

## QUALIFIED HEALTH PLAN SERVICES ADDENDUM

This Qualified Health Plan Services Addendum (this “Addendum”) supplements and is made part of the Master Services Agreement between Medica Services Company, LLC (MSC), on behalf of itself and its Affiliates (collectively, “Medica”) and Vendor. This Addendum is effective as of the Effective Date of the Agreement and applies to Medica’s Qualified Health Plan (“QHP”) products. This Addendum shall apply to the extent that Vendor is a Delegated Entity, as defined below. In the event of a conflict between this Addendum and the Agreement, this Addendum shall govern with respect to the services related to Medica’s participation in state and federal Exchanges.

### SECTION I Definitions

Capitalized terms used in this Addendum that are not otherwise defined herein shall have the meanings set forth in the Agreement.

- 1.1 Delegated Entity. Any party that enters into an agreement with Medica to provide administrative or health care services to Medica members or employers if such members or employers use Medica’s QHP products.
- 1.2 Downstream Entity. Any party that enters into an agreement below the level of the arrangement between Medica and Delegated Entity for the provision of administrative or health care services related to Medica’s agreement with a Delegated Entity. These written arrangements continue down to the level of the ultimate provider of health and/or administrative services.
- 1.3 Exchange or Health Insurance Marketplace. A governmental agency or non-profit entity that meets the applicable standards of 45 C.F.R. §155 subpart D and makes QHPs available to individuals and employers. This term includes both state and Federally-facilitated Exchanges as defined in 45 C.F.R. § 156.340.
- 1.4 MNsure Carrier Agreement. An agreement between the State of Minnesota (acting as “MNsure”) and Medica Community Health Plan and Medica Insurance Company for Medica to offer QHPs to Minnesota residents through MNsure, Minnesota’s Health Insurance Marketplace.
- 1.5 Qualified Health Plan or QHP. A health plan that has been certified that it meets the standards described in 45 C.F.R. § 156 subpart C or that has been approved by the state Exchange through which such plan is offered.
- 1.6 QHP Issuer Agreement. An agreement between the Centers for Medicare & Medicaid Services (“CMS”) and certain of Medica’s Affiliates to offer QHPs to residents in Medica’s service area, through Federally-facilitated Health Insurance Marketplaces.
- 1.7 QHP Services. Administrative or health care services provided to Medica members or employers if such members or employers use Medica’s QHP products.

## **SECTION II**

### **Requirements**

- 2.1 Provision of Services. Vendor will provide Services, as defined in the Agreement, and which include QHP Services, in a manner consistent with professionally recognized standards of care and in accordance with the standard of practice in the community in which Vendor renders Services as may be required pursuant to the QHP Issuer Agreement and the MNsure Carrier Agreement and all applicable laws, regulations and instructions and in a manner so as to assure quality of Services.
- 2.2 Laws, Rules and Instructions. Vendor will and will cause Downstream Entities to, comply with:
- (a) all applicable state and federal laws;
  - (b) all applicable state and federal regulations, CMS instructions and MNsure instructions including but not limited to:
    - (i) 45 C.F.R. §156, subpart C as amended, if applicable;
    - (ii) 45 C.F.R. §155, subparts H and K as amended, if applicable;
    - (iii) 45 C.F.R. §155.705 as amended, if applicable;
    - (iv) 45 C.F.R. §155.220 as amended, if applicable;
    - (v) 45 C.F.R. §156.705 as amended, if applicable;
    - (vi) 45 C.F.R. §156.715 as amended, if applicable; and
    - (vii) 45 C.F.R. §156.340 as amended, if applicable;
  - (c) all federal laws and regulations designed to prevent or ameliorate fraud, waste or abuse including, but not limited to, applicable provisions of federal criminal law, the False Claims Act (31 U.S.C. 3729 et. seq.) and the anti-kickback statute (section 1128B(b) of the Social Security Act);
  - (d) HIPAA administrative simplification rules at 45 CFR Parts 160, 162, and 164 and the Health Care Administrative Simplification Act of 1994, Minnesota Statutes, section 62J.50 et. seq.; and
  - (e) the Standard Rules of Conduct as listed in the Section II of QHP Issuer Agreement as may be amended, if applicable.
- 2.3 Provision of QHP Services.
- (a) Medica has contracted with Vendor for certain QHP Services that allow Medica to perform under the QHP Issuer Agreement and the MNsure Carrier Agreement. Vendor acknowledges and agrees that Medica may revoke the Agreement to the extent that Vendor provides QHP Services in instances where CMS, MNsure or Medica determines that Vendor has not performed the QHP Services satisfactorily. Vendor acknowledges and agrees that to the extent CMS or MNsure directs such revocation, Medica shall provide immediate written notice of such to Vendor, and such revocation shall become effective as directed by CMS or MNsure. Vendor shall cooperate with Medica regarding the transition of any QHP Services that have been revoked by Medica. No additional financial obligations shall accrue to Medica with respect to such revoked activities from and after the date of such revocation in accordance with this section.
  - (b) If Medica asks Vendor to provide additional QHP Services other than the activities described herein and in the Agreement, Medica and Vendor agree that this Addendum shall apply to the provision of the additional QHP Services.

- (c) If Medica has delegated to Vendor the selection of any subcontractor, or other Downstream Entity, Medica retains the right to approve, suspend or terminate the arrangement with such subcontractors or other Downstream Entities.
- 2.4 Downstream Entities. If Vendor has any arrangements, in accordance with the terms of the Agreement, with Affiliates, subsidiaries, or Downstream Entities, directly or through another person or entity, to perform any QHP Services, Vendor shall ensure that all such arrangements are in writing, duly executed, and include all the terms contained in this Addendum as may be interpreted, supplemented or amended in accordance with the terms and conditions of this Addendum. Vendor shall provide proof of such to Medica upon request.
- 2.5 Monitoring and Oversight. Vendor agrees to cooperate with the monitoring and oversight activities reasonably requested by Medica.
- 2.6 Privacy. Vendor agrees to comply with all applicable state and federal privacy and security requirements. To the extent that Vendor is a Business Associate of Medica, the terms of any Business Associate Agreement or Addendum between the parties shall apply.
- 2.7 Record Retention. Vendor shall maintain records arising out of or related to the Agreement and the provision of QHP Services for at least ten (10) years from the date of termination or expiration of the Agreement or the date of completion of any audit, whichever is later, or such longer period required by law.
- 2.8 Government Access to Records. Vendor acknowledges and agrees that the Secretary of the U.S. Department of Health and Human Services (“HHS”), the Comptroller General, and all Exchanges, or their designees, shall have the right to audit, evaluate and inspect any pertinent books, contracts, computer or other electronic systems, including medical records and documentation related to Vendor’s QHP Services. This right shall exist through ten (10) years from the date of termination or expiration of the Agreement or the date of completion of any audit, whichever is later, or such longer period required by law.
- 2.9 Medica Access to Records. Vendor shall grant Medica or its designees such audit, evaluation, and inspection rights identified in Section 2.8 herein, as are necessary for Medica to comply with its obligations to perform under the QHP Issuer Agreement and the MNsure Carrier Agreement and applicable law. Whenever possible, Medica will give Vendor reasonable notice of the need for such audit, evaluation or inspection, and will conduct such audit, evaluation or inspection at a reasonable time and place.