and Provider Manual and Reimbursement, by giving the Provider at least Sixty (60) days prior written notice of the contents of the proposed change. An explanation of the contractual changes will be provided. If Provider desires not to accept a proposed amendment, Provider's sole recourse is to terminate this Agreement pursuant to Section 6.2 above.
- 7.3. Arbitration - The Parties agree to negotiate in good faith and in a timely manner to attempt to resolve any problems, complaints, or grievances that may arise under this Agreement. In the event a mutually satisfactory resolution cannot be reached and the matter does not

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involve an issue in which the Administrative Guidelines and Provider Manual grants Provider specific due process rights, the Parties agree to submit the matter to arbitration to be conducted in Rhode Island in accordance with the American Health Lawyers Association Alternative Dispute Resolution Service Rules of Procedure for Arbitration, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

8. Insurance and Indemnification

8.2. Insurance - Provider agrees that at all times during this Agreement Provider shall:

8.2.1. Maintain professional liability insurance in the minimum amounts of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in the aggregate covering each Participating Practitioner employed or retained by Provider who provides health care services to Members;

8.2.2. Maintain other commercially reasonable amounts of general liability, professional liability, errors & omissions, directors and officers, employment practices, cyber security, crime and such other insurance as is ordinarily maintained by similarly qualified individuals or organizations as may be required by Neighborhood from time to time; and

8.2.3. Require insurers to notify Neighborhood in writing at least Thirty (30) days prior to any cancellation or material change in Provider's professional or general liability insurance.

8.3. Indemnification - Each Party shall indemnify and hold harmless the other from and against any and all costs, expenses, debts, liabilities, damages, judgments and settlements (including reasonable attorneys' fees and legal costs) paid or incurred by the other as a result of, in connection with or arising out of, any suit (in law and equity), claim, action, proceeding or investigation entered into or brought or threatened against the other by any third party arising from either: (i) the negligent acts or omissions or intentional misconduct of the indemnifying Party, its employees, agents or invitees; or (ii) the indemnifying Party's failure to perform its obligations under this Agreement.

9. Miscellaneous


9.2. Independent Contractors - Nothing herein is intended to create nor shall it be deemed or construed to create any relationship between the parties hereto other than that of non-exclusive independent contractors. Except as expressly provided herein, neither of the parties hereto shall be construed to be the agent, employee, partner, co-venturer or owner of the other with respect to its performance under this Agreement.

9.3. Waiver - Failure to insist on strict performance of any provision of this Agreement shall not constitute a waiver of such provision. Waiver of a provision of this Agreement on any one

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occasion shall not be deemed to be a waiver of any other provision of this Agreement or as a waiver of such provision on any subsequent occasion.

- 9.4. Governing Law - This Agreement shall be governed by and construed in accordance with the laws of the State of Rhode Island.
- 9.5. Notices - For all notices required hereunder, acceptable forms of communication include hand delivery, facsimile, electronic mail, letter sent via U.S. mail return receipt requested, or express delivery via a delivery service that obtains a receipt upon delivery. Notices communicated via U.S. mail or express delivery shall be effective if sent to the physical address listed below or such other address as may be designated by the receiving Party in writing. Notices communicated via facsimile and electronic mail shall be effective if sent to the facsimile number and/or electronic mail address used by the Parties in the regular course of dealing with each other under this Agreement. Any and all notices required to be given to a party pursuant to the terms of this Agreement must be given by United States mail addressed as follows:

 **For Neighborhood:** Neighborhood Health Plan of Rhode Island
Director of Provider Network Management
910 Douglas Pike
Smithfield, RI 02917

For Provider: At the Primary Address Listed on Attachment 1.

- 9.6. Entire Understanding - This Agreement, including without limitation its Attachments, Appendices, the Administrative Guidelines and Provider Manual and the Neighborhood Allowable Charge, constitutes the entire understanding among the parties concerning the subject matter hereof. All of such materials are hereby incorporated herein by reference and shall be deemed and construed to be a part of this Agreement for all purposes. Any prior agreements, promises or negotiations are of no force and effect.
- 9.7. Assignment - Except as specifically provided otherwise in this Agreement, neither Party may assign its rights, nor delegate its duties under this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld.
- 9.8. Severability - The invalidity or unenforceability of any one or more phrases, sentences, clauses or provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement or any part thereof.
- 9.9. Counterparts - This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument.

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IN WITNESS HEREOF, the Parties have caused their duly authorized representative to agree, accept and execute this Agreement as of the date set forth below.

**Agreed and Accepted
City of Central Falls**

X
By _____
(signature)

James A. Diassa

Printed Name

Mayor

Its

06-5-17

Date

**Agreed and Accepted
Neighborhood Health Plan of Rhode
Island**

DocuSigned by:
Dave Burnett
By _____
(signature) CSE408
Dave Burnett

Printed Name

. Acting COO

Its

8/4/2017

Date

Reviewed per F.S.A.

Leonard Morganis
Administration & Finance Officer

Approved as to form and correctness

City Solicitor

Neighborhood Health Plan of Rhode Island

Attachment 1
Provider Billing Information

Provider Name:	City of Central Falls
Type of Health Care Provider:	Ambulance
Specialty (if physician):	
Primary Address:	PO Box 8879 Cranston RI 02920
Office Phone:	401 572-3120
E-Mail Address	Kdawson@the-dawson-group.com
Facsimile Number:	401 572-3351

All additional office locations and phone numbers:

List of all Participating Practitioners currently participating and billing under the practice or group name:

Billing Name:	N/A
Billing Address:	
Billing Contact:	
Billing Phone:	
Tax Identification No.:	
NPI No.:	

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**Attachment 1
Provider Billing Information**

Please Return To: Neighborhood Health Plan of Rhode Island
Provider Network Management
910 Douglas Pike
Smithfield, RI 02917

Neighborhood Health Plan of Rhode Island

Attachment 2 Practitioner Attachment to Neighborhood Agreement

I am a Participating Practitioner employed or otherwise retained by the Provider named below. The Provider has signed an Agreement ("Agreement") with Neighborhood Health Plan of Rhode Island, ("Neighborhood"), a copy of which has been made available to me for my review. I hereby agree to comply with those provisions of the Agreement that apply to a Participating Practitioner. Capitalized terms not otherwise defined in this Attachment will have the meanings set forth in the Agreement.

I specifically acknowledge the following:

1. In no event, including, but not limited to non-payment by Neighborhood, Neighborhood's insolvency, or its breach of the Agreement, shall I be entitled to bill, charge, collect a deposit from, or have any recourse against any Neighborhood Member, subscriber or enrollee for services provided under the Agreement, except for Copayments or Deductibles.
2. I will give the Provider at least Sixty (60) days advance written notice prior to terminating my employment or independent contractor relationship with the Provider.
3. I agree to comply with all applicable state and federal laws and regulations, including without limitation, rules and regulations promulgated by CMS, the State of Rhode Island pursuant to R.I. General Laws and the Department of Health amended Rules and Regulations for the Certification of Health Plans (R23-17.13-CHP) and the Neighborhood Policies and Procedures outlined in the Administrative Guidelines and Provider Manual.
4. I agree to comply with Attachments 3 (Medicaid requirements) and 4 (Medicare and CFAD requirements) as they relate to me personally.
5. I understand the components of Neighborhood's policy for all adverse decisions resulting in a change of contractual privileges of a credentialed Participating Practitioner. Neighborhood shall be deemed to have met the adequate notice and hearing requirements for due process for a Participating Practitioner if the following conditions are met:
 - 5.1. In the event of any adverse decision by Neighborhood resulting in a change of contractual privileges of the Participating Practitioner, Neighborhood shall notify the Participating Practitioner in writing of the reasons(s) for the proposed actions and Participating Practitioner shall be given the opportunity to appeal the actions prior to the implementation of the proposed action. The Participating Practitioner may waive Neighborhood's due process in writing. At no time will Neighborhood require their professional Participating Practitioner to waive their rights to appeal as a condition of their contractual agreement with Neighborhood. When Neighborhood has reason to suspect that there is immediate danger to a Member, Neighborhood and/or Plan shall immediately notify the Rhode Island Director of Health and shall take appropriate action to protect Members.

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**Attachment 2
Practitioner Attachment to Neighborhood Agreement**

- 5.2. Neighborhood shall maintain an internal appeal process for the Participating Practitioner that has reasonable time limits for the resolution of such internal appeals.
- 6. Termination of my participation in Neighborhood shall not affect the method of payment, reduce or increase the amount of reimbursement to the Provider by Neighborhood for any patient in active treatment for an acute medical condition at the time the patient's Participating Practitioner terminates participation with Neighborhood until the active treatment is concluded or, if earlier, one (1) year after the termination. During the active treatment period, I understand I will remain subject to all relevant Neighborhood policies and procedures, including but not limited to all of the reimbursement provisions that limit the patient's liability.
- 7. I understand that as a Participating Practitioner for Neighborhood, I must abide by the Principles of Medical Ethics and Professional Practice as written in the American Medical Association's Council for Ethical and Judicial Affairs which is updated and distributed annually.
- 8. I recognize that Neighborhood will have the right to require my compliance with the Agreement.

Name and Address of Group/Practice:

N/A

Signature of Participating Practitioner

Name and Address of Participating Practitioner:

Participating Practitioner Printed Name

Participating Practitioner NPI #

CAQH # (if applicable)

Date

Neighborhood Health Plan of Rhode Island

Attachment 3 Medicaid Required Provisions

Neighborhood's contract with the Rhode Island Department of Human Services requires Neighborhood to obtain the following agreements from Provider:

1. At all times during the term of this Agreement, and any renewal terms, Provider will ensure that neither Provider, nor its officers, directors, Five Percent (5%) or more equity owners, or employees, consultants or other personnel who provide services that are significant and material under this Agreement, or any of their affiliates, is, or will be, excluded or debarred from participation in Federal programs, including Medicaid. Provider also covenants to notify Neighborhood in writing immediately of any violation of the preceding representation by Provider.
2. Provider will disclose to Neighborhood the identity of any person who has:
 - 2.1. Been convicted of a criminal offense as described in Sections 1128(a) and 1182(b) (1), (2), or (3) of the Social Security Act;
 - 2.2. Had civil money penalties or assessments imposed under Section 1129A of the Social Security Act; or
 - 2.3. Been excluded from participation in Medicare, Medicaid, or any Federal or State health care programs; and such a person has:
 - 2.3.1. A direct or indirect ownership interest of Five (5) percent or more in the entity;
 - 2.3.2. Is the owner of a whole or part interest in any mortgage, deed of trust, note for other obligation secured (in whole or in part) by the entity or any of the property assets thereof, in which whole or part interest is equal to or exceed five (5) percent of the total property and assets of the entity;
 - 2.3.3. Is an officer or director of the entity, if the entity is organized as a corporation;
 - 2.3.4. Is a partner in the entity, if the entity is organized as a partnership;
 - 2.3.5. Is an agent of the entity; or
 - 2.3.6. Is a managing employee, that is (including a general manager, business manager, administrator or director) who exercises operational or managerial control over the entity, or who directly or indirectly conducts the day-to-day operations of the entity or part thereof, or directly or indirectly conducts the day-to-day operations of the entity or part thereof; or
 - 2.3.7. Formerly had a direct or indirect ownership interest to an immediate family member or a member of the person's household in anticipation of or following a

Neighborhood Health Plan of Rhode Island

Attachment 3 Medicaid Required Provisions

conviction, assessment of a civil monetary penalty, or imposition of exclusion.

For the purposes of this section, the following terms (agent, immediate family member, indirect ownership interest, member of household, and ownership interest) shall have the meaning specified in 42 CFR 1001.1001:

Agent means any person who has express or implied authority to obligate or act on behalf of an entity.

Immediate family member means a person's husband or wife; natural or adoptive parent; child or sibling; stepparent, stepchild, stepbrother, or stepsister; father-in-law, mother-in-law, daughter-in-law, son-in-law, brother-in-law, or sister-in-law; grandparent or grandchild; or spouse of a grandparent or grandchild.

Indirect ownership interest includes an ownership interest through any other entities that ultimately have an ownership interest in the entity in issue. (For example, an individual has a ten ownership interest in a corporation that wholly owns a subsidiary that is a fifty (50) percent owner of the entity in issue.)

Member of household means, with respect to a person, any individual with whom they are sharing a common abode as part of a single family unit, including domestic employees and others who live together as a family unit. A roomer or boarder is not considered a member of household.

Ownership interest means an interest in: (i) The capital, the stock, or the profits of the entity, or (ii) Any mortgage, deed, trust or note, or other obligation secured in whole or party by the property or assets of the entity.

3. Provider will comply with, and require its employed or retained Participating Practitioner(s) to comply with, all applicable laws, regulations and other governmental directives, including the maintenance of a fraud and abuse program that shall have the primary purpose of preventing, detecting, investigating, and reporting suspected Fraud and Abuse that may be committed by Participating Practitioners, Members, employees, or other third parties with whom the Provider contracts. The program shall include policies and procedures which shall provide detailed information about the False Claims Act, whistleblower protections and other Federal and State fraud and abuse related laws and which shall be made available to NHRPI to inspect and review upon reasonable request. Neighborhood will periodically monitor the Provider's fraud and abuse program to ensure compliance. In addition to State and federal reporting requirements Provider shall also report to Neighborhood any cases of suspected Medicaid fraud and abuse by practitioners, Members or employees within a minimum of 2 business days.

Neighborhood Health Plan of Rhode Island

Attachment 4 Medicare or Capitated Financial Alignment Demonstration (CFAD) Required Provisions

CMS requires that specific terms and conditions be incorporated into the Agreement between the Medicare Advantage Organization defined below (Neighborhood) and a First Tier Entity (such as Provider) or Downstream Entity to comply with the Medicare laws, regulations, and CMS instructions, including, but not limited to, the Medicare Prescription Drug, Improvement and Modernization Act of 2003, Pub. L. No. 108-173, 117 Stat. 2066 ("MMA"); and

Except as provided herein, all other provisions of the Agreement not inconsistent herewith shall remain in full force and effect. This Addendum shall supersede and replace any inconsistent provisions to the Agreement; to ensure compliance with required CMS provisions, and shall continue concurrently with the term of such Agreement.

NOW, THEREFORE, the parties agree as follows:

Additional Definitions. For purposes of this Addendum the following terms have the meaning designated:

Centers for Medicare and Medicaid Services ("CMS"): the agency within the Department of Health and Human Services that administers the Medicare program.

Completion of Audit: completion of audit by the Department of Health and Human Services, the Government Accountability Office, or their designees of a Medicare Advantage Organization, Medicare Advantage Organization contractor or related entity.

Downstream Entity: any party that enters into a written arrangement, acceptable to CMS, with persons or entities involved with the Medicare benefit, below the level of the arrangement between a Medicare organization (or applicant) and a first tier entity. These written arrangements continue down to the level of the ultimate provider of both health and administrative services.

Final Contract Period: the final term of the Medicare Advantage Agreement.

First Tier Entity: The Provider that is party to the Agreement.

Medicare Advantage ("MA"): an alternative to the traditional Medicare program in which private plans run by health insurance companies provide health care benefits that eligible beneficiaries would otherwise receive directly from the Medicare program. This term includes Neighborhood's provision of benefits to Medicare Advantage Members under the Medicare Advantage Agreement, whether that agreement is directly with Medicare; a three way agreement among Neighborhood, Medicare and the State of Rhode Island or one or more of its Departments ("RI"); or solely with RI, as long as the contract includes payments to Neighborhood directly or indirectly from Medicare. This term also specifically includes Neighborhood's participation in a Capitated Financial Alignment Demonstration (CFAD)."

Neighborhood Health Plan of Rhode Island

Attachment 4

**Medicare or Capitated Financial Alignment Demonstration (CFAD)
Required Provisions**

Medicare Advantage Organization ("MA organization"): Neighborhood Health Plan of Rhode Island.

Neighborhood Health Plan of Rhode Island

Attachment 4

Medicare or Capitated Financial Alignment Demonstration (CFAD) Required Provisions

Member or Enrollee: a Medicare Advantage eligible individual who has enrolled in or elected coverage through the Medicare Advantage Organization.

State Provider: (1) any individual who is engaged in the delivery of health care services in a State and is licensed or certified by the State to engage in that activity in the State; and (2) any entity that is engaged in the delivery of health care services in a State and is licensed or certified to deliver those services if such licensing or certification is required by State law or regulation.

Related Entity: any entity that is related to the MA organization by common ownership or control and (1) performs some of the MA organization's management functions under contract or delegation; (2) furnishes services to Medicare enrollees under an oral or written agreement; or (3) leases real property or sells materials to the MA organization at a cost of more than \$2,500 during a contract period.

1. **Audit Rights.** HHS, the Comptroller General, or their designees have the right to audit, evaluate, and inspect any pertinent information for any particular contract period, including, but not limited to, any books, contracts, computer or other electronic systems (including medical records and documentation of the first tier, downstream, and entities related to CMS' contract with the MA organization through 10 years from the final date of the final contract period of the contract entered into between CMS and the MA organization or from the date of completion of any audit, whichever is later. [42 C.F.R. §§ 422.504(i)(2)(i) and (ii)]
2. **Confidentiality and Access to Records.** Provider will comply, and will require any Downstream Entity to comply, with the confidentiality and enrollee record accuracy requirements, including: (1) abiding by all Federal and State laws regarding confidentiality and disclosure of medical records, or other health and enrollment information, (2) ensuring that medical information is released only in accordance with applicable Federal or State law, or pursuant to court orders or subpoenas, (3) maintaining the records and information in an accurate and timely manner, and (4) ensuring timely access by enrollees to the records and information that pertain to them. [42 C.F.R. §§ 422.504(a)(13) and 422.118]
3. **Hold Harmless.** Enrollees will not be held liable for payment of any fees that are the legal obligation of the MA organization. [42 C.F.R. §§ 422.504(i)(3)(i) and 422.504(g)(1)(i)]
4. **MME/CFAD Hold Harmless.** Enrollees (i.e. individuals who are eligible for both Medicare and Medicaid and are enrolled in or elected coverage through the Medicare Medicaid Plan (Neighborhood)) will not be held liable for Medicare Part A and B cost sharing. Specifically, services covered by Medicare Parts A and B must be provided at zero cost-sharing as part of the integrated package of benefits. Provider may not, and will require any Downstream entity not to, impose cost-sharing for services covered by Medicare Parts A and B. State Providers will be informed of Medicare and Medicaid benefits and rules for enrollees eligible for Medicare and Medicaid. Provider will: (1) accept the MA organization payment as payment in full, or (2)

Neighborhood Health Plan of Rhode Island

Attachment 4

Medicare or Capitated Financial Alignment Demonstration (CFAD) Required Provisions

- bill the appropriate State source. [42 C.F.R. §§ 422.504(i)(3)(i) and 422.504(g)(1)(i)]
5. Compliance with Contractual Obligations. Any services or other activity performed in accordance with a contract or written agreement by Provider or a Downstream Entity will be consistent and comply with the MA organization's contractual obligations. [42 C.F.R. § 422.504(i)(3)(iii)]
 6. Prompt Payment. The MA organization and Provider acknowledge that the MA organization's prompt payment obligations to Provider are set forth in Section 4.4 of the Agreement. [42 C.F.R. §§ 422.520(b)(1) and (2)]
 7. Compliance with Laws, Regulations and Instructions. Provider and any Related Entity, contractor or subcontractor will comply with all applicable Medicare laws, regulations, and CMS instructions. [42 C.F.R. §§ 422.504(i)(4)(v)]
 8. Certification of Data. The chief executive officer of Provider, the chief financial officer, or an individual delegated the authority to sign on behalf of one of these officers, shall certify from time to time, as requested by the MA organization, that the encounter data and other data supplied by Provider (based on their best knowledge, information, and belief) are accurate, complete and truthful. 42 CFR §422.504(i)(3).
 9. Interference With Health Care Professionals' Advice. The MA organization may not prohibit or otherwise restrict a health care professional, acting within the lawful scope of practice, from advising or advocating on behalf of a Medicare enrollee about the Medicare enrollee's health status, medical care or treatment options (including any alternative treatments that may be self-administered), including the provision of sufficient information to the Medicare enrollee to provide the Medicare enrollee an opportunity to decide among relevant treatment options, the associated risks, benefits, and consequences of treatment or non-treatment or the opportunity for the Medicare enrollee to refuse treatment and to express preferences about future treatment decisions. 42 CFR § 422.206(a)(1).
 10. Culturally-competent. Provider must provide information regarding treatment options in a culturally-competent manner, including the option of no treatment and ensure that persons with disabilities have effective communications with other providers in making decisions regarding treatment options. 42 CFR §422.206(a)(2).
 11. Services. Provider agrees to provide and perform services consistent with and in compliance with: (a) the Medicare Advantage Agreement; (b) federal program participation requirements; (c) the MA organization's policies and procedures that implement the benefits to be covered under the Medicare Advantage Agreement and Part D; and (d) all laws, regulations, and CMS instructions applicable to Provider for services to Medicare Members. 42 CFR §504(i)(4).

Neighborhood Health Plan of Rhode Island

Attachment 4

Medicare or Capitated Financial Alignment Demonstration (CFAD) Required Provisions

12. Advance Directives. Provider shall prominently document in each Medicare Member's medical record whether he or she has executed an advance directive. 42 CFR §422.128.
13. Subcontracting. If Provider subcontracts any services under the Agreement to other providers or vendors, such vendors and providers must agree to comply with the provisions contained in this Addendum. 42 CFR §422.504(i)(3)(iii), 422.504(i)(4).
14. Addendum Controls. In the event this Addendum contains provisions that conflict with the Agreement, the provisions of this Addendum shall control.

Neighborhood Health Plan of Rhode Island

Attachment 5 Reimbursement Rates

1. **Medicaid Products' Reimbursement Rates**
 - 1.1. For Covered Services and Reimbursable Services, the Neighborhood Medicaid Products Standard Ambulance Fee Schedule applies.
2. **Commercial Products' Reimbursement Rates**
 - 2.1. For Covered Services and Reimbursable Services, the Neighborhood Commercial Products Ambulance Standard Fee Schedule applies.
3. **INTEGRITY Product Reimbursement Rates**
 - 3.1. For Covered Services and Reimbursable Services, the Neighborhood INTEGRITY Product Standard Fee Schedule applies.
4. **Reimbursement Notes**
 - 4.1. For Medicaid products, reimbursement is inclusive of all Neighborhood reimbursement policies.
 - 4.2. For commercial products, reimbursement is inclusive of all Neighborhood reimbursement policies.
 - 4.3. For the INTEGRITY product reimbursement is inclusive of all Medicare and Neighborhood reimbursement policies.
 - 4.4. Neighborhood reserves the right to evaluate and amend its Fee Schedules at its sole discretion.

Neighborhood Health Plan of Rhode Island

Attachment 6 The INTEGRITY Product

The INTEGRITY (Medicare/Medicaid Duals) Product is effective as of the effective date of the Agreement, by and between Neighborhood and the Provider, which is a contracted, in-network, provider of health care and related services for members of Neighborhood.

WHEREAS, Provider and Neighborhood are parties to an agreement pursuant to which Provider has agreed to provide certain health care or related services to Neighborhood members in exchange for payment by Neighborhood (the "Agreement"); and

WHEREAS, pursuant to the terms of the Agreement Neighborhoods permitted to amend the Agreement by written notice to Provider; and

WHEREAS, the Agreement describes Provider's obligations to provide health care and related services to Neighborhood members in accordance with the requirements of the Rhode Island Medicaid program and, as applicable, the requirements of the federal Medicare program, including, without limitation, the requirements for Part C Medicare Advantage plans; and

WHEREAS, the United States Department of Health and Human Services Centers for Medicare and Medicaid Services ("CMS") and the State of Rhode Island ("the State") have entered in to a Memorandum of Understanding, dated on or about July 28, 2015, (the "MOU") Regarding a Federal-State Partnership to Test a Capitated Financial Alignment Model for Medicare-Medicaid Enrollees, Medicare-Medicaid Alignment Integrated Care Initiative Demonstration (the "Demonstration"); and

WHEREAS, the MOU provides that CMS and the State will enter into a three-way contract with one or more Medicare-Medicaid Plans ("MMP") that will provide integrated benefits to those Medicare-Medicaid beneficiaries who reside in the State and who choose to participate in the Demonstration; and

WHEREAS, Neighborhood has developed an MMP (the "Neighborhood MP" or "Integrity") and intends to enter into a three-way contract with CMS and the State (the "Three-Way Contract") to provide a benefit plan that integrates Medicare and State Medicaid benefits for those Medicare-Medicaid beneficiaries who reside in the State and who choose to participate in the Demonstration; and

WHEREAS, Neighborhood desires to include Provider as a participating provider in Neighborhood's MMP in accordance with the terms of the Agreement.

NOW, THEREFORE, in consideration of the mutual promises herein contained, and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Neighborhood and Provider agree as follows:

1. Provider shall be a participating provider in the Integrity Product and that Provider shall provide Covered Services to Integrity Members in accordance with the Integrity benefits plan. The terms of the Agreement, including, without limitation, that

Neighborhood Health Plan of Rhode Island

**Attachment 6
The INTEGRITY Product**

applicable Medicare and Rhode Island Medicaid provisions of the Agreement, are hereby incorporated herein by reference. The Three-Way Contract, as of the date signed by Neighborhood, is also incorporated herein by reference. In the event that the Three-Way Contract conflicts with or is contrary to the terms of the Agreement, the terms of the Three-Way Contract shall control with respect to Provider's obligations as a participating provider in Integrity.

Neighborhood Health Plan of Rhode Island

Attachment 7 Provider Entity Disclosure Form

Purpose

Federal regulations set forth in 42 CFR Part 455 Subpart B require Provider Entities who are entering into or renewing a provider agreement to disclose to managed care organizations that contract with a Medicare/Medicaid agency: a) information on ownership and control, b) information related to business transactions, and c) information on persons who have ownership or control interest and have been convicted of crimes related to the person's involvement in Medicare, Medicaid, or the Title XX services program.

Completion and submission of this Disclosure Form is a condition of participation under Rhode Island's Medicaid Program and is also part of a provider's contractual obligation with Neighborhood. Failure to submit requested information may result in a refusal by Neighborhood to enter into a provider agreement or contract, or in termination of existing provider agreements and contracts.

I. Disclosure Timeframes:

1. Disclosures of Ownership and Control are due to Neighborhood:
 - a) Upon the Provider Entity or Provider Person submitting the provider application;
 - b) Upon the Provider Entity or Provider Person executing the provider agreement;
 - c) Within 35 days of a request from Rhode Island's Executive Office of Health and Human Services' (EOHHS);
 - d) Upon Neighborhood's request for information from the Provider Entity or Provider Person for re-credentialing/re-contracting; and
 - e) When there are significant changes to the information required on this form, for example: an ownership change, the addition of a new managing employee, or the change of your business location.
2. Disclosures of Business Transactions are due to Neighborhood within 35 days of EOHHS' request or the request of the Secretary.
3. Disclosures of Criminal Convictions are due to Neighborhood:
 - a) Upon submission of the provider application;
 - b) Upon execution of renewal of the provider agreement;
 - c) Upon Neighborhood's request for information from the Provider Entity or Provider Person for re-credentialing/re-contracting; and
 - d) At any time upon written request by EOHHS.

Neighborhood Health Plan of Rhode Island

Attachment 7 Provider Entity Disclosure Form

II. Definitions:

Group of Practitioners: two or more health care practitioners who practice their profession at a common location (whether or not they share common facilities, common supporting staff, or common equipment).

Immediate Family Member: a person's husband or wife; natural or adoptive parent; child or sibling; stepchild, stepbrother or stepsister; father-, mother-, daughter-, son-, brother- or sister-in-law; grandparent or grandchild; or spouse of a grandparent or grandchild.

Indirect Ownership Interest: an ownership interest in an entity that has an ownership interest in the disclosing entity. This term includes an ownership interest in any entity that has an indirect ownership interest in the disclosing entity.

Member of a household: with respect to a person, any individual with whom they are sharing a common abode as part of a single family unit, including domestic employees and others who live together as a family unit. A roomer or boarder is not considered a member of a household.

Other Disclosing Entity: any other Medicaid disclosing entity and any entity that does not participate in Medicaid, but is required to disclose certain ownership and control information because of participation in any of the following programs:

- a) Any hospital, skilled nursing facility, home health agency, independent clinical laboratory, renal disease facility, rural health clinic, or health maintenance organization that participates in Medicare (Title XVIII);
- b) Any Medicare intermediary or carrier; and
- c) Any entity (other than an individual provider or group of practitioners) that furnishes, or arranges for the furnishing of, health-related services for which it claims payment under any plan or program established under Title V or Title XX of the Act.

Ownership Interest: the possession of equity in the capital, the stock, or the profits of the disclosing entity.

Person with Ownership or Control Interest: a person or corporation that:

- a) Has an ownership interest totaling 5 percent or more in a disclosing entity;
- b) Has an indirect ownership interest equal to 5 percent or more in a disclosing entity;
- c) Has a combination of direct and indirect ownership interests equal to 5 percent or more in a disclosing entity;
- d) Owns an interest of 5 percent or more in any mortgage, deed of trust, note, or other obligation secured by the disclosing entity if that interest equals at least 5 percent of the value of the property or assets of the disclosing entity;
- e) Is an officer or director of a disclosing entity that is organized as a corporation; or
- f) Is a partner in a disclosing entity that is organized as a partnership.

Significant Business Transaction: any business transaction or series of transactions that, during any one fiscal year, exceed the lesser of \$25,000 or 5 percent of a provider's total operating expenses.

Subcontractor:

Neighborhood Health Plan of Rhode Island

Attachment 7

Provider Entity Disclosure Form

- a) An individual, agency, or organization to which a disclosing entity has contracted or delegated some of its management functions or responsibilities of providing medical care to its patients; or
- b) An individual, agency, or organization with which a fiscal agent has entered into a contract, agreement, purchase order, or lease (or leases of real property) to obtain space, supplies, equipment, or services provided under the Medicaid agreement.

Supplier: an individual, agency, or organization from which a provider purchases goods and services used in carrying out its responsibilities under Medicaid (e.g., a commercial laundry, a manufacturer of hospital beds, or a pharmaceutical firm).

Wholly Owned Supplier: a supplier whose total ownership interest is held by a provider or by a person(s) or other entity with an ownership or control interest in a provider.

Neighborhood Health Plan of Rhode Island

Exhibit A

Disclosure Form for Provider Entities

In order to participate with Neighborhood, disclosure of your ownership information is required as mandated by the Centers for Medicare and Medicaid Services (CMS), the U.S. Department of Health and Human Services (HHS), the State of Rhode Island Executive Office of Health and Human Services (EOHHS) and 42 CFR Part 455.104-106. If you are already a participating **Provider Entity** with Neighborhood, completion of this form is required as part of the re-credentialing process to continue your participation with Neighborhood.

Directions: Use this form if you are applying for network participation as a **Provider Entity** (a Medicare/Medicaid provider-other than an individual practitioner or group of practitioners, or a fiscal agent), if you are re-credentialing or re-contracting the **Provider Entity**, or if there have been significant changes to the information required on this form, for example: an ownership change, the addition of a new managing employee, or the change of your business location. A **Provider Entity** is a business entity, i.e. a partnership or corporation that provides covered services to Neighborhood members. Please answer all questions as of the current date. If additional space is needed, please note on the form that the answer is being continued, and attach a sheet referencing the item number. If a question is not applicable, please respond with "N/A" for that question. No question should be left blank. Please return this form to Neighborhood and retain a copy for your records.

I. Identifying Information:

Provider Entity Name: City of Central Falls	Provider Entity Address: <i>(Legal entities must provide, as applicable their primary business address, every business location, and P.O. Box address.)</i> Po Box 8879 Cranston RI 02920
Provider DBA Name: <i>(if different from Provider Entity Name)</i>	Provider Entity TIN: 05-6000063
Provider Entity NPI #: 1861539744	Medicaid/Medicare Provider Entity ID #: 9007332 / 599007332
Provider Entity Contact Person: Kimberly Dawson	Provider Entity Phone: 401 572 3120

II. Ownership and Control Interest/Criminal Conviction Information:

An **Owner** is a person or business entity which owns 5% or more of the assets, stock or profits of the **Provider Entity** (see 42 CFR §455.102 on how to determine ownership or control percentages). This ownership of 5% or more may be **Direct** or **Indirect** (see definitions). In addition to ownership of stock, an **Owner** is also a person who owns a legal obligation like a mortgage or loan that is secured by the assets of the **Provider Entity**.

A person with **Control Interest** is someone who directs the **Provider Entity** and includes Directors, Trustees and Officers of Corporations and Partners in a Partnership.

A **Managing Employee** is a general manager, business manager, administrator, director, or other individual

Neighborhood Health Plan of Rhode Island

Exhibit A Disclosure Form for Provider Entities

who exercises operational or managerial control over, or who directly or indirectly conducts the day-to-day operation for the Provider Entity.

An Agent is any person who has been delegated the authority to obligate or act on behalf the Provider Entity.

Directions: Please provide the following information for Owners, persons with Control Interests, Managing Employees and Agents of the Provider Entity.

A. Master List *Attach a separate sheet if additional space is needed:*

Name:	Address: (Individuals must provide their home address. Legal entities must provide, as applicable their primary business address, every business location, and P.O. Box address.)	DOB:	FTIN:	Ownership %:	Title:
Kimberly Dawson	PO Box 8879 Cranston RI 02920	2/28/69	—	0	Practice Manager Authorized Agent

*If an individual is identified as a potential positive match during Neighborhood's process for monitoring exclusions from participation in Federal Healthcare programs, the individual will be asked to provide additional information such as a Social Security Number to further validate the match.

B. Specific Questions

- 1) Is any person on the Master List related to another person on the Master List as a spouse, parent, child, or sibling? Yes No
If yes, please list the individuals and indicate the relationship(s).

Name of person 1:	Name of person 2:	Relationship:
N/A		

- 2) Does any person or entity on the Master List have an Ownership or Control Interest in any Other Disclosing Entity (see definition)? Yes No
If yes, please provide the information requested below:

Name (on Master List):	Other Disclosing Entity Name:	% Interest
Other Disclosing Entity Address: (Legal entities must provide, as applicable their primary business address, every business location, and P.O. Box address.)		
N/A		
Name: (on Master List)	Other Disclosing Entity Name:	% Interest
Other Disclosing Entity Address: (Legal entities must provide, as applicable their primary business address, every business location, and P.O. Box address.)		

Neighborhood Health Plan of Rhode Island

Exhibit A
Disclosure Form for Provider Entities

Title:	DOB:	% Interest:
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V. Provider Entity Attestation, Signature, and Date:

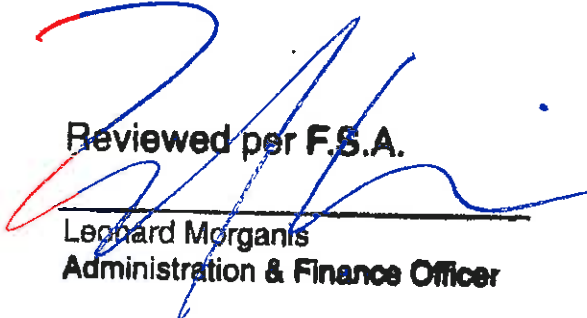
INDIVIDUAL STATEMENT: I certify that information on this form, and any attached documentation has been reviewed by me, and is true, accurate and complete, to the best of my knowledge. I will notify Neighborhood of any additions or changes to this information immediately. Additionally, I understand that false statements or representations of the required disclosures may be prosecuted under applicable federal or state laws (42 CFR § 455.106).

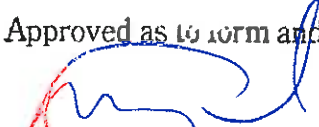
X
Signature: 

Date: 6.5.17

Printed Name: James A Diessa

Date stamps and the signature of anyone other than the person legally authorized to sign on behalf of the entity, are not acceptable.


Reviewed per F.S.A.
Leonard Morganis
Administration & Finance Officer

Approved as to form and correctness

City Solicitor

Neighborhood Health Plan of Rhode Island

Exhibit B Neighborhood Regulatory Compliance Monitoring Certification

As the undersigned, you certify to the best of your belief and knowledge that you and your subcontractors, as applicable, comply with the following regulatory requirements:

1. Employment Practices and Equal Opportunity Laws. Relating to all state and federal laws relating to civil rights, fair employment practices and equal opportunity, including but not limited to Title VI of the Civil Rights Act of 1964 as amended as it pertains to employment practices; Section 504 of Title V of the Vocational Rehabilitation Act of 1973 as amended; Federal Executive Orders 11625, 11375 relative to Equal Employment Opportunity and any implementing rules and regulations prescribed by Secretary of Labor of the United States in Title 20, Code of Federal Regulations, Part 741 pursuant to the provisions of Executive Order 11758 and the Federal Rehabilitation Act of 1973, Stat. 53-1147, the Federal "Hatch Act," as amended, and all applicable provisions of Public Law 101-336, Americans with Disabilities Act.
2. Title VI of the Civil Rights Act of 1964. Prohibiting exclusion from participation in, denying benefits of, or otherwise subjecting any individual to discrimination under any program or activity which receives Federal financial assistance from the U.S. Department of Health and Human Services (DHHS).
3. Section 504 of the Rehabilitation Act of 1973. Prohibiting discrimination against handicapped persons in providing health, welfare, or other social services or benefits.
4. Environmental Tobacco Smoke. State and federal laws relative to environmental tobacco smoke and a smoke free environment, including the Pro-Children Act of 1994.
5. Fraud and Abuse. State and federal laws relative to the prevention of fraud and abuse, including but not limited to Sections 1124, 1126(b)(1), 1126(b)(2), 1126(b)(3), 1128, 1156, 1892, 1902(a)(68), and 1903(i)(2) of the Social Security Act, and Section 40-8.2-2 of the General Laws of Rhode Island.
6. False Claims Act. State and Federal False Claims Act and applicable state laws regarding false claims, including but not limited to, section 1902(a)(68) of the Social Security Act and Section 6032 of the Deficit Reduction Act of 2005 (DRA) separately.
7. Debarment and Suspension of Individuals and Entities. Sections 1128 and 1156 of the Social Security Act which prohibit the participation of individuals and entities who have been excluded from federal contracting, as it relates to Contractor's employees, consultants, subcontractors, and governing individuals, including any individual with a direct or indirect controlling interest of any percentage in the Contractor.
8. Ongoing Monitoring. Contractor will conduct ongoing monthly screenings of employees, consultants, subcontractors, and governing individuals, including any individual with a direct or

Neighborhood Health Plan of Rhode Island

Exhibit B

Neighborhood Regulatory Compliance Monitoring Certification

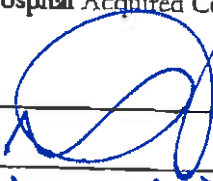
- indirect controlling interest of any percentage in the Contractor or anyone else performing services on behalf of the Contractor, against the LEIE/SAM databases to ensure that individuals are not excluded from participation in state and federal health care programs. Contractor will notify Neighborhood immediately of any identified excluded individuals.
9. Ownership and Controlling Interest. The requirements of 42 C.F.R. §455.104 to 106 and 1128 and 1156 of the Social Security Act, governing individuals and entities with ownership and controlling interests in the Contractor.
 10. Disclosures by Contractor. The requirement to provide notice of any and all relationships where employees, consultants, subcontractors, and governing individuals including any individual with a direct or indirect controlling interest of any percentage in the Contractor, who has been; (a) convicted of a criminal offense as described in Sections 1128(a) and 1182(b)(1),(2), or (3) or the Social Security Act or (b) has had civil monetary penalties or assessments imposed under Section 1129A of the Social Security Act
 11. Lobbying. According to its Agreement with Neighborhood, appropriate lobbying efforts conduct requirements.
 - a. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a member of congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.
 - b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard Form-III, a disclosure form to report lobbying in accordance with its instructions.
 12. American Recovery and Reinvestment Act (ARRA). The supplemental terms and conditions required by ARRA. These can be found at <http://www.purchasing.ri.gov/documents/ARRA1.pdf> in a document published by the *State of Rhode Island and Providence Plantations* entitled *Supplemental Terms and Conditions for Contracts and Subawards Funded in Whole or in Part by the American Recovery and Reinvestment Act of 2009, PUBL.NO 111-5.Clinical Laboratory Improvement Amendments (CLIA) of 1988.* If applicable to the services the undersigned will provide for Neighborhood, appropriate certifications as governed by the CLIA of 1988.

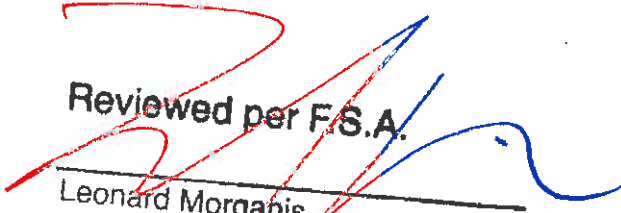
Neighborhood Health Plan of Rhode Island

Exhibit B

Neighborhood Regulatory Compliance Monitoring Certification

- 13. Patient Protection and Affordability Care Act (PPACA). General compliance with the obligations of the PPACA, and specifically such provisions requiring notice to Neighborhood and subsequent recoupment for claims paid under suspected or determined fraudulent conditions.
- 14. Confidentiality and Security of Information. Maintain the confidentiality of all information relating to Covered Members and shall comply with all applicable state and federal laws and regulations regarding confidentiality, including but not limited to the Health Insurance Portability and Accountability Act (HIPAA) of 1996 (Public Law 104-191), Chapter 40-6-12, Chapter 38-2-2 and Chapter 5-37-3 of the Rhode Island General Laws, 42 C.F.R. §502(e), 504(c), and 4.10 and 42 U.S.C. Section 1320d, et. seq., the Health Information Technology for Economic and Clinical Health Act (HITECH), the Rhode Island Confidentiality of Health Care Information Act, and RI General Laws section 5-37.3 et seq.
- 15. Provider Preventable Conditions. The guidelines for the Centers for Medicare and Medicaid (CMS) and Section 2702 of the Patient Protection and Affordable Care Act of 2010 (The Affordable Care Act), governing notice to Neighborhood and claims payment adjustments and recoupment's for Provider Preventable Conditions and Hospital Acquired Conditions.

Signature:	
Printed Name:	James A DiBessa
Title:	Mayor
Tax Identification Number:	05-6000063
Tax Entity Name:	City of Central Falls
Date:	

Reviewed per F.S.A.

 Leonard Morganis
 Administration & Finance Officer