



# *Finance Policies & Procedures Manual*

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# Provider Policies

## Requirement to Bill under Group Taxpayer Identification Number

**To:** American Choice Healthcare  
**From:** Finance Department  
**CC:** American Choice Healthcare  
**Date:** October 14, 2024  
**Re:** Provider Billing Requirements

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The following policy was adopted on October 14, 2024, by the Executive Management team of American Choice Healthcare, LLC to be effective for each Performance Year, prospective or retrospective.

Each Participant Provider entity and Preferred Provider entity (each a “Group”) has an obligation to bill, and to ensure that its associated Practice Providers bill for services provided to Medicare beneficiaries assigned to the ACH ACO REACH (each an “ACO Beneficiary”) exclusively under the taxpayer identification number (“TIN”) of the Group during the term of the Group’s Participant Provider or Preferred Provider Agreement, as applicable (each a “Provider Agreement”).

If a Group’s Practice Providers bill for services to an ACO Beneficiary through a TIN other than the Group’s TIN during the term of the Group’s Provider Agreement (a “Billing Failure”) then such Billing Failure shall constitute a breach of the Group’s Provider Agreement. After written notice from ACH, Group shall have ninety (90) days to correct all claims for the ACO Beneficiaries which were filed under the incorrect TIN by refiling corrected claims with CMS for the ACO Beneficiaries under the Group’s TIN and provide timely documentation to ACH of the corrected claims. Additionally, in the event of a Billing Failure, the Group will forfeit any Shared Savings due to Group and shall be required to immediately repay all advances of Shared Savings. ACH may also, at its option, terminate Group’s Provider Agreement and pursue any other rights and remedies it has pursuant to the Provider Agreement.

In the event of a termination of a Group’s Provider Agreement for a Billing Failure, Group is required to continue to provide care to the ACO Beneficiaries under the Group’s TIN in accordance with the Provider Agreement until December 31<sup>st</sup> of the year of termination, unless CMS acknowledges the termination of the Provider Agreement sooner.

Capitalized terms not defined in this policy shall have the meaning provided in the Group’s Provider Agreement.

## Failure to Execute and Submit Fee Reduction Agreement

**To:** American Choice Healthcare  
**From:** Contracting Department  
**CC:** American Choice Healthcare  
**Date:** October 14, 2024  
**Re:** Provider Billing Requirements

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The following policy was adopted on October 14, 2024, by the Executive Management team of American Choice Healthcare, LLC to be effective for each Performance Year, prospective or retrospective.

Each year CMS publishes a specific deadline by which each Participant Provider entity and Preferred Provider entity (each a “Group”) must submit an executed Fee Reduction Agreement for the subsequent Performance Year. Failure of a Group to timely submit an executed Fee Reduction Agreement to ACH will result in a violation of ACO Rules and serves as grounds for immediate termination under the Participant Provider or Preferred Provider Agreement, as applicable (each a “Provider Agreement”). Unless a Group submits an executed Fee Reduction Agreement for the subsequent Performance Year prior to September 1, or such earlier date ACH specifies by written notice, the Group will be deemed to have violated ACO Rules and will be subject to immediate termination of the Group’s Provider Agreement.

Additionally, in the event of a failure of a Group to timely submit an executed Fee Reduction Agreement before September 1, or such earlier date ACH specifies by written notice, the Group will forfeit any Shared Savings due to Group and shall be required to immediately repay to ACH all compensation advances the Group received from ACH.

In the event of a termination of a Group’s Provider Agreement for failure to submit an executed Fee Reduction Agreement before September 1, or such earlier date ACH specifies by written notice, the Group is required to continue to provide care to the ACO Beneficiaries under the Group’s TIN in accordance with the Provider Agreement until December 31<sup>st</sup> of the year of termination, unless CMS acknowledges the termination of the Provider Agreement sooner.

Capitalized terms not defined in this policy shall have the meaning provided in the Group’s Provider Agreement.

## Forfeiture and Repayment of Shared Savings

**To:** American Choice Healthcare  
**From:** Finance Department  
**CC:** American Choice Healthcare  
**Date:** October 14, 2024  
**Re:** Provider Billing Requirements

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The following policy was adopted on October 14, 2024, by the Executive Management team of American Choice Healthcare, LLC (“ACH”) to be effective for each Performance Year, prospective or retrospective.

Each Participant Provider entity and Preferred Provider entity (each a “Group”) will forfeit any Shared Savings payable to it and must repay any advances of compensation, labeled as Shared Savings or otherwise, paid to it if any of the following occur:

- CMS terminates the CMS Participation Agreement with ACH.
- CMS requires ACH to remove a Group or Practice Provider from ACH’s Participant Provider List or Preferred Provider List.
- Group fails to execute a Fee Reduction Agreement for the subsequent Performance Year by September 1, or such earlier date ACH specifies by written notice.
- ACH terminates Group for breach of its Participant Provider or Preferred Provider Agreement, as applicable (each a “Provider Agreement”).
- ACH terminates Group for filing for bankruptcy, receivership, insolvency, reorganization, dissolution, liquidation or other similar proceedings under either state or federal laws.
- Group is no longer providing physician services to ACO Beneficiaries under the Group’s TIN prior to the expiration of the Provider Agreement.
- Group is not in compliance with terms of the Provider Agreement or the CMS Participation Agreement.
- Group or Practice Provider requests an early termination of the Provider Agreement, and ACH accepts such request.
- ACH terminates Group pursuant to any termination provision in the Provider Agreement other than (i) a termination by ACH without cause, (ii) a termination by Group for an uncured breach, or (iii) a reason specified below (in the next paragraph) where Group does not forfeit shared savings.

A Group will not forfeit any Shared Savings payable to it based on any of the following:

- ACH requests to terminate the Provider Agreement without cause.
- ACH de-credentials Group.
- A Practice Provider retires.
- A Practice Provider dies or is permanently disabled.
- The Provider Agreement is terminated by the mutual agreement of Group and ACH.
- If applicable, Group terminates the Provider Agreement without cause pursuant to the terms of such Provider Agreement.

Capitalized terms not defined in this policy shall have the meaning provided in the Group’s Provider Agreement.

## Repayment and Recoupment of Advanced Payments

**To:** American Choice Healthcare  
**From:** Finance Department  
**CC:** American Choice Healthcare  
**Date:** October 14, 2024  
**Re:** Provider Billing Requirements

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The following policy was adopted on October 14, 2024, by the Executive Management team of American Choice Healthcare, LLC (“ACH”) to be effective for each Performance Year, prospective or retrospective.

In the event a Participant Provider entity or Preferred Provider entity (each a “Group”) receives any type of compensation advance for a Performance Year, labeled as Shared Savings, an Advance, or otherwise, which exceeds the Group’s applicable portion of Shared Savings in the same Performance Year (“Excess Shared Savings”) then Group shall be required to repay such advance to ACH upon demand. In addition, ACH, in its sole discretion, may withhold the amount of any Excess Shared Savings due to ACH from any amounts to due to Group in the same or subsequent Performance Year, including, but not limited to: CAP Advanced Shared Savings, CAP Bonus, CAP Payment, FFS Advanced Shared Savings, FFS bonus, FFS Reimbursement, and any commercial ACO program funds.

Capitalized terms not defined in this policy shall have the meaning provided in the Group’s Provider Agreement.

## Effective Date of Termination of Provider Agreement

**To:** American Choice Healthcare  
**From:** Contracting Department  
**CC:** American Choice Healthcare  
**Date:** October 14, 2024  
**Re:** Provider Billing Requirements

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The following policy was adopted on October 14, 2024, by the Executive Management team of American Choice Healthcare, LLC (“ACH”) to be effective for each Performance Year, prospective or retrospective.

In the event of a termination of a Participant Provider entity’s or Preferred Provider entity’s (each a “Group”) Participant Provider or Preferred Provider Agreement, as applicable (each a “Provider Agreement”), for any reason then the Group is required to continue to provide care to the ACO Beneficiaries under the Group’s TIN until December 31<sup>st</sup> of the year of termination, unless CMS acknowledges the termination of the Provider Agreement sooner.

Capitalized terms not defined in this policy shall have the meaning provided in the Group’s Provider Agreement.

## Payment Suspension Policy

**To:** American Choice Healthcare  
**From:** Finance Department  
**CC:** American Choice Healthcare  
**Date:** 3/17/2023  
**Re:** Participating Provider Payment Suspension Policy

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The following operational policy was adopted on March 14, 2023, by the Executive Management team of American Choice Healthcare, LLC.

Participating Provider Payments will be suspended for the following issues:

- Projected shared savings (% of benchmark) are 3% or below, based on Milliman's quarterly base projection report, all advances will be suspended. Milliman's quarterly report will be adjusted to 0% for coding and/or care management impacts.
- Provider termination
- Provider non-compliance issue.

For active practices, Fee Reduction Reimbursements will not be affected and will continue to receive cash compensation based on their contract.

Once a practice is suspended for all advances, the practice will receive the letter in Exhibit A, issued by Finance. The practice will remain on suspension for the remaining portion of the performance period and re-evaluated for the future performance period.

Executive Management will meet quarterly to review future Milliman projection reports and suspend additional practices on a quarterly basis.

For terminated practices, all payments will be suspended including Fee Reduction Reimbursements, PQEM Advance, Annual Wellness Visit Advance and 8+ Visit Advance. At final reconciliation, any funds owed to the terminated practice will be distributed. Terminated practices will receive a letter similar to Exhibit B.

For non-compliant practices, all payments will be suspended including Fee Reduction Reimbursements, PQEM Advance, Annual Wellness Visit Advance and 8+ Visit Advance.

Executive Management will have the ability to make exceptions to this policy on a case-by-case basis, which will be documented via email and uploaded to the contract management system.

Finance will maintain the roster of all practices that are currently in a suspension status via the contract management system.



## Exhibit A



### ACCOUNT UPDATE – SHARED SAVINGS PROJECTIONS

Dear Provider,

After having reviewed the most recently available, third-party, performance trending data for your practice, American Choice Healthcare ("ACH") projects that [insert Legal Business Name] may not generate Shared Savings. Accordingly, ACH will pause all advanced shared savings payments at this time. Please see your Agreement for more detail, Exhibit B, Section 3, Section 5 and Schedule 1.

Please note, this payment change only affects advances on shared savings. If any shared savings is earned it will still be paid during final reconciliation of the plan year, minus any advances. ACH will continue to pay the PCC Fee Reductions on your claims as normal.

ACH remains confident in your ability to generate shared savings and believes in your ability to change this trend. In order to resume advanced shared savings payments, your practice must show two consecutive quarters of positive financial performance.

We highly encourage you to work closely with your Provider Success Specialist to identify areas of opportunity to expeditiously emerge from the pause. Our team is always here to support you every step of the way.

Sincerely,

## Capitation Payment Suspension Policy

**To:** American Choice Healthcare  
**From:** Finance Department  
**CC:** American Choice Healthcare  
**Date:** 7/1/2023  
**Re:** Capitation Payment Suspension Policy

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The following operational policy was adopted on July 2023, by the Executive Management team of American Choice Healthcare, LLC.

Capitated Provider Payments will be suspended for the following issues:

- Projected Enhanced Primary Care Capitation, based on Milliman's quarterly base projection report, becomes greater than the estimated shared savings projection will be suspended.
- Provider termination.

For active practices, Capitation payments will not be affected and will continue to receive cash compensation based on their contract.

Once a practice is suspended for Capitation payments, the practice will receive the letter in Exhibit A, issued by Finance. The practice will remain on suspension for the remaining portion of the performance period and re-evaluated for the future performance period.

Executive Management will meet quarterly to review future Milliman projection reports and suspend additional practices on a quarterly basis.

For terminated practices, all capitation payments will be immediately suspended. At final reconciliation, any funds owed to the terminated practice will be distributed. Terminated practices will receive a letter similar to Exhibit A

Executive Management will have the ability to adjust the capitation payments. Adjustments include reductions or a suspension of their monthly capitation payments. Based upon review of both Base Primary Care Capitation vs Enhanced Primary Care Capitation, the executive team will review both items in comparison to the CMS data received.

## Exhibit A



### ACCOUNT UPDATE – CAPITATION

Dear Sample Doctor :

After having reviewed the most recently available, 2022 actual performance and third-party, 2023 performance trending data for your practice, American Choice Healthcare (“ACH”) projects that \_\_\_\_\_ may not generate sufficient Shared Savings and will be reducing the capitation per member, per month rate for the practice. Please see your contract for more detail, Exhibit B, Section 5.e.

Currently, the practices’ CAP Payment is \$\_\_\_\_\_ per member, per month. ACH is revising this CAP Payment to \$\_\_\_\_\_ per member, per month, effective with the \_\_\_\_\_ 2023 capitation payment.

ACH will continue to pay the CAP Bonus for attributed patients with an Annual Wellness Visit completed and/or with 8 or more Dates of Service that include PQEM service codes in the 2023 performance year (Plurality), at the contractual rate within the contract.

Please understand that this decision is based on current cost trends of your patient panel. ACH remains confident in your ability to generate 2023 shared savings and believes in your ability to change this trend. Our team is here to support you.

Please reach out to your Provider Success Leader.

Sincerely,

## Payment Suspension Lifted Policy

**To:** American Choice Healthcare

**From:** Finance Department

**CC:** American Choice Healthcare

**Date:** 6/13/2023

**Re:** Participating Provider Payment Suspension Lifted Policy

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The following operational policy was adopted on November 11, 2023, by the Executive Management team of American Choice Healthcare, LLC.

Participating Provider Payments Suspensions will be lifted for the following reason:

- Projected shared savings (% of benchmark) are above 3% for one quarter, based on Milliman's quarterly base projection report, only Annual Wellness Visits and 8+ Visits Advance suspensions will be lifted. Milliman's quarterly report will be adjusted to 0% for coding and/or care management impacts.
- Projected shared savings (% of benchmark) are above 3% for two consecutive quarters, based on Milliman's quarterly base projection report, PQEM Advance suspension will be lifted (all advance payments are now reinstated). Milliman's quarterly report will be adjusted to 0% for coding and/or care management impacts.

For active practices, Fee Reduction Reimbursements will not be affected and will continue to receive cash compensation based on their contract.

After one quarter of positive shared savings, the practice will receive the letter in Exhibit A, issued by Finance. The practice will no longer be suspended for the remaining portion of the performance period and re-evaluated for the future performance period.

After a second consecutive quarter of positive shared savings, the practice will receive the letter in Exhibit B, issued by Finance. The practice will no longer be suspended for the remaining portion of the performance period and re-evaluated for the future performance period.

Executive Management will meet quarterly to review future Milliman projection reports and reinstate additional practices on a quarterly basis.

Executive Management will have the ability to make exceptions to this policy on a case-by-case basis, which will be documented via email uploaded to the contact management system.

Finance will maintain the roster of all practices that have been lifted from a suspension status via the contract management system.

# Exhibit A



@@Signature-2-Date@@

[insert Legal Business Name]  
[insert Address], [insert Suite]  
[insert City], [insert ST] [insert Zip Code]

Dear [insert First Name] [insert Last Name],

After having reviewed the most recently available, third-party, performance trending data for your practice, [insert Legal Business Name] has shown one quarter of positive financial performance. American Choice Healthcare ("ACH") has decided to reimburse Beneficiary annual wellness visit and plurality visits advanced payments at this time.

Please note, this payment change only affects advances on shared savings. If any shared savings is earned it will still be paid during final reconciliation of the plan year, minus any advances. ACH will continue to pay the PCC Fee Reductions on your claims as normal.

Our team is here to support you. Please reach out to your Provider Success Leader if you have any questions.

Sincerely,

## Termination of Payments Policy

**To:** American Choice Healthcare  
**From:** Finance Department  
**CC:** American Choice Healthcare  
**Date:** 7/1/2023  
**Re:** Termination of Payments Policy

The following operational policy was adopted on 07/1/2023, by the Executive Management team of American Choice Healthcare, LLC.

Provider Payments will be terminated for the following issues:

Termination Types	Notification Time Period	Exhibit
Termination of Agreement Performance	60 Days	Exhibit A
Provider Retirement	5 Days	Exhibit B
Provider Death	5 Days	
Termination of Agreement by CMS	Immediately in some cases with notice (TBD)	Exhibit A
Change In Control	90 Days	

For terminated practices, all payments will be immediately suspended including Capitation, Fee Reduction Reimbursements, PQEM Advance, Annual Wellness Visit Advance and 8+ Visit Advance. At final reconciliation, any funds owed to the terminated practice will be distributed. Terminated practices will receive a letter like Exhibit A.

Executive Management can make exceptions to this policy case-by-case, which will be documented via email and uploaded to the contract management system.

Contracting will maintain the roster of all practices currently in a terminated status.

Exhibit A



SENT VIA ELECTRONIC MAIL OR CERTIFIED MAIL RECEIPT

RE: Termination of ACO REACH Agreement by and between American Choice Healthcare, LLC (ACO)  
and [REDACTED]

Dear Dr. Sample,

This letter will serve as your notice of termination of your Agreement with American Choice Healthcare, LLC. This Agreement will be terminated per Exhibit A, Section 6, paragraph c. vii. Failure to Execute Fee Reduction Agreement. The termination is effective on 1/1/18.

I would like to note there are provisions within the agreement that survive past termination. It is critical that ACO REACH providers abide by these obligations and responsibilities to meet ACO REACH program requirements.

If you have any questions, feel free to contact me directly.

SAMPLE

## Exhibit B



**RE: Termination of DCE Agreement by and between American Choice Healthcare, LLC (DCE) and Anshu**

Dear Dr. Sample

Congratulations on your retirement! We wish you well in this new chapter.

This letter will serve as your notice of termination of your Agreement with the DCE. This Agreement will be terminated due to retirement. Per Exhibit B Section 19 you are not eligible to receive any applicable shared savings for 2023. The termination is effective on     .

I would like to note there are provisions within the agreement that survive past termination. It is critical that ACO REACH Providers abide by these obligations and responsibilities to meet program requirements.

Your current year (2022) statement will be sent to you upon completion and monies will be paid or recouped in accordance with Exhibit B Section 19 and/ or Exhibit A Section 7.

If you have any questions, feel free to contact me directly.



# Bad Debt Policy

**To:** American Choice Healthcare  
**From:** Finance Department  
**CC:** American Choice Healthcare  
**Date:** 3/1/2024  
**Re:** Bad Credit Debt Policy

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The following operational policy was adopted on 3/1/2024, by the Executive Management team of American Choice Healthcare, LLC.

Participating Providers will be applicable to bad credit debt when:

- Poor performance results in negative shared savings, and the provider has received advances.
- Overpayment of advances over shared savings earned.

At the end of the performance year, the Finance Department will run a reconciliation per Provider to review their respective benchmark, costs and expenses incurred. After the reconciliation is completed, the Finance Department and Executive Management team (or its authorized designee) will review together the total estimated shared savings generated and advances (Annual Wellness Visit Advance, and 8+ Visit Advance and PQEM) paid to the provider and approve any remaining amount to recoup from participating providers.

Once the Executive Management team approves AR balances, they will be provided to the contracting and accounting teams to enter in their respective ERP systems while finance will generate three escalation letters that will also need to be approved by the management and legal teams (please see Exhibits A, B and C). After the letters are approved, they will be sent out to the participating provider with the assistance of the customer service team. Copies of the letters will be maintained in American Choice Healthcare, LLC's company files.

The contracting team will ensure that balances are updated in Contract Logix, so that the Finance Department can oversee payments made towards the balance owed, and the accounting team will make sure that depending on the settlement option, credits are successfully applied, and the balance is appropriately reduced.

AR balances will also be provided to the Performance Improvement management team since they are the direct point of contact for participating providers to answer questions.

The Finance Department will review accounting payment reports on a weekly basis to update Contract Logix and generate reports for the Executive Management team as needed.

## Exhibit A



### ACCOUNT UPDATE

Dear «Final\_Authorized\_Signer»,

This communication pertains to the Agreement between American Choice Healthcare, LLC ("ACH") and «Practice\_Name\_». We extend our sincere gratitude for your valuable participation in the 2022 DCE Program. ACH would like to take the opportunity to let you know that your FFS Advanced Shared Savings or CAP Advanced Shared Savings throughout the year exceeded the amount of Provider Shared Savings earned by your practice, generating an outstanding balance owed to ACH as per Schedule 1.1.e. or Schedule 1.2.e. Details can be found in the attached 2022 Lookback Practice Performance Report.

The practice now has an amount due of «AK\_Amount». Please send a check payable to:

American Choice Healthcare, LLC  
Attn: Customer Service  
9725 NW 417<sup>th</sup> Ave., Suite 300  
Miami, FL 33178

We kindly request your payment within 30 days; if we do not receive your payment within this window, ACH will start deducting the balance due from any future payments including, but not limited to: CAP Advanced Shared Savings, CAP Bonus, CAP Payment, FFS Advanced Shared Savings, FFS Bonus and FFS Reimbursement.

Your prompt attention to this matter is greatly appreciated. Should you have any questions, please do not hesitate to contact our Customer Service team by emailing us at [ACHCustomerService@americanchoicehealthcare.com](mailto:ACHCustomerService@americanchoicehealthcare.com) or calling (786) 206-1385.

Sincerely,

## Exhibit B



### ACCOUNT UPDATE

Dear «Final\_Authorized\_Signer»,

This communication pertains to the Agreement between American Choice Healthcare and (Practice Name). We extend our sincere gratitude for your valuable participation in the 2022 DCE Program. We would like to take the opportunity to let you know that your FFS Advanced Shared Savings or CAP Advanced Shared Savings throughout the year exceeded the amount of Provider Shared Savings earned by your practice generating an outstanding balance owed to American Choice Healthcare as per Schedule 1.1.e. or Schedule 1.2.e. Details can be found in the attached 2022 Lookback Practice Performance Report.

The practice now has an amount due of «AR\_Amount». Please settle the outstanding amount by writing a check for the specified amount above. The check is made payable to:

American Choice Healthcare, LLC  
Attn: Customer Service  
9725 NW 117<sup>th</sup> Ave., Suite 300  
Miami, FL 33178

We kindly request your response within 20 days to our customer service department. Your prompt attention to this matter is greatly appreciated, and we look forward to hearing from you.

Should you have any questions, please do not hesitate to contact our Customer Service team by emailing us at [ACHCustomerService@americanchoicehealthcare.com](mailto:ACHCustomerService@americanchoicehealthcare.com) or calling (786) 206-1385.

Sincerely,

Exhibit C

Practice Name  
Practice Address  
City, State, Zip Code  
Email



**ACCOUNT UPDATE**

Dear \_\_\_\_\_,

This communication pertains to the Agreement between American Choice Healthcare ("ACH") and (Practice Name). This is a reminder that we previously communicated that you have a balance owed of \$\_\_\_\_\_. Please settle the outstanding amount by writing a check for the specified amount above. The check is made payable to:

American Choice Healthcare, LLC  
Attn: Customer Service  
9725 NW 117<sup>th</sup> Ave, Suite 300  
Miami, FL 33178

If we do not hear from you or receive payment within the next 10 days, ACH will have no choice but to escalate the matter to our collections department.

We value your business and hope to resolve this matter promptly.

Should you have any questions, please do not hesitate to contact our Customer Service team by emailing us at [ACHCustomerService@americanchoicehealthcare.com](mailto:ACHCustomerService@americanchoicehealthcare.com) or calling (786) 206-1385.

Sincerely,

## Exhibit D

Practice Name  
Practice Address  
City, State, Zip Code  
Email

### ACCOUNT UPDATE

Dear \_\_\_\_\_,

This communication pertains to the Agreement between American Choice Healthcare ("ACH") and (Practice Name). We have not heard from you regarding your amount owed of \$ \_\_\_\_\_. This is a final reminder that your account has an outstanding balance due. Please settle the outstanding amount by writing a check for the specified amount above. The check is made payable to:

American Choice Healthcare, LLC  
Attn: Customer Service  
9775 NW 117<sup>th</sup> Ave Suite 300  
Miami, FL 33178

If we do not hear from you or receive payment within the next 10 days, ACH will have no choice but to hand over the matter to our collection agency. This may result in additional fees and potential legal action which could affect your credit score.

We value your business and hope to resolve this matter promptly.

Should you have any questions, please do not hesitate to contact our Customer Service team by emailing us at [ACHCustomerService@americanchoicehealthcare.com](mailto:ACHCustomerService@americanchoicehealthcare.com) or calling (786) 206-1385.

Sincerely,