



ILLINOIS SUBCONTRACTOR REGULATORY REQUIREMENTS MANUAL (MMAI, FHP/ACA, ICP and Medicare Advantage Combined)

Meridian Health Plan of Illinois, Inc. (“MHP”) has agreement(s) with the Illinois Department of Health and Family Services (“IDHFS”) to provide Medicaid managed care services to eligible Illinois enrollees as well as other agreements with IDHFS and the Centers for Medicare and Medicaid Services (“CMS”) to provide Medicare – Medicaid Financial Alignment Demonstration (“MMAI”), Medicare Advantage, or other like products to Illinois individuals. To the extent that you are considered a subcontractor to MHP under any such contract(s) (later referred to as “Subcontractor” or “Contractor”), this Subcontractor Regulatory Requirements Manual (the “Manual”) incorporates various sections required by law, regulation or a regulatory body into your agreement with Plan. The applicable sections of this Manual will control in the event of a conflict with your agreement. Meridian will update this Manual as there are changes to state and federal laws, regulations, guidance or in the case of Medicare or Medicaid (or other related program) requirements, as Meridian’s agreements with payors are revised. Nothing in this Manual or the Agreement releases you from any independent obligation to comply with applicable statutory or regulatory authority. As a subcontractor, you agree to abide by all sections each of MHP’s contract(s) applicable to the services provided in your agreement with MHP. The following representations and warranties are a material portion of this Agreement as required by MHP’s agreement with IDHFS, CMS or other regulatory authority, and therefore, you warrant and agree to the following:

GENERAL REGULATORY AND IDHFS REQUIREMENTS

1. **Obligations to IDHFS.** Contractor shall be bound by the terms and conditions of MHP’s contract with IDHFS that are appropriate to the services delegated under this Agreement. Such requirements include, but are not limited to, the record keeping and audit provisions of the contract between MHP and IDHFS, such that IDHFS or authorized persons shall have the same rights to audit and inspect Contractor they have to audit and inspect MHP.
2. **IDHFS Obligations.** MHP shall remain responsible for the performance of any of its responsibilities under its Agreement with IDHFS delegated to Contractor. This Agreement cannot terminate the legal responsibilities of MHP to IDHFS to assure that all the activities under the agreement between IDHFS and MHP will be carried out.
3. **Performance Evaluation –** MHP will periodically monitor the performance of Contractor. To the extent deficiencies or areas for improvement are identified during an informal or formal review, Contractor shall be required to take appropriate corrective action. Notwithstanding anything in this Agreement, MHP may immediately terminate this Agreement, or impose other sanctions, if the performance of Contractor is inadequate.
4. **Approval.** This Agreement may be subject to approval and modification by IDHFS.

ILLINOIS MEDICAID SUBCONTRACTOR FLOW DOWN TERMS (FHP/ACA & ICP Combined)

As a subcontractor of MHP performing services in MHP’s Medicaid line(s) of business, Contractor agrees to abide by all sections of MHP’s agreement applicable to Contractor. The following representations and warranties are a material portion of this Agreement as required by MHP’s agreement with IDHFS, and therefore, Contractor warrants and agrees to the following:

1. **Obligations to IDHFS.** Contractor shall be bound by the terms and conditions of MHP’s contract with IDHFS that are appropriate to the services delegated under this Agreement. Such requirements include, but are not limited to, the record keeping and audit provisions of the contract between MHP and IDHFS, such that IDHFS or authorized persons shall have the same rights to audit and inspect Contractor as they have to audit and inspect MHP.

2. **IDHFS Obligations.** MHP shall remain responsible for the performance of any of its responsibilities under its Agreement with IDHFS delegated to Contractor. This Agreement cannot terminate the legal responsibilities of MHP to IDHFS to assure that all the activities under the agreement between IDHFS and MHP will be carried out.
3. **Cultural Competence.** Contractor shall comply with MHP's Cultural Competence Plan and complete initial and annual cultural competence training.
4. **Compliance with Laws.** Contractor shall comply with all state, federal, local or other laws, regulations, orders and binding guidance applicable to the services to be performed by Contractor. Notwithstanding the generality of the foregoing, Contractor shall comply with the Illinois Human Rights Act, the U. S. Civil Rights Act, and Section 504 of the federal Rehabilitation Act. MHP may test compliance through pre-delegation audit; quarterly delegation oversight review of delegate performance; monthly joint operation meetings; annual audit of Contractor; regular monitoring of enrollee complaints; and, documentation of issues and development of a corrective action plan, as warranted, to improve performance.
5. **Abuse, Neglect and Exploitation.** Contractor shall train all of Contractor's employees and subcontractors to recognize potential concerns related to abuse, neglect and exploitation, and on their responsibility to report suspected or alleged abuse, neglect or exploitation. Contractor's employees who, in good faith, report suspicious or alleged abuse, neglect or exploitation to the appropriate authorities shall not be subjected to any adverse action from MHP, Contractor or subcontractors.
6. **Confidentiality of Program Recipient Identification.** Contractor shall ensure that all information, records, data, and data elements pertaining to applicants for and recipients of public assistance, or to providers, facilities, and associations, shall be protected from unauthorized disclosure by Contractor and Contractor's employees, by Contractor's corporate Affiliates and their employees, and by Contractor's subcontractors and their employees, pursuant to 305 ILCS 5/11 -9, 11-10, and 11 - 12; 42 USC 654(26); 42 C.F.R. Part 431, Subpart F; and 45 C.F.R. Part 160 and 45 C.F.R. Part 164, Subparts A and E.
7. **Lobbying Certification.**
 - a. **No Federal Funds.** Contractor certifies to the best of Contractor's knowledge and belief, that no federally appropriated funds have been paid or will be paid by or on behalf of Contractor, 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 the awarding of any federal contract, the making of any federal loan or grant, or the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.
 - b. **Disclosure Forms.** If any funds other than federally 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, Contractor shall complete and submit Standard Form LLL, "Disclosure Forms to Report Lobbying," in accordance with its instructions. Such Form is to be obtained at Contractor's request from the Office of Management and Budget.
8. **Audit/Retention Of Records (30 ILCS 500/20-65).** Contractor shall maintain books and records relating to the performance of the Contract or any subcontract and necessary to support amounts charged to the State by MHP under the Contract between MHP and the State of Illinois. Books and records, including information stored in databases or other computer systems, shall be maintained by Contractor for a period of five (5) years from the later of the date of final payment under the Agreement or completion of the Agreement. Books and records required to be maintained under this Section shall be available for review or audit by representatives of the Illinois Department of Health and Family Services, Auditor General, Executive Inspector General, Chief Procurement Officer, State of Illinois internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. Contractor shall cooperate fully with any such audit and with any investigation conducted

by any of these entities. Failure to maintain the books and records required by this Section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under the Contract for which adequate books and records are not available to support the purported disbursement. Contractor shall not impose a charge for audit or examination of Contractor's books and records.

- 9. Confidential Information.** It is understood that each Party to this Contract, including its agents and subcontractors, may have or gain access to confidential data or information owned or maintained by the other Party in the course of carrying out its responsibilities under this Contract. Contractor shall presume all information received from the State of Illinois or to which it gains access pursuant to the Agreement related to the State of Illinois is confidential. Contractor's information (excluding information regarding rates paid by Contractor to its Providers and subcontractors), unless clearly marked as confidential and exempt from disclosure under the Illinois Freedom of Information Act, shall be considered public. No confidential data collected, maintained, or used in the course of performance of the Contract shall be disseminated except as authorized by law and with the written consent of the disclosing Party, either during the term of the Contract or thereafter, or as otherwise set forth in this Contract. The receiving Party must return any and all data collected, maintained, created or used in the course of the performance of the duties of this Contract, in whatever form it is maintained, promptly at the end of the term of this Contract, or earlier at the request of the disclosing Party, or notify the disclosing Party in writing of its destruction. The foregoing obligations shall not apply to confidential data or information that is: (i) lawfully in the receiving Party's possession prior to its acquisition from the disclosing Party; (ii) received in good faith from a third-party not subject to any confidentiality obligation to the disclosing Party; (iii) now is or later becomes publicly known through no breach of confidentiality obligation by the receiving Party; or (iv) is independently developed by the receiving Party without the use or benefit of the disclosing Party's Confidential Information.
- 10. Background Check.** Whenever the State of Illinois deems it reasonably necessary for security reasons, the State may conduct, at its expense, criminal and driver history background checks of Contractor's and its subcontractors' officers, employees or agents. Contractor or the subcontractor shall reassign immediately any such individual who, in the opinion of the State, does not pass the background checks.
- 11. Performance Evaluation.** MHP will periodically monitor the performance of Contractor. To the extent deficiencies or areas for improvement are identified during an informal or formal review, Contractor shall be required to take appropriate corrective action. Notwithstanding anything in this Agreement, MHP may immediately terminate this Agreement, or impose other sanctions, if the performance of Contractor is inadequate.
- 12. Fraud, Waste and Abuse.** In the event that Contractor identifies suspected Fraud, Abuse or financial misconduct, Contractor shall immediately make a report to MHP.
- 13. Approval.** This Agreement is subject to approval and modification by IDHFS.
- 14. Gifts.** Contractor and Contractor's principals, employees and subcontractors are prohibited from giving gifts to IDHFS employees, and from giving gifts to, or accepting gifts from, any Person who has a contemporaneous contract with IDHFS involving duties or obligations related to the Agreement.
- 15. Additional Certifications to the State of Illinois.** Contractor acknowledges and agrees that its compliance with this certification is a material requirement and condition of this Agreement, including renewals. By executing this Agreement, Contractor certifies compliance, as applicable, with this Section and is under a continuing obligation to remain in compliance and report any non-compliance to MHP. This Section shall also apply to any subcontractors used on this Agreement. Contractor shall include these Standard Certifications in any subcontract used in the performance of the Agreement using the Standard Subcontractor Certification form provided by the State. If this Agreement extends over multiple fiscal years, including the initial term and all renewals, Contractor and its subcontractors shall confirm compliance with this Section in the manner and format determined by the State by the date specified by the State and in no event later than July 1 of each year that this Agreement remains in effect. If the

parties determine that any certification in this Section is not applicable to this Agreement it may be stricken without affecting the remaining subsections.

- a. **Sanctions.** As part of each certification, Contractor acknowledges and agrees that if Contractor or its First Tier, Downstream, and Related Entities provide false information, or fail to be or remain in compliance with the Standard Certification requirements, one (1) or more of the sanctions listed below will apply. Identifying a sanction or failing to identify a sanction in relation to any of the specific certifications does not waive imposition of other sanctions or preclude application of sanctions not specifically identified.
 - i. The Contract may be void by operation of law,
 - ii. The State may void the Contract, and
 - iii. MHP and its First Tier, Downstream, and Related Entities may be subject to one or more of the following: suspension, debarment, denial of payment, civil fine, or criminal penalty.
- b. **Civil Rights.** Contractor certifies that it and its employees will comply with applicable provisions of the U.S. Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the ADA(42 U.S.C. § 12101 et seq.) and applicable rules in performance under this Contract.
- c. **Educational Loans.** Contractor certifies that it is not in default on an educational loan (5 ILCS 385/3). This applies to individuals, sole proprietorships, partnerships and individuals as members of LLCs.
- d. **Early Retirement.** Contractor (if an individual, sole proprietor, partner or an individual as member of a LLC) certifies that it has not received an (i) an early retirement incentive prior to 1993 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code, 40 ILCS 5/14-108.3 and 40 ILCS 5/16-133.3, or (ii) an early retirement incentive on or after 2002 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code, 40 ILCS 5/14-108.3 and 40 ILCS 5/16-133, (30 ILCS 105/15a).
- e. **Legal Entity.** Contractor certifies that it is a properly formed and existing legal entity (30 ILCS 500/1.15.80, 20-43); and as applicable has obtained an assumed name certificate from the appropriate authority, or has registered to conduct business in Illinois and is in good standing with the Illinois Secretary of State.
- f. **Collective Bargaining.** To the extent there was an incumbent contractor providing the services covered by this Agreement and the employees of that contractor that provide those services are covered by a collective bargaining agreement, Contractor certifies (i) that it will offer to assume the collective bargaining obligations of the prior employer, including any existing collective bargaining agreement with the bargaining representative of any existing collective bargaining unit or units performing substantially similar work to the services covered by the Contract subject to its bid or offer; and (ii) that it shall offer employment to all employees currently employed in any existing bargaining unit performing substantially similar work that will be performed under the Agreement (30 ILCS 500/25-80). This does not apply to heating, air conditioning, plumbing and electrical service contracts. There is no incumbent contractor contracted with the State that is providing the services covered by the Agreement.
- g. **Bribery.** Contractor certifies that it has not been convicted of bribing or attempting to bribe an officer or employee of the State or any other state, nor has Contractor made an admission of guilt of such conduct that is a matter of record (30 ILCS 500/50-5).
- h. **Felonies.** If Contractor has been convicted of a felony, Contractor certifies at least five (5) years have passed after the date of completion of the sentence for such felony, unless no Person held responsible by a prosecutor's office for the facts upon which the conviction was based continues to have any involvement with the business (30 ILCS 500/50-10). If Contractor, or any officer, director, partner, or other managerial agent of Contractor, has been convicted of a felony under the Sarbanes-Oxley Act of 2002, or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953, Contractor certifies that at least five (5) years have passed since the date of the conviction. Contractor further

certifies that it is not barred from being awarded a contract and acknowledges that the State shall declare the Contract void if this certification is false (30 ILCS 500/50-10.5). Contractor certifies that it is not barred from having a contract with the State based on violating the prohibition on providing assistance to the State in identifying a need for a contract (except as part of a public request for information process) or by reviewing, drafting or preparing a solicitation or similar documents for the State (30 ILCS 500/50-10.5e).

- i. **Payments to the State of Illinois.** Contractor certifies that it and its Affiliates are not delinquent in the payment of any debt to the State (or if delinquent has entered into a deferred payment plan to pay the debt), and Contractor and its affiliates acknowledge the State may declare the Agreement void if this certification is false (30 ILCS 500/50-11) or if Contractor or an Affiliate later becomes delinquent and has not entered into a deferred payment plan to pay off the debt (30 ILCS 500/50-60).
- j. **Use Tax.** Contractor certifies that it and all Affiliates shall collect and remit Illinois Use Tax on all sales of tangible personal property into the State in accordance with provisions of the Illinois Use Tax Act (30 ILCS 500/50-12) and acknowledges that failure to comply can result in the Contract being declared void.
- k. **Environmental Protection.** Contractor certifies that it has not been found by a court or the Pollution Control Board to have committed a willful or knowing violation of the Environmental Protection Act within the last five (5) years, and is therefore not barred from being awarded a contract (30 ILCS 500/50-14).
- l. **Revolving Door.** Contractor certifies that it is not in violation of the “Revolving Door” section of the Illinois Procurement Code (30 ILCS 500/50-30).
- m. **American Products.** In accordance with the Steel Products Procurement Act, Contractor certifies that steel products used or supplied in the performance of a contract for public works shall be manufactured or produced in the United States, unless the executive head of the procuring agency grants an exception (30 ILCS 565).
- n. **Drug Free Workplace.** If Contractor employs twenty-five (25) or more employees and this Contract is worth more than \$5000, Contractor certifies that it will provide a drug free workplace pursuant to the Drug Free Workplace Act (30 ILCS 580).
- o. **International Boycott.** Contractor certifies that neither Contractor nor any substantially owned Affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the U.S. Department of Commerce. This applies to contracts that exceed \$10,000 (30 ILCS 582).
- p. **Bid Rigging.** Contractor certifies that it has not been convicted of the offense of bid rigging or bid rotating or any similar offense of any state or of the United States (720 ILCS 5/33E-3, E-4). Contractor further certifies that it has not paid any money or valuable thing to induce any Person to refrain from bidding on a State contract, nor has Contractor accepted any money or other valuable thing, or acted upon the promise of same, for not bidding on a State contract (30 ILCS 500/50-25). Contractor further certifies that it has not retained a Person to attempt to influence the outcome of a procurement decision for compensation contingent in whole or in part upon the decision or procurement (30 ILCS 500/50-38).
- q. **Suspected Anti-Competitive Practices.** Contractor certifies that it will report to the Illinois Attorney General and the Chief Procurement Officer any suspected collusion or other anti-competitive practice among any bidders, offerors, contractors, proposers or employees of the State (30 ILCS 500/50-40, 50-45, 50-50).
- r. **Human Rights.** Contractor certifies that it complies with the Illinois Department of Human Rights Act and rules applicable to public contracts, including equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies (775 ILCS 5/2-105).

- s. **Discriminatory Clubs.** Contractor certifies that it does not pay dues to or reimburse or subsidize payments by its employees for any dues or fees to any “discriminatory club” (775 ILCS 25/2).
- t. **State Prohibition of Goods from Forced Labor Act.** Contractor certifies that it complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the State under the Agreement have been or will be produced in whole or in part by forced labor, or indentured labor under penal sanction (30 ILCS 583). Contractor further certifies that no foreign-made equipment, materials, or supplies furnished to the State under this Contract have been produced in whole or in part by the labor or any child under the age of twelve (12) (30 ILCS 584).
- u. **Lead Poisoning.** Contractor certifies that it is not in violation of Section 50-14.5 of the Illinois Procurement Code (30 ILCS 500/50-14.5) that states: “Owners of residential buildings who have committed a willful or knowing violation of the Lead Poisoning Prevention Act (410 ILCS 45) are prohibited from doing business with the State until the violation is mitigated”.
- v. **Illinois Executive Order No. 1** Contractor warrants and certifies that it and, to the best of its knowledge, its subcontractors have and will comply with Executive Order No. 1 (2007). The Order generally prohibits contractors and subcontractors from hiring the then-serving Governor’s family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.
- w. **Illinois Information Technology Accessibility Act.** Contractor certifies that information technology, including electronic information, software, systems and equipment, developed or provided under this Contract will comply with the applicable requirements of the Illinois Information Technology Accessibility Act Standards as published at www.dhs.state.il.us/iitaa. (30 ILCS 587)
- x. **Lobbying.** Contractor warrants and certifies that it and, to the best of its knowledge, its subcontractors have and will comply with Executive Order No. 1 (2007). The Order generally prohibits contractors and subcontractors from hiring the then-serving Governor’s family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.
- y. **Non-Exclusion.**
 - i. Contractor certifies that it is not currently barred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal or State department or agency, and is not currently barred or suspended from contracting with the State under Section 50-35(f), 50-35(g) or 50-65 of the Illinois Procurement Code, 30 ILCS 500/1-1 et seq.
 - ii. If at any time during the term of this Contract, Contractor becomes barred, suspended, or excluded from participation in this transaction, Contractor shall, within thirty (30) days after becoming barred, suspended or excluded, provide to the Department a written description of each offense causing the exclusion, the date(s) of the offense, the action(s) causing the offense(s), any penalty assessed or sentence imposed, and the date any penalty was paid or sentence complete.
- z. **Conflict of Interest.** In addition to any other provision in the Agreement governing conflicts of interest, Contractor certifies that neither Contractor, nor any party directly or indirectly affiliated with Contractor, including, but not limited to, Contractor’s officers, directors, employees and

subcontractors, and the officers, directors and employees of Contractor's subcontractors, shall have or acquire any Conflict of Interest in performance of this Agreement.

- i. For purposes of this Section, "Conflict of Interest" shall mean an interest of Contractor, or any entity described above, which may be direct or indirect, professional, personal, financial, or beneficial in nature that, in the sole discretion of the Department, compromises, appears to compromise, or gives the appearance of impropriety with regard to Contractor's duties and responsibilities under this Contract. This term shall include potential Conflicts of Interest. A Conflict of Interest may exist even if no unethical or improper act results from it or may arise where Contractor becomes a party to any litigation, investigation, or transaction that materially impacts Contractor's ability to perform under this Contract. Any situation where Contractor's role under the Contract competes with Contractor's professional or personal role may give rise to an appearance of impropriety. Any conduct that would lead a reasonable individual, knowing all the circumstances, to a conclusion that bias may exist or that improper conduct may occur, or that gives the appearance of the existence of bias or improper conduct, is a Conflict of Interest.
- ii. Contractor shall disclose in writing any Conflicts of Interest to MHP and the IDHFS no later than seven (7) days after learning of the Conflict of Interest. The Department may initiate any inquiry as to the existence of a Conflict of Interest. Contractor shall cooperate with all inquiries initiated pursuant to this Section 9.2.30. Contractor shall have an opportunity to discuss the Conflict of Interest with the Department and suggest a remedy.
- iii. Notwithstanding any other provisions in the Agreement, the Department shall, in its sole discretion, determine whether a Conflict of Interest exists or whether Contractor failed to make any required disclosure. This determination shall not be subject to appeal by Contractor. If the Department concludes that a Conflict of Interest exists, or that Contractor failed to disclose any Conflict of Interest, the Department may impose one or more remedies, as set forth below.
- iv. The appropriate remedy for a Conflict of Interest shall be determined in the sole discretion of the Department and shall not be subject to appeal by Contractor. Available remedies shall include, but not be limited to, the elimination of the Conflict of Interest or the non-renewal or termination of the Agreement.

aa. Clean Air Act And Clean Water Act. Contractor certifies that it is in compliance with all applicable standards, orders or regulations issued pursuant to the federal Clean Air Act (42 U.S.C. 7401 et seq.) and the federal Water Pollution Control Act (33 U.S.C. 1251 et seq.). Violations shall be reported to the United States Department of Health and Human Services and the appropriate Regional Office of the United States Environmental Protection Agency.

bb. Lobbying.

- i. Contractor certifies that, to the best of its knowledge and belief, no federally appropriated funds have been paid or will be paid by or on behalf of Contractor, 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 the awarding of any federal contract, the making of any federal loan or grant, or the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.
- ii. If any funds other than federally 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, Contractor shall complete and submit Standard Form LLL, "Disclosure Forms to Report

Lobbying," in accordance with its instructions. Such Form is to be obtained at MHP's request from the Department's Bureau of Fiscal Operations.

- iii. Contractor shall require that the language of this certification be included in the award document for sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.
- iv. This certification is a material representation of fact upon which reliance was placed when this Agreement was executed. Submission of this certification is a prerequisite for making or entering into the transaction imposed by Section 1352, Title 31, U.S. Code. Any Person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

ILLINOIS MEDICARE-MEDICAID ALIGNMENT INITIATIVE SUBCONTRACTOR FLOW DOWN TERMS

CMS requires that specific terms and conditions be incorporated into the Agreement between a Medicare Advantage Organization or First Tier Entity and a First Tier Entity 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 Contractor acknowledges that it is a downstream subcontractor to MHP who has entered into a three way agreement with CMS and IDHFS to provide services to certain enrollees dully eligible for Medicaid and Medicare managed care services (the "MMAI Contract"). As a subcontractor under MHP's MMAI Contract, Contractor agrees to abide by all sections of MHP's MMAI Contract applicable to Contractor. The following representations and warranties are a material portion of this Agreement as required by MHP's agreement with CMS and IDHFS, and therefore, Contractor warrants and agrees that when Contractor acts as a subcontractor providing services related to enrollees under the MMAI Contract, each of the following shall apply:

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. This also includes an entity that services the Medicare-Medicaid population.

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 MMAI Contract Flow Down Provisions:

Contractor 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 Client, (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. [42 C.F.R. §§ 422.504(i)(2)(i) and (iv)]
2. HHS, the Comptroller General, or their designees have the right to audit, evaluate, collect, and inspect any records under paragraph 1 of this amendment directly from any first tier, downstream, or related entity. For records subject to review under paragraph 1, except in exceptional circumstances, CMS will provide notification to the MA organization that a direct request for information has been initiated. [42 C.F.R. §§ 422.504(i)(2)(ii) and (iii)]
3. Contractor 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, (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]
4. 4. 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)]
5. Any services or other activity performed in accordance with a contract or written agreement by Contractor are consistent and comply with the MA organization's contractual obligations. [42 C.F.R. § 422.504(i)(3)(iii)]
6. MHP 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)]
7. 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 are outlined in the Agreement.
8. 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 are specified in the Agreement.

- (ii) CMS and the 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 determine 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) and (5)]

9. Cultural Considerations. Services will be provided in a culturally competent manner to all enrollees, including those with limited English proficiency or reading skills, and diverse cultural and ethnic backgrounds. [42 CFR 422.112(a)(8)]
10. Contractor shall complete compliance and fraud, waste and abuse training and review and abide by the MHP Code of Conduct and Ethics and compliance policies and procedures for all of its current employees at least annually and new employees within ninety (90) days of hire. Instructions for completing required Compliance Training and Exclusion checks are attached hereto as Appendix A.
11. MHP advocates for open lines of communication and requires Contractor to contact its contract administrator regarding any compliance issues or suspected compliance issues. Contractor also maintains an anonymous reporting vehicle, which is accessed at 1-855-375-6725 or at www.mhplan.ethicspoint.com.
12. In the event of a conflict between the terms and conditions above and the terms of a related agreement, the terms above control.
13. Contractor shall meet all terms and requirements of MHP' MMAI Contract that are applicable to Contractor. [2.7.2.2.1]
14. Contractor shall meet the same federal and State financial and program reporting requirements as MHP. Such reports include: [2.7.2.2.2]
 - a. All information CMS and the Department require under the Contract related to the performance of the Contractor's responsibilities, including non-medical information for the purposes of research and evaluation; [2.16.1.1]
 - b. Any information CMS and the Department require to comply with all applicable federal or State laws and regulations; and [2.16.1.2]
 - c. Any information CMS or the Department require for external rapid cycle evaluation, including, but not limited to, program expenditures, service utilization rates, rebalancing from institutional to community settings, Enrollee satisfaction, Enrollee Complaints and Appeals and enrollment/disenrollment rates. [2.16.1.3]
15. Contractor shall be subject to evaluation by MHP pursuant to 42 C.F.R. § 438.20. [2.7.2.2.2]
16. Contractor shall cooperate with MHP' Quality Assurance Plan. [2.13.4.2.2]
17. Contractor shall allow access to the medical records of its Enrollees to MHP. [2.13.4.2.3]
18. Where MHP or Contractor identify areas requiring improvement, MHP and Contractor, as appropriate, shall take corrective action and implement a quality improvement initiative. If one or more deficiencies are identified, Contractor must develop and implement a corrective action plan, with protections put in place by MHP to prevent such deficiencies from reoccurring. Evidence of ongoing monitoring of the delegated activities sufficient to assure corrective action shall be provided to CMS and the Department through quarterly or annual reporting. [2.13.5.6]

19. Contractor shall comply with all applicable requirements governing Physician incentive plans, including but not limited to such requirements appearing at 42 C.F.R. Parts 417, 422, 434, 438.6(h), and 1003. The Subcontract, as applicable, shall submit all information required to be disclosed to CMS and the Department in the manner and format specified by CMS and the Department, which, subject to Federal approval, must be consistent with the format required by CMS for Medicare contracts. [5.1.7.1]
20. Corrective Action Plan. If MHP is required by CMS or the Department to develop and submit a corrective action plan, Contractor acknowledges that its failure to comply with any applicable requirements of that plan may result in termination of Contractor by CMS or the Department. [5.3.14.3]
21. Conflict of Interest. Contractor certifies that Contractor may not, for the duration of the MMAI Contract, have any interest that will conflict, as determined by CMS and the Department, with the performance of services under the MMAI Contract. Without limiting the generality of the foregoing, CMS and the Department require that Contractor may not have any financial, legal, contractual or other business interest in any entity performing Demonstration Plan enrollment functions for the Department. Contractor further certifies that it will comply with Section 1932(d) of the Social Security Act.
22. Background Check. Whenever the State deems it reasonably necessary for security reasons, the State may conduct, at its expense, criminal and driver history background checks of Contractor's officers, employees or agents. Contractor shall reassign immediately any such individual who, in the opinion of the State, does not pass the background checks.
23. Gifts. Contractor is prohibited from giving gifts to Department employees, and from giving gifts to, or accepting gifts from, any Person who has a contemporaneous contract with the Department involving duties or obligations related to the MMAI Contract.
24. Contractor agrees that the Secretary of the U.S. Department of Health and Human Services or his or her designee, the Governor or his or her designee, Comptroller General, and the State Auditor or his or her designee have the right at reasonable times and upon reasonable notice to examine the books, records, and other compilations of data of Contractor that pertain to: the ability of the Contractor to bear the risk of potential financial losses; services performed; or determinations of amounts payable.
25. Where Contractor performs functions on MHP' behalf related to the operation of the Part D benefit, Subcontractor agrees to comply with 42 C.F.R. § 423.505(i).
26. Contractor certifies and warrants that it is, and shall continuously remain, in compliance with 42 C.F.R. §§ 422.504, 423.505, and 438.6(l).
27. Contractor shall allow HHS, the Comptroller General, the Department, the Department's Office of Inspector General, the Medicaid Fraud Control Unit of the Illinois State Police, the Illinois Auditor General, and their designees, and other State and federal agencies with monitoring authority related to Medicare and Medicaid, to audit, evaluate, and inspect any books, contracts, computer or other electronic systems, including medical records and documentation of Contractor or its First Tier, Downstream and Related Entities.
28. Contractor acknowledges and warrants that the HHS's, the Comptroller General's, the Department's, the Department's Office of Inspector's General, the Medicaid Fraud Control Unit's of the Illinois State Police, the Illinois Auditor's General, and or their designees', and other State and federal agencies with monitoring authority related to Medicare and Medicaid, right to inspect, evaluate, and audit any pertinent information for any particular contract period for ten years from the final date of the contract period or from the date of completion of any audit, whichever is later.
29. Any services or other activities performed by Contractor or its First Tier, Downstream and Related Entities shall be performed in accordance with MHP' contractual obligations to CMS and the Department;
30. MHP shall monitor the performance of the parties under this Agreement on an ongoing basis and may impose corrective action as necessary to cure deficiencies in Contractor's performance;
31. Contractor or its First Tier, Downstream and Related Entities agree to safeguard Enrollee Privacy and confidentiality of Enrollee health records.

32. Contractor and its First Tier, Downstream and Related Entities certify that it complies with all Federal and State laws, regulations and CMS instructions.
33. If Contractor or its First Tier, Downstream and Related Entities offer laboratory testing sites providing services under this Agreement, such laboratory testing sites must have either a Clinical Laboratory Improvement Amendment (CLIA) certificate or waiver of a certificate of registration along with a CLIA identification number.

Certifications to the State of Illinois for MMAI

Contractor acknowledges and agrees that its compliance with this certification is a material requirement and condition of this Contract, including renewals. By executing this Agreement, Contractor certifies compliance, as applicable, with this Section and is under a continuing obligation to remain in compliance and report any non-compliance to MHP. This Section shall also apply to First Tier, Downstream, and Related Entities used on this Agreement. Contractor shall include these Standard Certifications in any subcontract used in the performance of the Agreement using the Standard Contractor Certification form provided by the State. If this Agreement extends over multiple fiscal years, including the initial term and all renewals, Contractor and its First Tier, Downstream, and Related Entities shall confirm compliance with this Section in the manner and format determined by the State by the date specified by the State and in no event later than July 1 of each year that this Contract remains in effect. If the parties determine that any certification in this Section is not applicable to this Contract it may be stricken without affecting the remaining subsections. [5.3.22]

- 1 As part of each certification, Contractor acknowledges and agrees that if Contractor or its First Tier, Downstream, and Related Entities provide false information, or fail to be or remain in compliance with the Standard Certification requirements, one (1) or more of the sanctions listed below will apply. Identifying a sanction or failing to identify a sanction in relation to any of the specific certifications does not waive imposition of other sanctions or preclude application of sanctions not specifically identified. [5.3.22.1]
 - i. The Contract may be void by operation of law, [5.3.22.1.1]
 - ii. The State may void the Contract, and [5.3.22.1.2]
 - iii. MHP and its First Tier, Downstream, and Related Entities may be subject to one or more of the following: suspension, debarment, denial of payment, civil fine, or criminal penalty. [5.3.22.1.3]
- 2 Contractor certifies that it and its employees will comply with applicable provisions of the U.S. Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the ADA(42 U.S.C. § 12101 et seq.) and applicable rules in performance under this Agreement.
- 3 Contractor certifies that it is a properly formed and existing legal entity; and as applicable has obtained an assumed name certificate from the appropriate authority, or has registered to conduct business in Illinois and is in good standing with the Illinois Secretary of State.
- 4 Contractor certifies that it has not been convicted of bribing or attempting to bribe an officer or employee of the State or any other state, nor has Contractor made an admission of guilt of such conduct that is a matter of record (30 ILCS 500/50-5).
- 5 If Contractor employs twenty-five (25) or more employees and this Agreement is worth more than \$5000, Contractor certifies that it will provide a drug free workplace pursuant to the Drug Free Workplace Act (30 ILCS 580).
- 6 Contractor certifies that neither Contractor nor any substantially owned Affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the U.S. Department of Commerce. This applies to contracts that exceed \$10,000 (30 ILCS 582).
- 7 Contractor certifies that it has not been convicted of the offense of bid rigging or bid rotating or any similar offense of any state or of the United States (720 ILCS 5/33E-3, E-4).

- 8 Contractor certifies that it complies with the Illinois Department of Human Rights Act and rules applicable to public contracts, including equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies (775 ILCS 5/2-105).
- 9 Contractor warrants and certifies that it and, to the best of its knowledge, its subcontractors have and will comply with Executive Order No. 1 (2007). The Order generally prohibits contractors and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.
- 10 Non-Exclusion:
 - i. Contractor certifies that it is not currently barred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal or State department or agency, and is not currently barred or suspended from contracting with the State under Section 50-35(f), 50-35(g) or 50-65 of the Illinois Procurement Code, 30 ILCS 500/1-1 et seq.
 - ii. If at any time during the term of this Agreement, Contractor becomes barred, suspended, or excluded from participation in this transaction, Contractor shall, within thirty (30) days after becoming barred, suspended or excluded, provide to the Department a written description of each offense causing the exclusion, the date(s) of the offense, the action(s) causing the offense(s), any penalty assessed or sentence imposed, and the date any penalty was paid or sentence complete.
- 11 Lobbying:
 - i. Contractor certifies that, to the best of its knowledge and belief, no federally appropriated funds have been paid or will be paid by or on behalf of Contractor, 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 the awarding of any federal contract, the making of any federal loan or grant, or the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.
 - ii. If any funds other than federally 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, Contractor shall complete and submit Standard Form LLL, "Disclosure Forms to Report Lobbying," in accordance with its instructions. Such Form is to be obtained at Contractor's request from the Department's Bureau of Fiscal Operations.
 - iii. Contractor shall require that the language of this certification be included in the award document for sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.
 - iv. This certification is a material representation of fact upon which reliance was placed when this Agreement was executed. Submission of this certification is a prerequisite for making or entering into the transaction imposed by Section 1352, Title 31, U.S. Code. Any Person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

MEDICARE ADVANTAGE SUBCONTRACTOR FLOW DOWN TERMS

CMS requires that specific terms and conditions be incorporated into the Agreement between a Medicare Advantage Organization or First Tier Entity and a First Tier Entity 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

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. This also includes an entity that services the Medicare-Medicaid population.

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:

Contractor 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 Client, (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. [42 C.F.R. §§ 422.504(i)(2)(i) and (iv)]

2. HHS, the Comptroller General, or their designees have the right to audit, evaluate, collect, and inspect any records under paragraph 1 of this amendment directly from any first tier, downstream, or related entity. For records subject to review under paragraph 1, except in exceptional circumstances, CMS will provide notification to the MA organization that a direct request for information has been initiated. [42 C.F.R. §§ 422.504(i)(2)(ii) and (iii)]

3. Contractor 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, (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]

4. 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)]

5. For contracts between Contractor and MHP in which Contractor provides medical and not merely administrative services, the following section shall apply. 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. Contractor 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 plan 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)]

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

7. For contracts between Contractor and MHP in which Contractor provides medical and not merely administrative services, the following section shall apply. Contracts or other written agreements between the MA organization and providers or between first tier and downstream entities must contain a prompt payment provision, the terms of which are developed and agreed to by the contracting parties. The MA organization is obligated to pay contracted providers under the terms of the contract between the Contractor and the provider. [42 C.F.R. §§ 422.520(b)(1) and (2)]

8. [Entity Name] 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)]

9. 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, they are designated in the contract between MA organization and Contractor.

10. 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 are specified in the Agreement.

(ii) CMS and the 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 determine 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) and (5)]

11. Cultural Considerations. Services will be provided in a culturally competent manner to all enrollees, including those with limited English proficiency or reading skills, and diverse cultural and ethnic backgrounds.
[42 CFR 422.112(a)(8)]

12. Contractor shall complete compliance and fraud, waste and abuse training and review and abide by Meridian's Code of Conduct and Ethics and compliance policies and procedures for all of its current employees at least annually and new employees within ninety (90) days of hire. Instructions for completing required Compliance Training and Exclusion checks are attached hereto as Appendix XX.

13. MHP advocates for open lines of communication and requires Contractor to contact its contract administrator regarding any compliance issues or suspected compliance issues. Contractor also maintains an anonymous reporting vehicle, which is accessed at 1-855-375-6725 or at www.mhplan.ethicspoint.com.

APPENDIX A

Compliance Training & Exclusion Check

As a newly contracted first tier, downstream and related entity (FDR), you are required by the Centers for Medicare & Medicaid Services (CMS) to:

- Take the CMS FWA Training (Part 1) & CMS General Compliance Training (Part 2)
http://www.mhplan.com/training/external/MAP_MI_Providers_FWA_Training/PFWA_MI.htm and
[https://corp.mhplan.com/ContentDocuments/default.aspx?x=Njzj8Wdry3Apr3NBYNRLftRytGBkJbHmGGIyoA8/+N9VBn4jxLh5HZ76GfIV557s9WZ4S6v+E16uSbXc6WLIjgw](https://corp.mhplan.com/ContentDocuments/default.aspx?x=Njzj8Wdry3Apr3NBYNRLftRytGBkJbHmGGIyoA8/+N9VBn4jxLh5HZ76GfIV557s9WZ4S6v+E16uSbXc6WLIjgw;);
- Read Meridian's Compliance Program & Code of Business Conduct and Ethics
<https://corp.mhplan.com/ContentDocuments/default.aspx?x=klW0njV/3wdKshtM3BHX1bWrS3PcSg0JxBV4811qy+yabllvY/M9Y2Kgw/G3foIv69Ypkos2eiV5m1bjqSKRw>; and
- Screen your employees against the OIG and GSA exclusion lists.

If your employees have taken compliance training for other Medicare Advantage plans or through CMS' Medicare Learning Network (MLN) website, you do not have to re-take this training. However, you must still be familiar with Meridian's Compliance Program and Standards of Conduct, since they pertain to Meridian specifically. Also, if you are a medical provider and have met the most recent fraud, waste, and abuse (FWA) certification requirements through enrollment into the Original Medicare program, as required by Medicare, you do not have to take Part 1 FWA training.

Please make sure all of your employees review the documents within **90 days** of the start date of the service contract. Screening against the exclusion lists must occur **monthly**. All new employees must also take the training and review our policies as part of their orientation, and be screened before hire and monthly.

Please document and retain proof of these activities. You may use the Training Attendance Log available at <https://corp.mhplan.com/ContentDocuments/default.aspx?x=9w9hd2lRqxFvU4uXulUocMNHjUKq7yaVX7o0qq0AmMKP2Kb5bgfi7CADl7VvEMgr39XGXhQ+b92tV3FIPEluZQ> to track your completion. You do not need to send anything to Meridian. However, you must retain any documentation for a period of **ten (10) years**, and your proof of training completion and exclusion screening may be subject to audit and verification.

QUESTIONS

If you have any questions about the content of this page, you may contact your Meridian contract administrator. You may also reference the FAQ attached to this letter.

Sincerely,

Compliance Department
Meridian Health Plan

Compliance Training, Compliance Policies & Exclusion Screening FAQ

Why do I have to administer compliance training and Meridian's Compliance Program, and screen my employees against the exclusion lists?

CMS requires FDRs who do business with Medicare Advantage plans to receive annual compliance training and our compliance program, and be screened against the exclusion lists. This is also a requirement in your Meridian contract.

What if I have already administered compliance training and compliance program and screened my employees for another Medicare Advantage health plan?

If you have already administered compliance training and screened your employees for another Medicare Advantage health plan, you do not have to do them again. Please retain evidence that you have administered the training and screening, as we may audit this later. You must read our compliance policies, since they pertain to Meridian specifically.

Can I develop my own training for my employees to meet the General Compliance and FWA Training requirements?

No. The only acceptable training modules are those developed by Meridian, by another Medicare Advantage plan, or CMS through its Medicare Learning Network (MLN) website. You may develop your own modules to provide your employees with specific, on-the-job training. You may also develop additional training to supplement the General Compliance and FWA Training content, but it cannot replace them.

Who in my organization is required to take compliance training and compliance program and be screened?

All employees who handle Meridian Medicare business must take the training, be familiar with our compliance program, and be screened against the exclusion list.

Do I need to send anything to Meridian to show I have completed these activities?

No. You should document that you and your employees have taken the training, reviewed our compliance program, and been screened. This documentation must be retained for a period of ten (10) years. For your convenience, we have provided you with a Training Attendance Log (located on our website) that you may use to track your completion. Please retain it for your record, as we may audit this later.

Are the training, compliance program and screening required for new employees?

Yes. New employees must also receive the training, our compliance program, and be screened, typically at the time of their orientation.

When is the deadline to finish compliance training, compliance program and screening?

Your employees must complete the training and the compliance program within **90 days** of the start date of the service contract. Screening must be done before the employee is hired, and monthly thereafter.

What is the purpose of the training and compliance program?

They will provide you with:

- An understanding of our Compliance Program
- Examples of noncompliant and FWA issues
- An explanation of your obligation to recognize noncompliance, FWA, as well as when and how to report them
- Testing of your knowledge of compliance

What is the purpose of the exclusion screening?

They ensure that certain employees (who are disqualified from working in Medicare or Medicaid business, as determined by the government) do not perform any work for Meridian.

What must I do if an employee is listed on the exclusion list?

If any person is found to be on such lists, you are required to immediately remove the person from any work related directly or indirectly to all Federal health care programs, including Medicare and Medicaid.

Where are the training modules, compliance program and exclusion lists located?

For your convenience, all documents are located on our website:

CMS compliance training and Meridian Medicare compliance program: [http://
http://medicaremeridian.com/complete/il/corporate/index.php?location=corporate&page=compliance](http://http://medicaremeridian.com/complete/il/corporate/index.php?location=corporate&page=compliance)

OIG exclusion: <http://oig.hhs.gov/exclusions/index.asp>

GSA exclusion: <https://www.sam.gov/portal/public/SAM/>

How often are the training modules and compliance program updated?

We usually make updates to our materials at least once a year.