MEDICARE ADVANTAGE ADDENDUM

Plan shall mean EmblemHealth, ConnectiCare or an affiliate or subsidiary thereof that has entered into a contract with CMS for the provision of services to Medicare Enrollees. Provider (which shall include, but not be limited to, individual providers, IPAs, medical groups, ancillary providers, medical suppliers, health care facilities and hospitals) agrees to provide all services under the Agreement in compliance with the following provisions.

Definitions:

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 MA benefit, below the level of the arrangement between an MA 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 contract between CMS and the Medicare Advantage Organization.

First Tier Entity: any party that enters into a written arrangement, acceptable to CMS, with an MA organization or applicant to provide administrative services or health care services for a Medicare eligible individual under the MA program.

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.

Medicare Advantage Organization ("MA organization"): a public or private entity organized and licensed by a State as a risk-bearing entity (with the exception of provider-sponsored organizations receiving waivers) that is certified by CMS as meeting the MA contract requirements.

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

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.

Required Provisions:

Provider agrees to the following:

1. HHS, the Comptroller General, or their designees have the right to audit, evaluate, collect 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 Plan, (hereinafter, "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. MA Organization will ensure that payments are not made to individuals and entities included on the preclusion list. [42 C.F.R. §§ 422.504(i)(2)(i) and (ii)]

2. Provider will 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 and safeguard the privacy of information that identifies a particular enrollee, (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. Information will be used to provide health care related services based on the terms of the policy purchased by the enrollee which shall include, but not be limited to claims payment, disease management, care and case management, utilization review, etc. [42 C.F.R. §§ 422.504(a)(13) and 422.118]

3. Enrollees will not be held liable for payment of any fees that are the legal obligation of the MA organization. In no event including but not limited to the insolvency of MA Organization, breach of the Agreement and/or non-payment for services by MA Organization, shall Provider bill or seek compensation from or assert any legal action against MA Members or persons acting on behalf of MA Members for payment of any fees that are the legal obligation of MA Organization.[42 C.F.R. §§ 422.504(i)(3)(i) and 422.504(g)(1)(i)]

4. For all enrollees eligible for both Medicare and Medicaid, enrollees will not be held liable for Medicare Part A and B cost sharing when the State is responsible for paying such amounts. Providers will be informed of Medicare and Medicaid benefits and rules for enrollees eligible for Medicare and Medicaid. Provider may not impose cost-sharing that exceeds the amount of cost-sharing that would be permitted with respect to the individual under title XIX if the individual were not enrolled in such a plan. Providers will: (1) accept the MA Organization payment as payment in full, or (2) bill the appropriate State source. [42 C.F.R. §§ 422.504(i)(3)(i) and 422.504(g)(1)(i)]

5. Any services or other activity performed in accordance with a contract or written agreement by Provider are consistent and comply with the MA organization's contractual obligations. [42 C.F.R. § 422.504(i)(3)(iii)]

6. MA Organization shall pay Provider in accordance with the prompt payment provisions specified in 42 C.F.R. § 422.520 and as set forth in the contract between MA Organization and Provider. The MA Organization is obligated to pay contracted providers under the terms of the contract between MA Organization and Provider. [42 C.F.R. §§ 422.520(b)(1) and (2)]

7. 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. Provider acknowledges that MA Organization oversees and is accountable to CMS for any functions and responsibilities set forth in the regulations governing the Medicare Advantage Program. Provider further acknowledges and agrees that pursuant to the Medicare Advantage regulations, MA Organization or its designees will monitor Provider's performance hereunder and that MA Organization and/or CMS shall have the right to terminate the Agreement and Provider's participation in the Medicare Advantage Contract if Provider does not perform satisfactorily hereunder. [42 C.F.R. §§ 422.504(i)(3) and (4)]

9. Provider is required to comply with reporting requirements in 422.516, 422.310, 422.504(a)

10. Provider acknowledges that MA Organization is required by CMS to maintain a health information system that collects, analyzes and integrates all data necessary to compile, evaluate and report certain statistical data related to costs, utilization and quality, and such other matters as CMS may require from time to time, including Risk Adjustment Data (as defined below). Provider agrees, and to submit, upon request, all data necessary for MA Organization to fulfill these obligations and within the timeframes specified by MA Organization to meet CMS requirements. Provider agrees to certify as to the accuracy, completeness and truthfulness of all such data, including such Risk Adjustment Data. For purposes of the Agreement, Risk Adjustment Data shall include documentation provided to MA Organization by Provider, which summarizes all relevant information which pertains to any occasion where a Member receives Covered Services, including all data necessary to characterize the context and purpose of each encounter between a Member and Hospital, suppliers, physicians, practitioners or other providers. Risk Adjustment Data shall comply with applicable CMS standards in effect from time to time, and shall be on such forms and provided with such frequency as MA Organization may require. [42 C.F.R. §§ 422.504]

11. Provider agrees that: (i) Covered Services provided to MA Members hereunder shall continue for all MA Members for the duration of the MA Contract period for which CMS payments have been made to CCI; and (ii) in the event of MA Organization insolvency or termination of the MA Contract for any reason, Covered Services shall continue until the date of discharge for any MA Member confined in an inpatient facility on the effective date of insolvency or termination. [42 C.F.R. §§ 422.504(g)(2)]

12. If any of the MA organization's activities or responsibilities under its contract with CMS are delegated to any first tier, downstream and related entity:

(i) The delegated activities and reporting responsibilities will be set forth in the Agreement between the MA Organization and Provider or the vendor.

(ii) CMS and MA Organization reserve the right to revoke the delegation activities and reporting requirements or to specify other remedies in instances where CMS or the MA Organization determines that such parties have not performed satisfactorily.

(iii) The MA organization will monitor the performance of the parties on an ongoing basis.

(iv) The credentials of medical professionals affiliated with the party or parties will be either reviewed by the MA organization or the credentialing process will be reviewed and approved by the MA organization and the MA organization must audit the credentialing process on an ongoing basis.

(v) If the MA organization delegates the selection of providers, contractors, or subcontractor, the MA organization retains the right to approve, suspend, or terminate any such arrangement. [42 C.F.R. §§ 422.504(i)(4)].

In the event of a conflict between the terms and conditions above and the terms of this Agreement, the terms above control.