

## QUALIFIED HEALTH PLAN SERVICES REQUIREMENTS ADDENDUM

These Qualified Health Plan Services Requirements (these “Requirements”) supplement and are made part of each agreement held by Medica Holding Company or one of its Affiliates (individually and collectively, “Medica”) and an Agency or Agent, a Field Marketing Organization or Medica Agency Partner (referred to collectively herein as “Agency or Agent”) (the “Underlying Agreement”). These Requirements are effective as of the effective date of the Underlying Agreement and apply to Medica’s Qualified Health Plan (“QHP”) products. These Requirements shall apply to the extent that an Agency or Agent is a Delegated Entity, as defined below. In the event of a conflict between these Requirements and the Underlying Agreement, these Requirements shall govern with respect to the services related to Medica’s participation in state and federal Exchanges.

### SECTION I Definitions

Capitalized terms used in these Requirements that are not otherwise defined herein shall have the meanings set forth in the Underlying 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.
- 1.4 Federally-facilitated Exchange. An Exchange or Health Insurance Marketplace established by the United States Department of Health and Human Services and operated by the Centers for Medicare and Medicaid Services (“CMS”) under Section 1321(c)(1) of the Affordable Care Act for individual or small group market coverage, including the Federally-facilitated Small Business Health Options Program and the Federal eligibility and enrollment platform upon which certain State-based Marketplaces rely for their eligibility and enrollment functions.
- 1.5 MNsure Carrier Agreement. An agreement between the State of Minnesota (acting as “MNsure”) and one or more Medica entities to offer QHPs to Minnesota residents through MNsure, Minnesota’s Health Insurance Marketplace.
- 1.6 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.

- 1.7 QHP Issuer Agreement. An agreement between the Centers for Medicare & Medicaid Services (“CMS”) and one or more Medica entities for Medica to offer QHPs through Federally-facilitated Exchanges.
- 1.8 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. Agency or Agent will provide Services, as defined in the Underlying 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 Agency or Agent 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. Agency or Agent 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 identified in the QHP Issuer Agreement as may be amended, if applicable.
- 2.3 Provision of QHP Services.
- (a) Medica has contracted with Agency or Agent for certain QHP Services that allow Medica to perform under the QHP Issuer Agreement and the MNsure Carrier Agreement. Agency or Agent acknowledges and agrees that Medica may revoke the Underlying Agreement to the extent that Agency or Agent provides QHP Services in instances where CMS, MNsure or Medica determines that Agency or Agent has not performed the QHP Services satisfactorily. Agency or Agent acknowledges and agrees

that to the extent CMS or MNsure directs such revocation, Medica shall provide immediate written notice of such to Agency or Agent, and such revocation shall become effective as directed by CMS or MNsure. Agency or Agent 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 Agency or Agent to provide additional QHP Services other than the activities described herein and in the Underlying Agreement, Medica and Agency or Agent agree that these Requirements shall apply to the provision of the additional QHP Services.
- (c) If Medica has delegated to Agency or Agent 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 Agency or Agent has any arrangements, in accordance with the terms of the Underlying Agreement, with affiliates, subsidiaries, or Downstream Entities, directly or through another person or entity, to perform any QHP Services, Agency or Agent shall ensure that all such arrangements are in writing, duly executed, and include all the terms contained in these Requirements as may be interpreted, supplemented or amended in accordance with the terms and conditions of these Requirements. Agency or Agent shall provide proof of such to Medica upon request.
- 2.5 Monitoring and Oversight. Agency or Agent agrees to cooperate with the monitoring and oversight activities reasonably requested by Medica.
- 2.6 Privacy. Agency or Agent agrees to comply with all applicable state and federal privacy and security requirements. To the extent that Agency or Agent is a Business Associate of Medica, the terms of any Business Associate Agreement, Addendum, or Requirements between the parties shall apply.
- 2.7 Record Retention. Agency or Agent shall maintain records arising out of or related to the Underlying Agreement and the provision of QHP Services for at least ten (10) years from the date of termination or expiration of the Underlying 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. Agency or Agent acknowledges and agrees that the Secretary of the U.S. Department of Health and Human Services (“HHS”), the Comptroller General, and MNsure, 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 Agency or Agent’s QHP Services. This right shall exist through ten (10) years from the date of termination or expiration of the Underlying 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. Agency or Agent 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 Agency or Agent 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.