

## PROVIDER AGREEMENT

This Provider Agreement (hereinafter "Agreement") is made and entered into by and between [REDACTED] Tennessee, Inc. d/b/a [REDACTED] Community Care, [REDACTED] Texas, Inc. (collectively referred in this Agreement as "[REDACTED]" and the undersigned Provider (hereinafter "Provider"), effective as September 1, 2021 (the "Effective Date"). In accordance with this Agreement, [REDACTED] Tennessee, Inc. manages the Medicaid Program under [REDACTED] and [REDACTED] Texas, Inc. manages the Medicare Advantage Program. In consideration of the mutual promises and covenants herein contained, the sufficiency of which is acknowledged by the parties, the parties agree as follows:

### ARTICLE I DEFINITIONS

"Affiliate" means any person, firm, corporation (including, without limitation, service corporation and professional corporation), partnership (including, without limitation, general partnership, limited partnership and limited liability partnership), limited liability company, joint venture, business trust, association or other entity or organization that (i) now or in the future directly or indirectly controls, is controlled by or is under common control with the [REDACTED] and/or (ii) that is identified as an Affiliate on a designated web site as referenced in the provider manual(s). Unless otherwise set forth in the Agreement, an Affiliate may access the rates, terms and conditions of this Agreement.

"Agency" means a federal, state or local agency, administration, board or other governing body with jurisdiction over the governance or administration of a Health Benefit Plan.

"[REDACTED] Compensation Schedule" ("ACS") means the document(s) attached hereto and incorporated herein by reference, and which sets forth the [REDACTED] Rate(s) and compensation related terms for the Network(s) in which Provider participates. The ACS may include additional Provider obligations and specific [REDACTED] compensation related terms and requirements.

"[REDACTED] Rate" means the lesser of Eligible Charges for Covered Services, or the total reimbursement amount that Provider and [REDACTED] have agreed upon as set forth in the [REDACTED] Compensation Schedule ("ACS"). The [REDACTED] Rate includes applicable Cost Shares, and shall represent payment in full to Provider for Covered Services.

"Audit" means a review of the Claim(s) and supporting clinical information submitted by Provider to ensure payment accuracy. The review ensures Claim(s) comply with all pertinent aspects of payment including, but not limited to, contractual terms, Regulatory Requirements, Coded Service Identifiers (as defined in the ACS) guidelines and instructions, [REDACTED] medical policies and clinical utilization management guidelines, reimbursement policies, and generally accepted medical practices. Audit does not include medical record review for quality and risk adjustment initiatives.

"Claim" means either the uniform bill claim form or electronic claim form in the format prescribed by [REDACTED] submitted by a provider for payment by a [REDACTED] for Health Services rendered to a Member.

"CMS" means the Centers for Medicare & Medicaid Services, an administrative agency within the United States Department of Health & Human Services ("HHS").

"Cost Share" means, with respect to Covered Services, an amount which a Member is required to pay under the terms of the applicable Health Benefit Plan. Such payment may be referred to as an allowance, coinsurance, copayment, deductible, penalty or other Member payment responsibility, and may be a fixed amount or a percentage of applicable payment for Covered Services rendered to the Member.

"Covered Services" means Medically Necessary Health Services, as determined by [REDACTED] and described in the applicable Health Benefit Plan, for which a Member is eligible for coverage.

"Government Contract" means the contract between [REDACTED] and an applicable party, such as an Agency, which governs the delivery of Health Services by [REDACTED] to Member(s) pursuant to a Government Program.

"Government Program" means any federal or state funded program under the Social Security Act, and any other federal, state, county or other municipally funded program or product in which [REDACTED] maintains a contract to

furnish services. For purposes of this Agreement, Government Program does not include the Federal Employees Health Benefits Program ("FEHBP"), or any state or local government employer program.

"Health Benefit Plan" means the document(s) that set forth Covered Services, rules, exclusions, terms and conditions of coverage. Such document(s) may include but are not limited to a Member handbook, a health certificate of coverage, or evidence of coverage.

"Health Service" means those services, supplies or items that a health care provider is licensed, equipped and staffed to provide and which he/she/it customarily provides to or arranges for individuals.

"Medically Necessary" or "Medical Necessity" means the definition as set forth in the applicable Participation Attachment(s).

"Member" means any individual who is eligible, as determined by [REDACTED] as applicable, and [REDACTED] to receive Covered Services under a Health Benefit Plan. For all purposes related to this Agreement, including all schedules, attachments, exhibits, provider manual(s), notices and communications related to this Agreement, the term "Member" may be used interchangeably with the terms Insured, Covered Person, Covered Individual, Enrollee, Subscriber, Dependent Spouse/Domestic Partner, Child, Beneficiary or Contract Holder, and the meaning of each is synonymous with any such other.

"Network" means a group of providers that support, through a direct or indirect contractual relationship, one or more product(s) and/or program(s) in which Members are enrolled.

"Participating Provider" means an institution, facility, agency, physician, health care practitioner, or other entity that is licensed or otherwise authorized to provide any of the Covered Services in the state in which they are furnished and that is party to an agreement to provide Covered Services to Members that has met all applicable required [REDACTED] credentialing requirements and accreditation requirements for the services the Participating Provider provides, and that is designated by [REDACTED] to participate in one or more Network(s). Unless otherwise specifically delineated, all references herein to "Provider" may also mean and refer to "Participating Provider". Participating Provider does not include consumer-directed workers (refer to Consumer-Directed Worker); nor does provider include the FEA (refer to Fiscal Employer Agent).

"Participation Attachment(s)" means the document(s) attached hereto and incorporated herein by reference, and which identifies the additional duties and/or obligations related to Network(s), Government Program(s), Health Benefit Plan(s), and/or [REDACTED] programs such as quality and/or incentive programs.

"Regulatory Requirements" means any requirements, as amended from time to time, imposed by applicable federal, state or local laws, rules, regulations, guidelines, instructions, Government Contract, or otherwise imposed by an Agency or government regulator in connection with the procurement, development or operation of a Health Benefit Plan, or the performance required by either party under this Agreement. The omission from this Agreement of an express reference to a Regulatory Requirement applicable to either party in connection with their duties and responsibilities shall in no way limit such party's obligation to comply with such Regulatory Requirement.

## ARTICLE II SERVICES/OBLIGATIONS

- 2.1 Member Identification. [REDACTED] shall ensure that [REDACTED] provides a means of identifying Member either by issuing a paper, plastic, electronic, or other identification document to Member or by a telephonic, paper or electronic communication to Provider. This identification need not include all information necessary to determine Member's eligibility at the time a Health Service is rendered, but shall include information necessary to contact [REDACTED] to determine Member's participation in the applicable Health Benefit Plan. Provider acknowledges and agrees that possession of such identification document or ability to access eligibility information telephonically or electronically, in and of itself, does not qualify the holder thereof as a Member, nor does the lack thereof mean that the person is not a Member.
- 2.2 Provider Non-discrimination. Provider shall provide Health Services to Members in a manner similar to and within the same time availability in which Provider provides Health Services to any other individual. Provider will not differentiate, or discriminate against any Member as a result of his/her enrollment in a Health Benefit Plan, or because of race, color, creed, national origin, ancestry, religion, sex, marital status, age, disability, payment source, state of health, need for Health Services, status as a litigant, status as a Medicare or Medicaid beneficiary, sexual orientation, gender identity, or any other basis prohibited by law. Provider shall

not be required to provide any type, or kind of Health Service to Members that he/she/it does not customarily provide to others. Additional requirements may be set forth in the applicable Participation Attachment(s).

- 2.3 Publication and Use of Provider Information. Provider agrees that [REDACTED] its Affiliates, or designees may use, publish, disclose, and display, for commercially reasonable general business purposes, either directly or through a third party, information related to Provider, including but not limited to demographic information, information regarding credentialing, affiliations, performance data, and any other information related to Provider for transparency initiatives except for information protected by federal and state confidentiality laws.
- 2.4 Use of Symbols and Marks. Neither party to this Agreement shall publish, copy, reproduce, or use in any way the other party's symbols, service mark(s) or trademark(s) without the prior written consent of such other party. Notwithstanding the foregoing, the parties agree that they may identify Provider as a participant in the Network(s) in which he/she/it participates.
- 2.5 Submission and Adjudication of Claims. Provider shall submit, and [REDACTED] shall adjudicate, Claims in accordance with the applicable Participation Attachment(s), the ACS, the provider manual(s) and Regulatory Requirements. If Provider submits Claims prior to receiving notice of [REDACTED] approval pursuant to section 2.13, then such Claims must be submitted in accordance with prior authorization requirements, and shall be processed as out of network. [REDACTED] shall not make retroactive adjustments with respect to such Claims.
- 2.6 Payment in Full and Hold Harmless.
- 2.6.1 Provider agrees to accept as payment in full, in all circumstances, the applicable [REDACTED] Rate whether such payment is in the form of a Cost Share, a payment by [REDACTED] or a payment by another source, such as through coordination of benefits or subrogation. Provider shall bill, collect, and accept compensation for Cost Shares. Provider agrees to make reasonable efforts to verify Cost Shares prior to billing for such Cost Shares. In no event shall [REDACTED] be obligated to pay Provider or any person acting on behalf of Provider for services that are not Covered Services, or any amounts in excess of the [REDACTED] Rate less Cost Shares or payment by another source, as set forth above. Consistent with the foregoing, Provider agrees to accept the [REDACTED] Rate as payment in full if the Member has not yet satisfied his/her deductible.
- 2.6.2 Except as expressly permitted under Regulatory Requirements, Provider agrees that in no event, including but not limited to, nonpayment by [REDACTED] insolvency of [REDACTED] breach of this Agreement, or Claim payment denials or adjustment requests or recoupments based on miscoding or other billing errors of any type, whether or not fraudulent or abusive, shall Provider, or any person acting on behalf of Provider, bill, charge, collect a deposit from, seek compensation from, or have any other recourse against a Member, or a person legally acting on the Member's behalf, for Covered Services provided pursuant to this Agreement. Notwithstanding the foregoing, Provider may collect reimbursement from the Member for the following:
- 2.6.2.1 Cost Shares, if applicable;
- 2.6.2.2 Health Services that are not Covered Services. However, Provider may seek payment for a Health Service that is not Medically Necessary or is experimental/investigational only if Provider obtains a written waiver that meets the following criteria:
- a) The waiver notifies the Member that the Health Service is likely to be deemed not Medically Necessary, or experimental/investigational;
  - b) The waiver notifies the Member of the Health Service being provided and the date(s) of service;
  - c) The waiver notifies the Member of the approximate cost of the Health Service;
  - d) The waiver is signed by the Member, or a person legally acting on the Member's behalf, prior to receipt of the Health Service.

- 2.7 Recoupment/Offset/Adjustment for Overpayments. ██████ shall be entitled to offset and recoup an amount equal to any overpayments or improper payments made by ██████ to Provider against any payments due and payable by ██████ to Provider with respect to any Health Benefit Plan under this Agreement. Provider shall voluntarily refund all duplicate or erroneous Claim payments regardless of the cause, including, but not limited to, payments for Claims where the Claim was miscoded, non-compliant with industry standards, or otherwise billed in error, whether or not the billing error was fraudulent, abusive or wasteful. Upon determination by ██████ that any recoupment, improper payment, or overpayment is due from Provider, Provider must refund the amount to ██████ within thirty (30) days of when ██████ notifies Provider. If such reimbursement is not received by ██████ within the thirty (30) days following the date of such notice, ██████ shall be entitled to offset such overpayment against any Claims payments due and payable by ██████ to Provider under any Health Benefit Plan in accordance with Regulatory Requirements. In such event, Provider agrees that all future Claim payments applied to satisfy Provider's repayment obligation shall be deemed to have been paid in full for all purposes, including section 2.6.1. Should Provider disagree with any determination by ██████ that Provider has received an overpayment, Provider shall have the right to appeal such determination under ██████ procedures set forth in the provider manual, and such appeal shall not suspend ██████ right to recoup the overpayment amount during the appeal process unless required by Regulatory Requirements. ██████ reserves the right to employ a third party collection agency in the event of non-payment.
- 2.8 Use of Subcontractors. Provider and ██████ may fulfill some of their duties under this Agreement through subcontractors. For purposes of this provision, subcontractors shall include, but are not limited to, vendors and non-Participating Providers that provide supplies, equipment, staffing, and other services to Members at the request of, under the supervision of, and/or at the place of business of Provider. Provider shall provide ██████ with thirty (30) days prior notice of any Health Services subcontractors with which Provider may contract to perform Provider's duties and obligations under this Agreement, and Provider shall remain responsible to ██████ for the compliance of his/her/its subcontractors with the terms and conditions of this Agreement as applicable, including, but not limited to, the Payment in Full and Hold Harmless provisions herein.
- 2.9 Compliance with Provider Manual(s) and Policies, Programs and Procedures. Provider agrees to cooperate and comply with, ██████ provider manual(s), and all other policies, programs and procedures (collectively "Policies") established and implemented by ██████ applicable to the Network(s) in which Provider participates. ██████ or its designees may modify the provider manual(s) and its Policies by providing at least thirty (30) days notice to Provider in advance of the effective date of modifications thereto.
- 2.10 Referral Incentives/Kickbacks. Provider represents and warrants that Provider does not give, provide, condone or receive any incentives or kickbacks, monetary or otherwise, in exchange for the referral of a Member, and if a Claim for payment is attributable to an instance in which Provider provided or received an incentive or kickback in exchange for the referral, such Claim shall not be payable and, if paid in error, shall be refunded to ██████
- 2.11 Networks and Provider Panels. Provider shall be eligible to participate only in those Networks designated on the Provider Networks Attachment of this Agreement. Provider shall not be recognized as a Participating Provider in such Networks until the later of: 1) the Effective Date of this Agreement or; 2) as determined by ██████ in its sole discretion, the date Provider has met ██████ applicable credentialing requirements and accreditation requirements. Provider acknowledges that ██████ may develop, discontinue, or modify new or existing Networks, products and/or programs. In addition to those Networks designated on the Provider Networks Attachment, ██████ may also identify Provider as a Participating Provider in additional Networks, products and/or programs designated in writing from time to time by ██████. The terms and conditions of Provider's participation as a Participating Provider in such additional Networks, products and/or programs shall be on the terms and conditions as set forth in this Agreement unless otherwise agreed to in writing by Provider and ██████

In addition to and separate from Networks that support some or all of ██████ products and/or programs (e.g., HMO and PPO), Provider further acknowledges that certain Health Services, including by way of example only, laboratory services, may be provided exclusively by designated Participating Providers (a "Health Services Designated Network"), as determined by ██████. Provider agrees to refer Members to such designated Participating Providers in a Health Services Designated Network for the provision of certain Health Services, even if Provider performs such services. Notwithstanding any other provision in this Agreement, if Provider provides a Health Service to a Member for which Provider is not a designated Participating Provider in a Health Services Designated Network, then Provider agrees that he/she/it shall not

be reimbursed for such services by [REDACTED] or the Member, unless Provider was authorized to provide such Health Service by [REDACTED]

- 2.12 Change in Provider Information. Provider shall immediately send written notice, in accordance with the Notice section of this Agreement, to [REDACTED] of:
- 2.12.1 Any legal, governmental, or other action or investigation involving Provider which could affect Provider's credentialing status with [REDACTED] or materially impair the ability of Provider to carry out his/her/its duties and obligations under this Agreement, except for temporary emergency diversion situations; or
- 2.12.2 Any change in Provider accreditation, affiliation, hospital privileges (if applicable), insurance, licensure, certification or eligibility status, or other relevant information regarding Provider's practice or status in the medical community.
- 2.13 Provider Credentialing and Accreditation. Provider warrants that he/she/it meets all [REDACTED] credentialing requirements, and accreditation requirements for the Networks in which Provider participates. A description of the applicable credentialing requirements and accreditation requirements, are set forth in the provider manual(s) and/or in the ACS. Provider acknowledges that until such time as Provider has been determined to have fully met [REDACTED] credentialing requirements and accreditation requirements, as applicable, Provider shall not be entitled to the benefits of participation under this Agreement, including without limitation the [REDACTED] Rates set forth in the ACS attached hereto.
- 2.14 Provider Staffing and Staff Privileges. Provider agrees to maintain professional staffing levels to meet community access standards and for applicable facilities, agrees to facilitate and to expeditiously grant admitting privileges to Participating Providers who meet facility's credentialing standards.
- 2.15 Adjustment Requests. If Provider believes a Claim has been improperly adjudicated for a Covered Service for which Provider timely submitted a Claim to [REDACTED] Provider may submit a request for an adjustment to [REDACTED] in accordance with the applicable Participation Attachment and/or provider manual(s) as incorporated into this Agreement.
- 2.16 Provision and Supervision of Services. In no way shall [REDACTED] be construed to be a provider of Health Services or responsible for, exercise control, or have direction over the provision of such Health Services. Provider shall be solely responsible to the Member for treatment, medical care, and advice with respect to the provision of Health Services. Provider agrees that all Health Services provided to Members under this Agreement shall be provided by Provider or by a qualified person under Provider's direction. Provider warrants that any nurses or other health professionals employed by or providing services for Provider shall be duly licensed or certified under applicable law. In addition, nothing herein shall be construed as authorizing or permitting Provider to abandon any Member.
- 2.17 Coordination of Benefits/Subrogation. Subject to Regulatory Requirements, Provider agrees to cooperate with [REDACTED] regarding subrogation and coordination of benefits, as set forth in Policies and the provider manual(s), and to notify [REDACTED] promptly after receipt of information regarding any Member who may have a Claim involving subrogation or coordination of benefits.
- 2.18 Cost Effective Care. Provider shall provide Covered Services in the most cost effective, clinically appropriate setting and manner. In addition, in accordance with the provider manual(s) and Policies, Provider shall utilize Participating Providers, and when Medically Necessary or appropriate, refer and transfer Members to Participating Providers for all Covered Services, including but not limited to specialty, laboratory, ancillary and supplemental services.
- 2.19 Facility-Based Providers. Provider agrees to require its contracted facility-based providers or those with exclusive privileges with Provider to obtain and maintain Participating Provider status with [REDACTED] Until such time as facility-based providers enter into agreements with [REDACTED] Provider agrees to fully cooperate with [REDACTED] to prevent Members from being billed amounts in excess of the applicable [REDACTED] non-participating reimbursement for such Covered Services. Facility-based providers may include, but are not limited to, anesthesiologists, radiologists, pathologists, neonatologists, hospitalists and emergency room physicians.

### ARTICLE III CONFIDENTIALITY/RECORDS

- 3.1 Proprietary and Confidential Information. Except as otherwise provided herein, all information and material provided by either party in contemplation of or in connection with this Agreement remains proprietary and confidential to the disclosing party. This Agreement, including but not limited to the [REDACTED] Rates, is [REDACTED] proprietary and confidential information. Neither party shall disclose any information proprietary or confidential to the other, or use such information or material except: (1) as otherwise set forth in this Agreement; (2) as may be required to perform obligations hereunder; (3) as required to deliver Health Services or administer a Health Benefit Plan; (4) to [REDACTED] or its designees; (5) upon the express written consent of the parties; or (6) as required by Regulatory Requirements. Notwithstanding the foregoing, either party may disclose such information to its legal advisors, lenders and business advisors, provided that such legal advisors, lenders and business advisors agree to maintain confidentiality of such information. Provider and [REDACTED] shall each have a system in place that meets all applicable Regulatory Requirements to protect all records and all other documents relating to this Agreement which are deemed confidential by law. Any disclosure or transfer of proprietary or confidential information by Provider or [REDACTED] will be in accordance with applicable Regulatory Requirements. Provider shall immediately notify [REDACTED] if Provider is required to disclose any proprietary or confidential information at the request of an Agency or pursuant to any federal or state freedom of information act request.
- 3.2 Confidentiality of Member Information. Both parties agree to comply with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the Health Information Technology for Economic and Clinical Health Act ("HITECH Act"), and as both may be amended, as well as any other applicable Regulatory Requirements regarding confidentiality, use, disclosure, security and access of the Member's personally identifiable information ("PII") and protected health information ("PHI"), (collectively "Member Information"). Provider shall review all Member Information received from [REDACTED] to ensure no misrouted Member Information is included. Misrouted Member Information includes but is not limited to, information about a Member that Provider is not currently treating. Provider shall immediately destroy any misrouted Member Information or safeguard the Member Information for as long as it is retained. In no event shall Provider be permitted to misuse or re-disclose misrouted Member Information. If Provider cannot destroy or safeguard misrouted Member Information, Provider must contact [REDACTED] to report receipt of misrouted Member Information.
- 3.3 Network Provider/Patient Discussions. Notwithstanding any other provision in this Agreement and regardless of any benefit or coverage exclusions or limitations associated with a Health Benefit Plan, Provider shall not be prohibited from discussing fully with a Member any issues related to the Member's health including recommended treatments, treatment alternatives, treatment risks and the consequences of any benefit coverage or payment decisions made by [REDACTED] or any other party. In addition, nothing in this Agreement shall be construed to, create any financial incentive for Provider to withhold Covered Services, or prohibit Provider from disclosing to the Member the general methodology by which Provider is compensated under this Agreement, such as for example, whether Provider is paid on a fee for service, capitation or Percentage Rate basis. [REDACTED] shall not refuse to allow or to continue the participation of any otherwise eligible provider, or refuse to compensate Provider in connection with services rendered, solely because Provider has in good faith communicated with one or more of his/her/its current, former or prospective patients regarding the provisions, terms or requirements of a Health Benefit Plan as they relate to the health needs of such patient. Nothing in this section shall be construed to permit Provider to disclose [REDACTED] Rates or specific terms of the compensation arrangement under this Agreement.
- 3.4 [REDACTED] Access to and Requests for Provider Records. Provider and its designees shall comply with all applicable state and federal record keeping and retention requirements, and, as set forth in the provider manual(s) and/or Participation Attachment(s), shall permit [REDACTED] or its designees to have, with appropriate working space and without charge, on-site access to and the right to perform an Audit, examine, copy, excerpt and transcribe any books, documents, papers, and records related to Member's medical and billing information within the possession of Provider and inspect Provider's operations, which involve transactions relating to Members and as may be reasonably required by [REDACTED] in carrying out its responsibilities and programs including, but not limited to, assessing quality of care, complying with quality initiatives/measures, Medical Necessity, concurrent review, appropriateness of care, accuracy of payment, risk adjustment assessment as described in the provider manual(s), including but not limited to completion of the Encounter Facilitation Form (also called the "SOAP" note), compliance with this Agreement, and for research. In lieu of on-site access, at [REDACTED] request, Provider or its designees shall submit records to [REDACTED] or its designees via photocopy or electronic transmittal, within thirty (30) days, at no charge to [REDACTED] from either Provider or its designee. Provider shall make such records available to the state and federal authorities involved in assessing quality of care or investigating Member grievances or complaints in compliance with Regulatory Requirements. Any examination or Audit of Provider records shall be performed using generally accepted, statistically valid or industry standard methodology. Provider

acknowledges that failure to submit records to [REDACTED] in accordance with this provision and/or the provider manual(s), and/or Participation Attachment(s) may result in a denial of a Claim under review, whether on pre-payment or post-payment review, or a payment retraction on a paid Claim, and Provider is prohibited from balance billing the Member in any of the foregoing circumstances.

- 3.5 Transfer of Medical Records. Following a request, Provider shall transfer a Member's medical records in a timely manner, or within such other time period required under applicable Regulatory Requirements, to other health care providers treating a Member at no cost to [REDACTED] the Member, or other treating health care providers.
- 3.6 Clinical Data Sharing. [REDACTED] and Provider desire to collaborate by sharing data, including Member Information, to enhance certain health care operations activities, primarily to help improve quality and efficiency of health care. Each party's access to better clinical and administrative data is critical to the mutual goal of [REDACTED] and Provider improving health care quality as it relates to their respective Members and patients. Therefore and upon request, Provider agrees to provide data to [REDACTED] for treatment purposes, for payment purposes, for health care operations purposes consistent with those enumerated in the first two paragraphs of the health care operations definition in HIPAA (45 CFR 164.501), or for purposes of health care fraud and abuse detection or compliance. Provider shall provide data as set forth in Policies or the provider manual(s), as applicable.

#### **ARTICLE IV INSURANCE**

- 4.1 [REDACTED] Insurance. [REDACTED] shall self-insure or maintain insurance as required under applicable Regulatory Requirements to insure [REDACTED] and its employees, acting within the scope of their duties.
- 4.2 Provider Insurance. Provider shall self-insure or maintain all necessary liability and malpractice insurance acceptable to [REDACTED] as set forth in the provider manual(s), Participation Attachment(s), ACS, or as required under applicable Regulatory Requirements.

#### **ARTICLE V RELATIONSHIP OF THE PARTIES**

- 5.1 Relationship of the Parties. For purposes of this Agreement, [REDACTED] and Provider are and will act at all times as independent contractors. Nothing in this Agreement shall be construed, or be deemed to create, a relationship of employer or employee or principal and agent, partnership, joint venture, or any relationship other than that of independent entities contracting with each other for the purposes of effectuating this Agreement.
- 5.2 Provider Representations and Warranties. Provider represents and warrants that it has the corporate power and authority to execute and deliver this Agreement on its own behalf, and on behalf of any other individuals or entities that are owned, or employed or subcontracted with or by Provider to provide services under this Agreement. Provider further certifies that individuals or entities that are owned, employed or subcontracted with Provider agree to comply with the terms and conditions of this Agreement.

#### **ARTICLE VI INDEMNIFICATION AND LIMITATION OF LIABILITY**

- 6.1 Indemnification. [REDACTED] and Provider shall each indemnify, defend and hold harmless the other party, and his/her/its directors, officers, employees, agents, Affiliates and subsidiaries ("Representatives"), from and against any and all losses, claims, damages, liabilities, costs and expenses (including without limitation, reasonable attorneys' fees and costs) arising from third party claims resulting from the indemnifying party's or his/her/its Representative's failure to perform the indemnifying party's obligations under this Agreement, and/or the indemnifying party's or his/her/its Representative's violation of any law, statute, ordinance, order, standard of care, rule or regulation. The obligation to provide indemnification under this Agreement shall be contingent upon the party seeking indemnification providing the indemnifying party with prompt written notice of any claim for which indemnification is sought, allowing the indemnifying party to control the defense and settlement of such claim, provided however that the indemnifying party agrees not to enter into any settlement or compromise of any claim or action in a manner that admits fault or imposes any restrictions or obligations on an indemnified party without that indemnified party's prior written consent which will not be unreasonably withheld, and cooperating fully with the indemnifying party in connection with such defense and settlement.

- 6.2 Limitation of Liability. Regardless of whether there is a total and fundamental breach of this Agreement or whether any remedy provided in this Agreement fails of its essential purpose, in no event shall either of the parties hereto be liable for any amounts representing loss of revenues, loss of profits, loss of business, the multiple portion of any multiplied damage award, or incidental, indirect, consequential, special or punitive damages, whether arising in contract, tort (including negligence), or otherwise regardless of whether the parties have been advised of the possibility of such damages, arising in any way out of or relating to this Agreement. Further, in no event shall [REDACTED] or its Affiliates be liable to Provider for any extracontractual damages relating to any claim or cause of action assigned to Provider by any person or entity.

## ARTICLE VII DISPUTE RESOLUTION AND ARBITRATION

- 7.1 Dispute Resolution. All disputes between [REDACTED] and Provider arising out of or related in any manner to this Agreement shall be resolved using the dispute resolution and arbitration procedures as set forth below. Provider shall exhaust any other applicable provider appeal/provider dispute resolution procedures under this Agreement and any applicable exhaustion requirements imposed by Regulatory Requirements as a condition precedent to Provider's right to pursue the dispute resolution and arbitration procedures as set forth below.
- 7.1.1 In order to invoke the dispute resolution procedures in this Agreement, a party first shall send to the other party a written demand letter that contains a detailed description of the dispute and all relevant underlying facts, a detailed description of the amount(s) in dispute and how they have been calculated and any other information that the [REDACTED] provider manual(s) may require Provider to submit with respect to such dispute. If the total amount in dispute as set forth in the demand letter is less than two hundred thousand dollars (\$200,000), exclusive of interest, costs, and attorneys' fees, then within twenty (20) days following the date on which the receiving party receives the demand letter, representatives of each party's choosing shall meet to discuss the dispute in person or telephonically in an effort to resolve the dispute. If the total amount in dispute as set forth in the demand letter is two hundred thousand dollars (\$200,000) or more, exclusive of interest, costs, and attorneys' fees, then within ninety (90) days following the date of the demand letter, the parties shall engage in non-binding mediation in an effort to resolve the dispute unless both parties agree in writing to waive the mediation requirement. The parties shall mutually agree upon a mediator, and failing to do so, Judicial Arbitration and Mediation Services ("JAMS") shall be authorized to appoint a mediator.
- 7.2 Arbitration. Any dispute within the scope of subsection 7.1.1 that remains unresolved at the conclusion of the applicable process outlined in subsection 7.1.1 shall be resolved by binding arbitration in the manner as set forth below. Except to the extent as set forth below, the arbitration shall be conducted pursuant to the JAMS Comprehensive Arbitration Rules and Procedures, provided, however, that the parties may agree in writing to further modify the JAMS Comprehensive Arbitration Rules and Procedures. The parties agree to be bound by the findings of the arbitrator(s) with respect to such dispute, subject to the right of the parties to appeal such findings as set forth herein. No arbitration demand shall be filed until after the parties have completed the dispute resolution efforts described in section 7.1 above. If the dispute resolution efforts described in section 7.1 cannot be completed within the deadlines specified for such efforts despite the parties' good faith efforts to meet such deadlines, such deadlines may be extended as necessary upon mutual agreement of the parties. Enforcement of this arbitration clause, including the waiver of class actions, shall be determined under the Federal Arbitration Act ("FAA"), including the FAA's preemptive effect on state law. The parties agree that the arbitration shall be conducted on a confidential basis pursuant to Rule 26 of the JAMS Comprehensive Arbitration Rules and Procedures. Subject to any disclosures that may be required or requested under Regulatory Requirements, the parties further agree that they shall maintain the confidential nature of the arbitration, including without limitation, the existence of the arbitration, information exchanged during the arbitration, and the award of the arbitrator(s). Nothing in this provision, however, shall preclude either party from disclosing any such details regarding the arbitration to its accountants, auditors, brokers, insurers, reinsurers or retrocessionaires.
- 7.2.1 Location of Arbitration. The arbitration hearing shall be held in county and state where [REDACTED] is located. Notwithstanding the foregoing, both parties can agree in writing to hold the arbitration hearing in some other location.



- 7.2.2 Selection and Replacement of Arbitrator(s). If the total amount in dispute is less than four million dollars (\$4,000,000), exclusive of interest, costs, and attorneys' fees, the dispute shall be decided by a single arbitrator selected, and replaced when required, in the manner described in the JAMS Comprehensive Arbitration Rules and Procedures. If the total amount in dispute is four million dollars (\$4,000,000) or more, exclusive of interest, costs, and attorneys' fees, the dispute shall be decided by an arbitration panel consisting of three (3) arbitrators, unless the parties agree in writing that the dispute shall be decided by a single arbitrator.
- 7.2.3 Appeal. If the total amount of the arbitration award is five million dollars (\$5,000,000) or more, inclusive of interest, costs, and attorneys' fees, or if the arbitrator(s) issues an injunction against a party, the parties shall have the right to appeal the decision of the arbitrator(s) pursuant to the JAMS Optional Arbitration Appeal Procedure. A decision that has been appealed shall not be enforceable while the appeal is pending. In reviewing a decision of the arbitrator(s), the appeal panel shall apply the same standard of review that a United States Court of Appeals would apply in reviewing a similar decision issued by a United States District Court in the jurisdiction in which the arbitration hearing was held.
- 7.2.4 Waiver of Certain Claims. The parties, on behalf of themselves and those that they may now or hereafter represent, each agree to and do hereby waive any right to join or consolidate claims in arbitration by or against other individuals or entities or to pursue, on a class basis, any dispute; provided however, if there is a dispute regarding the applicability or enforcement of the waiver provision in this subsection 7.2.4, that dispute shall be decided by a court of competent jurisdiction. If a court of competent jurisdiction determines that such waiver is unenforceable for any reason with respect to a particular dispute, then the parties agree that section 7.2 shall not apply to such dispute and that such dispute shall be decided instead in a court of competent jurisdiction.
- 7.2.5 Limitations on Injunctive Relief. The parties, on behalf of themselves and those that they may now or hereafter represent, each agree that any injunctive relief sought against the other party shall be limited to the conduct relevant to the parties to the arbitration and shall not be sought for the benefit of individuals or entities who are not parties to the arbitration. The arbitrator(s) are not authorized to issue injunctive relief for the benefit of an individual or entity who is not a party to the arbitration. The arbitrator shall be limited to issuing injunctive relief related to the specific issues in the arbitration.
- 7.3 Attorney's Fees and Costs. The shared fees and costs of the non-binding mediation and arbitration (e.g. fee of the mediator, fee of the independent arbitrator) will be shared equally between the parties. Each party shall be responsible for the payment of its own specific fees and costs (e.g. the party's own attorney's fees, the fees of the party selected arbitrator, etc.) and any costs associated with conducting the non-binding mediation or arbitration that the party chooses to incur (e.g. expert witness fees, depositions, etc.). Notwithstanding this provision, the arbitrator may issue an order in accordance with Federal Rule of Civil Procedure Rule 11.

## **ARTICLE VIII TERM AND TERMINATION**

- 8.1 Term of Agreement. This Agreement shall commence at 12:01 AM on the Effective Date for a term of one (1) year, and shall continue automatically in effect thereafter for consecutive one (1) year terms unless otherwise terminated as provided herein.
- 8.2 Termination Without Cause. Either party may terminate this Agreement without cause at any time by giving at least one hundred eighty (180) days prior written notice of termination to the other party. Notwithstanding the foregoing, should a Participation Attachment(s) contain a longer without cause termination period, the Agreement shall continue in effect only for such applicable Participation Attachment(s) until the termination without cause notice period in the applicable Participation Attachment(s) ends.
- 8.3 Breach of Agreement. Except for circumstances giving rise to the Immediate Termination section, if either party fails to comply with or perform when due any material term or condition of this Agreement, the other party shall notify the breaching party of its breach in writing stating the specific nature of the material breach, and the breaching party shall have thirty (30) days to cure the breach. If the breach is not cured to the reasonable satisfaction of the non-breaching party within said thirty (30) day period, the non-breaching party may terminate this Agreement by providing written notice of such termination to the other party. The effective date of such termination shall be no sooner than sixty (60) days after such notice of termination.

8.4 Immediate Termination.

8.4.1 This Agreement or any Participation Attachment(s) may be terminated immediately by [REDACTED] if:

- 8.4.1.1 Provider commits any act or conduct for which his/her/its license(s), permit(s), or any governmental or board authorization(s) or approval(s) necessary for business operations or to provide Health Services are lost or voluntarily surrendered in whole or in part; or
- 8.4.1.2 Provider commits fraud or makes any material misstatements or omissions on any documents related to this Agreement which Provider submits to [REDACTED] or to a third party; or
- 8.4.1.3 Provider files a petition in bankruptcy for liquidation or reorganization by or against Provider, if Provider becomes insolvent, or makes an assignment for the benefit of its creditors without [REDACTED] written consent, or if a receiver is appointed for Provider or its property; or
- 8.4.1.4 Provider's insurance coverage as required by this Agreement lapses for any reason; or
- 8.4.1.5 Provider fails to maintain compliance with [REDACTED] applicable credentialing requirements, accreditation requirements; or
- 8.4.1.6 [REDACTED] reasonably believes based on Provider's conduct or inaction, or allegations of such conduct or inaction, that the well-being of patients may be jeopardized; or
- 8.4.1.7 Provider has been abusive to a Member, an [REDACTED] employee or representative; or
- 8.4.1.8 Provider and/or his/her/its employees, contractors, subcontractors, or agents are ineligible, excluded, suspended, terminated or debarred from participating in a Government Program, and in the case of an employee, contractor, subcontractor or agent, Provider fails to remove such individual from responsibility for, or involvement with, the Provider's business operations related to this Agreement, or if Provider has voluntarily withdrawn his/her/its participation in any Government Program as the result of a settlement agreement; or
- 8.4.1.9 Provider is convicted or has been finally adjudicated to have committed a felony or misdemeanor, other than a non-DUI related traffic violation.

8.4.2 This Agreement may be terminated immediately by Provider if:

- 8.4.2.1 [REDACTED] commits any act or conduct for which its license(s), permit(s), or any governmental or board authorization(s) or approval(s) necessary for business operations are lost or voluntarily surrendered in whole or in part; or
- 8.4.2.2 [REDACTED] commits fraud or makes any material misstatements or omissions on any documents related to this Agreement which it submits to Provider or to a third party; or
- 8.4.2.3 [REDACTED] files for bankruptcy, or if a receiver is appointed.

8.5 Partial Termination of Participating Providers. [REDACTED] shall be entitled to terminate this Agreement as it applies to one or a number of Participating Providers under the terms of this Article VIII, without terminating the Agreement in its entirety, and in such case, the Agreement shall continue in full force and effect in connection with Provider and/or any and all Participating Providers as to which the Agreement has not been terminated. Notwithstanding the foregoing, [REDACTED] reserves the right to terminate Participating Provider(s) from any or all Network(s) under the terms of this Article VIII while continuing the Agreement for the remaining Participating Provider(s).

- 8.6 Transactions Prior to Termination. Except as otherwise set forth in this Agreement, termination shall have no effect on the rights and obligations of the parties arising out of any transaction under this Agreement occurring prior to the date of such termination.
- 8.7 Continuation of Care Upon Termination. If this Agreement or any Participation Attachment terminates for any reasons other than one of the grounds set forth in the "Immediate Termination" section, then Provider shall, at [REDACTED] discretion, continue to provide Covered Services to all designated Members under this Agreement or any terminating Participation Attachment, as applicable, in accordance with Regulatory Requirements. During such continuation period, Provider agrees to: (i) accept reimbursement from [REDACTED] for all Covered Services furnished hereunder in accordance with this Agreement and at the rates set forth in the ACS attached hereto; and (ii) adhere to [REDACTED] Policies, including but not limited to, Policies regarding quality assurance requirements, referrals, pre-authorization and treatment planning.
- 8.8 Survival. The provisions of this Agreement set forth below shall survive termination or expiration of this Agreement or any Participation Attachment(s):
- 8.8.1 Publication and Use of Provider Information;
  - 8.8.2 Payment in Full and Hold Harmless;
  - 8.8.3 Recoupment/Offset/Adjustment for Overpayments;
  - 8.8.4 Confidentiality/Records;
  - 8.8.5 Indemnification and Limitation of Liability;
  - 8.8.6 Dispute Resolution and Arbitration;
  - 8.8.7 Continuation of Care Upon Termination; and
  - 8.8.8 Any other provisions required in order to comply with Regulatory Requirements.

## ARTICLE IX GENERAL PROVISIONS

- 9.1 Amendment. Except as otherwise provided for in this Agreement, [REDACTED] retains the right to amend this Agreement, any attachments or addenda by making a good faith effort to provide notice to Provider at least thirty (30) days in advance of the effective date of the amendment. Except to the extent that [REDACTED] determines an amendment is necessary to effectuate Regulatory Requirements, if Provider objects to the amendment prior to its effective date, then Provider has the right to terminate this Agreement, and such termination shall take effect on the later of the amendment effective date identified by [REDACTED] or one hundred eighty (180) days from the date Provider has provided notice of his/her/its intention to terminate the Agreement pursuant to this section. Failure of Provider to provide such notice to [REDACTED] within the time frames described herein will constitute acceptance of the amendment by Provider.
- 9.2 Assignment. This Agreement may not be assigned by Provider without the prior written consent of [REDACTED]. Any assignment by Provider without such prior consent shall be voidable at the sole discretion of [REDACTED]. [REDACTED] may assign this Agreement in whole or in part. In the event of a partial assignment of this Agreement by [REDACTED] the obligations of the Provider shall be performed for [REDACTED] with respect to the part retained and shall be performed for [REDACTED] assignee with respect to the part assigned, and such assignee is solely responsible to perform all obligations of [REDACTED] with respect to the part assigned. The rights and obligations of the parties hereunder shall inure to the benefit of, and shall be binding upon, any permitted successors and assigns of the parties hereto.
- 9.3 Scope/Change in Status.
- 9.3.1 [REDACTED] and Provider agree that this Agreement applies to Health Services rendered at the Provider's location(s) on file with [REDACTED]. [REDACTED] may, in its discretion, limit this Agreement to Provider's locations, operations, business or corporate form, status or structure in existence on the Effective Date of this Agreement and prior to the occurrence of any of the events set forth in subsections 9.3.1.1 – 9.3.1.5. Unless otherwise required by Regulatory Requirements, Provider shall provide at least ninety (90) days prior written notice of any such event.

- 9.3.1.1 Provider (a) sells, transfers or conveys his/her/its business or any substantial portion of his/her/its business assets to another entity through any manner including but not limited to a stock, real estate or asset transaction or other type of transfer; (b) is otherwise acquired or controlled by any other entity through any manner, including but not limited to purchase, merger, consolidation, alliance, joint venture, partnership, association, or expansion; or
- 9.3.1.2 Provider transfers control of his/her/its management or operations to any third party, including Provider entering into a management contract with a physician practice management company or with another entity which does not manage Provider as of the Effective Date of this Agreement, or there is a subsequent change in control of Provider's current management company; or
- 9.3.1.3 Provider acquires or controls any other medical practice, facility, service, beds or entity; or
- 9.3.1.4 Provider changes his/her/its locations, business or operations, corporate form or status, tax identification number, or similar demographic information; or
- 9.3.1.5 Provider creates or otherwise operates a licensed health maintenance organization or commercial health plan (whether such creation or operation is direct or through a Provider affiliate).
- 9.3.2 Notwithstanding the termination provisions of Article VIII, and without limiting any of [REDACTED] rights as set forth elsewhere in this Agreement, [REDACTED] shall have the right to terminate this Agreement by giving at least sixty (60) days written notice to Provider if [REDACTED] determines, that as a result of any of the transactions listed in subsection 9.3.1, Provider cannot satisfactorily perform the obligations hereunder, or cannot comply with one or more of the terms and conditions of this Agreement, including but not limited to the confidentiality provisions herein; or [REDACTED] elects in its reasonable business discretion not to do business with Provider, the successor entity or new management company, as a result of one or more of the events as set forth in subsection 9.3.1.
- 9.3.3 Provider shall provide [REDACTED] with thirty (30) days prior written notice of:
  - 9.3.3.1 Addition or removal of individual provider(s) who are employed or subcontracted with Provider, if applicable. Any new individual providers must meet [REDACTED] credentialing requirements prior to being designated as a Participating Provider; or
  - 9.3.3.2 A change in mailing address.
- 9.3.4 If Provider is acquired by, acquires or merges with another entity, and such entity already has an agreement with [REDACTED] will determine in its sole discretion which Agreement will prevail.
- 9.4 Definitions. Unless otherwise specifically noted, the definitions as set forth in Article I of this Agreement will have the same meaning when used in any attachment, the provider manual(s) and Policies.
- 9.5 Entire Agreement. This Agreement, exhibits, attachments, appendices, and amendments hereto, and the provider manual(s), together with any items incorporated herein by reference, constitute the entire understanding between the parties and supersedes all prior oral or written agreements between them with respect to the matters provided for herein. This Agreement incorporates by reference all Regulatory Requirements, [REDACTED] rules and regulations, consent decrees or court orders, as applicable to the services under this Agreement and revisions of such laws, regulations, consent decrees or court orders, as applicable to the services under this Agreement shall automatically be incorporated into this Agreement, as they become effective. In addition, if there is an inconsistency between the terms of this Agreement and the terms provided in any exhibits, attachments, appendices, or amendments to this Agreement, then the terms provided in the applicable Participation Attachment shall govern.
- 9.6 Force Majeure. Neither party shall be deemed to be in violation of this Agreement if such party is prevented from performing any of his/her/its obligations hereunder for any reason beyond his/her/its reasonable

control, including without limitation, acts of God, natural or man-made disasters, acts of any public enemy, statutory or other laws, regulations, rules, orders, or actions of the federal, state, or local government or any agency thereof.

- 9.7 Compliance with Regulatory Requirements. [REDACTED] and Provider agree to comply with all applicable Regulatory Requirements, as amended from time to time, relating to their obligations under this Agreement, and maintain in effect all permits, licenses and governmental and board authorizations and approvals as necessary for business operations. Provider warrants that as of the Effective Date, he/she/it is and shall remain licensed and certified for the term of this Agreement in accordance with all Regulatory Requirements (including those applicable to utilization review and Claims payment) relating to the provision of Health Services to Members. Provider shall supply evidence of such licensure, compliance and certifications to [REDACTED] upon request. If there is a conflict between this section and any other provision in this Agreement, then this section shall control.
- 9.7.1 In addition to the foregoing, Provider warrants and represents that at the time of entering into this Agreement, neither he/she/it nor any of his/her/its employees, contractors, subcontractors, principals or agents are ineligible, excluded, suspended, terminated or debarred from participating in a Government Program ("Ineligible Person"). Provider shall remain continuously responsible for ensuring that his/her/its employees, contractors, subcontractors, principals or agents are not Ineligible Persons. If Provider or any employees, subcontractors, principals or agents thereof becomes an Ineligible Person after entering into this Agreement or otherwise fails to disclose his/her/its Ineligible Person status, Provider shall have an obligation to (1) immediately notify [REDACTED] of such Ineligible Person status and (2) within ten (10) days of such notice, remove such individual from responsibility for, or involvement with, Provider's business operations related to this Agreement.
- 9.8 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state where [REDACTED] has its primary place of business, unless such state laws are otherwise preempted by federal law. However, coverage issues specific to a Health Benefit Plan are governed by the state laws where the Health Benefit Plan is issued, unless such state laws are otherwise preempted by federal law.
- 9.9 Intent of the Parties. It is the intent of the parties that this Agreement is to be effective only in regards to their rights and obligations with respect to each other; it is expressly not the intent of the parties to create any independent rights in any third party or to make any third party a third party beneficiary of this Agreement, except to the extent specified in the Payment in Full and Hold Harmless section of this Agreement, or in a Participation Attachment(s).
- 9.10 Non-Exclusive Participation. None of the provisions of this Agreement shall prevent Provider or [REDACTED] from participating in or contracting with any provider, preferred provider organization, health maintenance organization/health insuring corporation, or any other health delivery or insurance program. Provider acknowledges that [REDACTED] does not warrant or guarantee that Provider will be utilized by any particular number of Members.
- 9.11 Notice. Any notice required to be given pursuant to the terms and provisions of this Agreement shall be in writing and shall be delivered by hand, facsimile, electronic mail, or mail. Notice shall be deemed to be effective: (a) when delivered by hand, (b) upon transmittal when transmitted by facsimile transmission or by electronic mail, (c) upon receipt by registered or certified mail, postage prepaid, (d) on the next business day if transmitted by national overnight courier, or (e) if sent by regular mail, five (5) days from the date set forth on the correspondence. Unless specified otherwise in writing by a party, [REDACTED] shall send Provider notice to an address that [REDACTED] has on file for Provider, and Provider shall send [REDACTED] notice to [REDACTED] address as set forth in the provider manual(s). Notwithstanding the foregoing, and unless otherwise required by Regulatory Requirements, [REDACTED] may post updates to its provider manual(s) and Policies on its web site.
- 9.12 Severability. In case any one or more of the provisions of this Agreement shall be invalid, illegal, or unenforceable in any respect, the remaining provisions shall be construed liberally in order to effectuate the purposes hereof, and the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. If one or more provisions of the Agreement are invalid, illegal or unenforceable and an amendment to the Agreement is necessary to maintain its integrity, the parties shall make commercially reasonable efforts to negotiate an amendment to this Agreement and any attachments or addenda to this Agreement which could reasonably be construed not to contravene such statute, regulation, or interpretation. In addition, if such invalid, unenforceable or materially affected provision(s)

may be severed from this Agreement and/or attachments or addenda to this Agreement without materially affecting the parties' intent when this Agreement was executed, then such provision(s) shall be severed rather than terminating the Agreement or any attachments or addenda to this Agreement.

- 9.13 Waiver. Neither the waiver by either of the parties of a breach of any of the provisions of this Agreement, nor the failure of either of the parties, on one or more occasion, to enforce any of the provisions of this Agreement, shall thereafter be construed as a waiver of any subsequent breach of any of the provisions of this Agreement.
- 9.14 Construction. This Agreement shall be construed without regard to any presumption or other rule requiring construction against the party causing this Agreement to be drafted.
- 9.15 Counterparts and Electronic Signatures.
- 9.15.1 This Agreement and any amendment hereto may be executed in two (2) or more counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.
- 9.15.2 Either party may execute this Agreement or any amendments by valid electronic signature, and such signature shall have the same legal effect of a signed original.

Each party warrants that it has full power and authority to enter into this Agreement and the person signing this Agreement on behalf of either party warrants that he/she has been duly authorized and empowered to enter into this Agreement.

**THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION  
WHICH MAY BE ENFORCED BY THE PARTIES**

Provider shall be designated as a Participating Provider in the Networks set forth on the Provider Network Attachment on the later of: (1) the Effective Date of this Agreement or; (2) as determined by [REDACTED] in its sole discretion, the date Provider has met applicable credentialing requirements and accreditation requirements.

**PROVIDER LEGAL NAME ACCORDING TO W-9 FORM WITH D/B/A:**

By:

Signature, Authorized Representative of Provider(s)

Date

Printed:

Name

Title

Address:

Street

City

State

Zip

Tax Identification Number (TIN):

(Note: if any of the following is not applicable, please leave blank)

Phone Number:

[REDACTED] Tennessee, Inc. d/b/a [REDACTED] Community Care, [REDACTED] Texas, Inc.

[REDACTED] INTERNAL USE ONLY

By:

Signature, Authorized Representative of [REDACTED]

Date

Printed:

Name

Regional Vice President, Provider Solutions

Title

## PROVIDER NETWORKS ATTACHMENT for TENNESSEE

Provider shall be designated as a Participating Provider in the following Networks on the later of: 1) the Effective Date of this Agreement or; 2) as determined by [REDACTED] in its sole discretion, the date Provider has met applicable credentialing requirements and accreditation requirements:

### Government Programs:

Health Benefit Plans issued pursuant to an agreement between [REDACTED] and [REDACTED] and/or CMS in which Members have access to a network of providers and receive benefits when they obtain Covered Services from Participating Providers. Provider participates in one or more of the following Networks which support such Health Benefit Plans:

- Medicaid Plan - TN [REDACTED]
- Medicaid Plan - TN [REDACTED] CoverKids
- Medicaid Plan- TN 1915(c) Intellectual and Developmental Disabilities (IDD) Waivers ([REDACTED] Waivers)

### Other Programs:

- Episode-Based Retrospective Payment



**1915(c) IDD WAIVERS  
PARTICIPATION ATTACHMENT TO THE  
[REDACTED]  
PROVIDER AGREEMENT**

This is a 1915(c) IDD Waivers Participation Attachment ("Attachment") to the [REDACTED] Provider Agreement ("Agreement"), entered into by and between [REDACTED] and Provider and is incorporated into the Agreement.

**ARTICLE I  
OBLIGATIONS OF THE PARTIES**

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows.

**1.1 Insurance Coverage.**

- 1.1.1 **Coverage Requirements.** At all times during the term of this Attachment, Provider shall maintain professional liability insurance, including maintaining such tail or prior acts coverage necessary to avoid any gap in coverage for claims arising from incidents occurring during the term of this Attachment. Such insurance shall (i) be obtained from a carrier authorized to issue coverage in the jurisdiction in which Provider operates, except for permitted self-insurance; and (ii) maintain minimum policy limits equal to \$500,000.00 in the aggregate, or such other coverage amounts as prescribed by applicable Regulatory Requirements for a program and consented to by [REDACTED]. Provider shall maintain general liability insurance covering Provider's premises, insuring Provider against any claim of loss, liability, or damage caused by or arising out of the condition or alleged condition of said premises, or the furniture, fixtures, appliances, or equipment located therein, and if Provider operates motor vehicles in connection with Provider's services, with liability protection against any loss, liability or damage resulting from the operation of such motor vehicles by Provider, Provider's employees or agents. Such general liability insurance shall contain commercially reasonable coverage limits, or such limits as prescribed by Regulatory Requirements for a program. To the extent required by Regulatory Requirements, Provider shall maintain workers' compensation insurance for Provider's employees.
- 1.1.2 **Evidence of Insurance.** Provider shall provide [REDACTED] with evidence of Provider's compliance with the foregoing insurance requirements annually, or as otherwise reasonably requested by [REDACTED]. Provider shall provide [REDACTED] with at least thirty (30) days prior written notice of any cancellation or non-renewal of any required coverage or any reduction in the amount of Provider's coverage, and shall secure replacement coverage as needed to meet the requirements above so as to ensure no lapse in coverage. Provider shall furnish [REDACTED] with a certificate of insurance evidencing such replacement coverage. Provider shall also furnish a certificate of insurance to a requesting Agency upon request. Provider may maintain professional liability coverage hereunder through a self-funded insurance plan, acceptable to [REDACTED] provided that it maintains actuarially sound reserves related to such self-funded plan and provides on an annual basis an opinion letter from an independent actuarial firm or other proof attesting to the financial adequacy of such reserves.
- 1.1.3 **1915(c) IDD Waivers Provider Insurance Requirements.** If Provider provides 1915(c) IDD Waiver services, the following additional insurance requirements will apply for the provision of such service:
- 1.1.3.1 Workers' Compensation/ Employers' Liability (including all States' coverage) with a limit not less than seven hundred fifty thousand dollars (\$750,000.00) per occurrence for employers' liability. Comprehensive Commercial General Liability (including personal injury & property damage, premises/operations, independent Provider, contractual liability and completed operations/products coverage) with bodily injury/property damage combined single limit not less than seven hundred fifty thousand dollars (\$750,000.00) per occurrence and one million, five hundred thousand dollars (\$1,500,000.00) aggregate. Automobile Coverage (including owned, leased, hired, and

non-owned vehicles coverage) with a bodily injury/property damage combined single limits not less than one million, five hundred thousand dollars (\$1,500,000.00).

- 1.2 Adult and Children Protective Services. Provider agrees to report suspected abuse, neglect, and exploitation of adults in accordance with TCA 71-6-103 to the Tennessee Department of Human Services and to report suspected brutality, abuse, or neglect of children in accordance with TCA 37-1-403 and TCA 37-1-605 to the Tennessee Department of Children's Services.
- 1.3 Member Support Coordinator Notification. Provider shall notify an Independent Support Coordinator or Case Manager of any significant changes in the Member's needs or care, hospitalizations, emergency room visits or recommendations for additional services. The Support Coordination Agency or the Department of Intellectual and Developmental Disabilities (DIDD) will notify the Provider in writing of all assigned Support Coordinators or Case Managers for each Member assigned to them.
- 1.4 Criminal Background and Registry Checks. In accordance with applicable Regulatory Requirements, Provider shall perform criminal background checks and registry checks for all employed or contracted individuals providing services under this Attachment.
- 1.5 Program Contract Requirements.
  - 1.5.1 Provider agrees to notify [REDACTED] in writing at least sixty (60) days advance notice when the Provider is no longer willing or able to provide services to a Member, including the reason for the decision, and to cooperate with the Member's Independent Support Coordinator or Case Manager to facilitate a seamless transition to alternate providers;
  - 1.5.2 In the event that a Provider change is initiated for a Member, regardless of any other provision in the Provider Agreement, Provider shall continue to provide services to the Member in accordance with the Member's person-centered support plan, as appropriate until the Member has been transitioned to a new provider, as determined by [REDACTED] unless otherwise directed by [REDACTED] which may exceed sixty (60) days from the date of notice to [REDACTED] unless the Member refuses continuation of services, or the Member's health and welfare would be otherwise at risk by remaining with the current Provider, or if continuing to provide services is reasonably expected to place staff that would deliver services at imminent risk of harm;
  - 1.5.3 Provider agrees that reimbursement of a Provider shall be contingent upon the satisfactory provision of services to an eligible Member in accordance with applicable federal and state requirements and the Member's person-centered support plan, as appropriate and as authorized by [REDACTED] and must be supported by detailed documentation of service delivery to support the amount of services billed, including at a minimum, the date, time and location of service, the specific service provided, the name of the Member receiving the service, the name of the staff person who delivered the service, the detailed tasks and functions performed as a component of each service, notes for other caregivers (whether paid or unpaid) regarding the Member or his/her needs (as applicable), and the initials or signature of the staff person who delivered the service;
  - 1.5.4 Provider shall immediately report any deviations from a Member's service schedule that would affect service authorizations to the Member's Independent Support Coordinator or Case Manager;
  - 1.5.5 Provider shall use, as applicable, the electronic visit verification (EVV) system specified by [REDACTED] and in accordance with [REDACTED] requirements.
  - 1.5.6 By accepting a request from the Independent Support Coordinator or Case Manager to provide the services included in the Member's person-centered support plan as authorized by DIDD, Provider shall ensure that it has staff sufficient to provide the amount, frequency, duration, type, and scope of each service in accordance with the Member's service schedule.
  - 1.5.7 Provider shall provide backup for their own staff if they are unable to fulfill their assignment for any reason and ensure that backup staff meet the qualifications for the authorized service; and

- 1.5.8 Provider shall not require a Member to choose the Provider as a provider of multiple services as a condition of providing any service to the Member.
- 1.5.9 Provider is prohibited from soliciting Members to receive services from the Provider including;
- 1.5.9.1 Referring an individual for Provider screening and intake with the expectation that Provider enrollment occur. The Provider will be selected by the Member as the service provider; or
  - 1.5.9.2 Communicating with existing Members via telephone, face-to-face or written communication for the purpose of petitioning the Member to change Providers;
  - 1.5.9.3 Communicating with hospitals, discharge planners or other institutions for the purposes of soliciting potential Members that should instead be referred to [REDACTED] or Area Agency on Aging and Disability (AAAD), or Department of Intellectual and Developmental Disabilities (DIDD) as applicable;
  - 1.5.9.4 Providers shall screen their employees and contractors initially and on an ongoing monthly basis to determine whether any of them has been excluded from participation in Medicare, Medicaid, SCHIP, or any federal health care programs (as defined in Section 1128B(f) of the Social Security Act) and not employ or contract with an individual or entity that has been excluded. The Provider shall be required to immediately report to [REDACTED] any exclusion information discovered. The Provider shall be informed that civil monetary penalties may be imposed against Providers who employ or enter into contracts with excluded individuals or entities to provide items or services to Covered Person's.
  - 1.5.9.5 Prohibit Providers from altering in any manner official Program materials unless [REDACTED] has submitted a request to do so to the applicable State Agency and obtained prior written approval from the applicable State Agency in accordance with Section 2.17 of the Government Contract.
  - 1.5.9.6 Prohibit Providers from reproducing for its own use the Program logos unless [REDACTED] has submitted a request to do so to the applicable State Agency and obtained prior written approval from the applicable State Agency in accordance with Section 2.17 of the Government Contract.
- 1.5.10 Provider agrees to maintain compliance with the HCBS Settings Rule detailed in 42 C.F.R. § 441.301(c)(4)-(5).
- 1.5.11 Prior to executing the Attachment with Provider seeking Medicaid reimbursement for HCBS, [REDACTED] shall verify that the Provider is compliant with the HCBS Settings Rule detailed in 42 C.F.R. § 441.301(c)(4)-(5).
- 1.5.12 When there is a change of ownership with any 1915(c) IDD Waivers provider, the new legal entity shall provide to the applicable State Agency a bill of sale (or equivalent) and documentation from the appropriate state licensing entity stating that the new legal entity is allowed to operate under the existing license until such time as a new license is issued. The applicable State Agency shall issue a new Medicaid ID based on this Provider-submitted documentation, and [REDACTED] shall reimburse the new legal entity based on rates provided by the applicable State Agency to [REDACTED] on the next weekly rate file following the applicable State Agency's receipt of the new legal entity's documentation.
- 1.5.13 Provider shall require that all staff employed by contracted providers and delivering employment services to 1915(c) IDD Waiver members obtain certification and training pursuant to applicable State Agency's guidance and as required for compliance in the 1915(c) IDD Waivers program.

1.6 1915(c) IDD Waivers Provider Requirements.

- 1.6.1 Providers shall develop and maintain policies concerning fire evacuation and natural disasters, including ensuring staff are knowledgeable about evacuation procedures and any available safety equipment (e.g., fire extinguishers).
- 1.6.2 Providers shall routinely monitor the maintenance of a sanitary and comfortable living environment and/or program site, and shall develop and maintain policies for staff to identify and report any individual or systemic problems identified. Additionally, all 1915(c) IDD Waiver residential providers must complete a DIDD-compliant home study and a current DIDD Family Model Residential Supports Initial Site Survey prior to Member placement.
- 1.6.3 Providers with Provider-owned vehicles (including employee-owned vehicles used to transport Members) shall develop and maintain policies to routinely inspect such vehicles, including adaptive equipment used in such vehicles, and report and resolve any deficiencies with these vehicles.
- 1.6.4 Provider shall designate a staff member as a Reportable Event Management Coordinator who shall be trained on Reportable Event processes by [REDACTED] as prescribed by the applicable State Agency. Such staff member shall be the Provider's lead for Reportable Events, be primarily responsible for tracking and analyzing Reportable Events, and be the main point of contact at the provider agency for Reportable Events.
- 1.6.5 Providers shall develop and maintain a crisis intervention policy that is consistent with the applicable State Agency requirements and approved by [REDACTED]. As applicable, policies shall include instructions for the use of psychotropic medications and behavioral safety interventions.
- 1.6.6 Providers shall develop and maintain a complaint resolution process, which includes, but is not limited to the following: designation of a staff member as the complaint contact person; maintenance of a complaint log; and documentation and trending of complaint activity. The Provider's policies and procedures concerning the complaint resolution process shall be available to [REDACTED] upon request.
- 1.6.7 As applicable, Providers supporting Members with medication administration shall develop and maintain policies to ensure any medications are provided and administered by trained and qualified staff consistent with a physician's orders. Such Providers shall ensure that medication administration records are properly maintained, and that all medication is properly stored and accessible to Members when needed. Such Providers shall also develop and maintain policies to track and trend medication variance and omission reportable events to analyze trends and implement prevention strategies.
- 1.6.8 Providers shall develop and maintain policies approved by [REDACTED] that ensure Members are treated with dignity and respect, including training staff on person-centered practices as defined in the [REDACTED] Provider Manual and the I/DD MLTSS Supplemental Provider Manual.
- 1.6.9 Provider shall require that all direct support staff (i.e., provider staff working directly with people in 1915(c) IDD Waivers) complete required training as prescribed by DIDD and by applicable State Agency within thirty (30) days of hire and prior to providing direct support to Members.
- 1.6.10 Provider shall require that all 1915(c) IDD Waivers providers for whom DIDD is providing quality monitoring, as specified by applicable State Agency, must cooperate with all quality monitoring processes and requirements, as described in applicable State Agency quality monitoring protocols.

## 1.7 Reportable Event Management (REM).

- 1.7.1 Provider shall report, respond to, and document for three (3) categories of reportable events: Tier 1, Tier 2, and Additional Reportable Events and Interventions, as outlined by the State Agency and DIDD in the REM protocol, and as defined in the [REDACTED] I/DD MLTSS Supplemental Provider Manual in accordance with applicable requirements as outlined within the Government Contract and federal standards.

- 1.7.1.1 [REDACTED] shall implement the REM reporting process as directed by the State Agency, to include the Reportable Event Form (REF) issued for reporting reportable events and reporting timeframes. All Tier 1 Reportable Events must be verbally reported to the DIDD Abuse Hotline as soon as possible, but no later than four (4) hours after the occurrence of the event or the discovery. The provider shall submit a corresponding REF for Tier 1 Reportable Events within one (1) business day of the Hotline report. [REDACTED] shall also require that such providers provide initial notification to [REDACTED] using the REF for all Tier 2 Reportable Events within one (1) business day from the date of witnessing or discovering the Tier 2 Reportable Event.
- 1.7.1.2 Provider shall ensure that its staff and contracted providers immediately take effective steps to prevent further harm to any and all Members and respond to any emergency needs of Members.
- 1.7.1.3 Provider with a reportable event shall conduct an internal reportable event investigation for a Tier 2 Reportable Events and submit a report on the investigation within the timeframe specified by [REDACTED]. The timeframe for submitting the completed investigation report shall be as soon as possible, may be based on the severity of the event, and, except under extenuating circumstances, shall be no more than twenty-five (25) calendar days after the anchor date of the event. [REDACTED] shall review the Provider's report and follow-up with the Provider as prescribed by the REM protocol.
- 1.7.1.4 Provider shall cooperate with any investigation conducted by [REDACTED] or outside agencies (e.g., State Agency, Adult Protective Services (APS), Child Protective Services (CPS), and law enforcement).
- 1.7.1.5 Provider shall provide appropriate training and take corrective action as needed to ensure its staff, contract providers, and workers comply with reportable events requirements.
- 1.7.1.6 Provider shall conduct oversight, including but not limited to oversight of its staff, contracted providers, to ensure that [REDACTED] policies and procedures are being followed and that necessary follow-up is being conducted in a timely manner.

- 1.8 Inconsistencies. In the event of an inconsistency between terms and conditions of this Attachment and the terms and conditions as set forth in the Agreement, the terms and conditions of this Attachment shall govern. Except as set otherwise forth herein, all other terms and conditions of the Agreement remain in full force and effect.

**EPISODE-BASED RETROSPECTIVE PAYMENT  
PARTICIPATION ATTACHMENT TO THE  
[REDACTED]  
PROVIDER AGREEMENT**

This is an Episode-Based Retrospective Payment Participation Attachment ("Attachment") to the [REDACTED] Provider Agreement ("Agreement"), entered into by and between [REDACTED] and Provider and is incorporated into the Agreement.

[REDACTED] shall implement Payment Reform Initiatives, including retrospective episode based reimbursement, as required by [REDACTED] Provider types identified by [REDACTED] as Principal Accountable Providers ("PAPs") or "Quarterbacks" (QBs) are required, as a condition of participation in the [REDACTED] Program, to participate in such [REDACTED] Payment Reform Initiatives for the purposes of furthering quality improvement and reporting processes in accordance with [REDACTED] requirements. Episodes and quality measures defined by [REDACTED] will be provided within the [REDACTED] Provider Episode-Based Retrospective Payment Appendix Thresholds Attachment. [REDACTED] shall provide quarterly performance reports to Provider and Quarterbacks and shall reconcile episode performance annually.

**Payment Reform Initiatives.** [REDACTED] has adopted this Episode-Based Retrospective Payment Program, (this "Program") as part of the State of Tennessee's Health Care Innovation Initiative for the purpose of more closely aligning reimbursement with health care quality. [REDACTED] shall implement this Program as described in this Episode-Based Retrospective Payment Appendix (this "Appendix"), in accordance with [REDACTED] requirements.

Provider acknowledges the [REDACTED] Program is implementing an Episode of Care payment system for compensation of Providers deemed to have the greatest accountability for quality and cost of care for a patient. Providers deemed to have the greatest accountability for the quality and cost of care for a patient are "Principal Accountable Providers" or "PAPs" or "Quarterbacks".

Provider agrees that a Quarterback, as identified by [REDACTED] for each episode of care and as defined herein, is required by the [REDACTED] Program to participate and cooperate with [REDACTED] for purposes of furthering quality improvement and reporting processes as developed for this program and described by [REDACTED] Episodes and quality measures defined by [REDACTED] are identified in the attached [REDACTED] Thresholds Attachment, which is incorporated herein.

[REDACTED] shall provide quarterly performance reports to the Quarterback and shall reconcile episode performance annually.

Additional episodes will be identified and added as determined by [REDACTED] [REDACTED] will work with [REDACTED] to define the process for adding each additional episode.

**Section I - Definitions**

**Acceptable Cost Threshold:** The dollar amount, as determined by [REDACTED] to which the Quarterbacks' risk adjusted average episode cost (calculated in Section II below) for a Program Episode will be compared. The Acceptable Cost Threshold is used to determine the dollar amount of the Shared Risk Payment from the Quarterback to [REDACTED] and can be found on each interim and final Performance Report provided to the Quarterback. For the Acceptable Cost Threshold, the threshold represents the maximum cost in that category. Providers with a cost equal to or less than the threshold meet the threshold requirement. See thresholds attachment.

**Commendable Cost Threshold:** The dollar amount, as determined by [REDACTED] to which the Quarterback's risk adjusted average episode cost for a Program Episode will be compared. If the Quarterback meets all of the quality indicators linked to gain sharing, the commendable cost threshold is then used to determine dollar amount of a shared savings payment from [REDACTED] to the Quarterback, subject to the Gain Share Limit. The dollar amount of

the commendable cost threshold can be found on each interim and final Performance Report provided to the Quarterback. For the Commendable Cost Threshold, the threshold represents the maximum cost in that category. Providers with a cost equal to or less than the threshold meet the threshold requirement. See thresholds attachment.

**Cost Zones:** Based on the prior quarter average episode costs, as calculated in Section II below, Quarterback Zone, or Commendable Cost Zone.

**Episode or Episode of care:** Episodes are acute or specialized treatments a patient receives for a specified period of time. An Episode will include all the different health care services related to the treatment of one acute or specialized health care event, net of episodes excluded for clinical or operational considerations.

**Episode Measurement Period ("EMP"):** The measurement period for the Quality Certification Component of the program defined as including all episodes ending the 12-month period that begins on the effective date of this Appendix. Subsequently measurement periods will begin as defined by [REDACTED]

**Episode Provider Stop-loss:** A methodology that will be incorporated into the Total Episode Cost calculation that is designed to limit significant provider risk under the episode of care model. The Episode Provider Stop-loss is not intended to be a regulated stop loss or reinsurance product, but rather is a calculation integrated within the Risk Sharing component of the Program intended to provide protection from the impact of excessive Quarterback penalties.

**Gain Share Limit:** Calculated, as defined by [REDACTED] as the average of the non-adjusted cost for the five lowest costs for a valid Episode of Care that will be used to calculate any shared savings payment to the Quarterback, if all of the eligibility criteria are met.

**Gain Sharing:** If a Quarterback achieves a risk-adjusted average per-episode cost below the commendable threshold while meeting quality standards, then the Quarterback is eligible for Gain Sharing. Gain Sharing is savings below the commendable threshold with respect to the Gain Share Limit.

**Member:** A Member is a Medicaid enrollee assigned to [REDACTED] by the state Medicaid program. A Member is subject to retroactive disenrollment by the state, in which case such individual will not be considered a Member for any period as of the effective date of such disenrollment.

**Performance Report:** The interim or final report with respect to a given Episode Measurement Period that shows, on an interim or final basis, the Quarterback's performance results and the other information described in this Appendix.

**Principal Accountable Provider ("PAP" or "Quarterback"):** The Provider deemed to have the greatest accountability for the quality and cost of care for a patient. Quarterbacks are designated for each episode based on the degree of influence they have over clinical decisions and the care delivered.

**Quality Certification Component:** The program component that measures the quality performance of the Quarterback. The quarterly quality certification is a prerequisite for becoming and remaining eligible for Gain Sharing. The quality certification designation will apply to those Quarterbacks that have a score meeting or exceeding [REDACTED] defined threshold levels for Quality Indicators Linked to Gain Sharing.

**Quality Indicators Linked To Gain Sharing:** The set of indicators that will be used for determination of quality certification of each episode. These quality indicators will be based on clinically appropriate and evidence-based practice. Applicable quality indicator definitions and measurement specifications will be published with each episode. The thresholds for Quality Indicators Linked to Gain Sharing, represent the minimum score required to meet the metric. Quality results equal to or higher than the threshold are considered to have met the requirements for the measure. See thresholds attachment.

**Quality Indicators Not Linked To Gain Sharing:** The additional set of indicators that will be provided to each Quarterback of each episode for the purpose of quality improvement. These quality indicators will be based on

clinically appropriate and evidence-based practice. Applicable quality indicator definitions and measurement specifications will be published with each episode. The thresholds for Quality Indicators Not Linked to Gain Sharing, represent the minimum score required to meet the metric. Quality results equal to or higher than the threshold are considered to have met the requirements for the measure.

**Risk Sharing:** If a Quarterback's risk adjusted average per-episode cost is more than the acceptable threshold, no gain share payment is earned, and the risk will be shared with [REDACTED]. Risk sharing is the cost above the Acceptable Threshold.

**Total Episode Cost:** The total episode cost is the sum of the amount that reflects the totality of all costs for claims identified for all [REDACTED] Members included in the episode.

**Valid Episode of Care:** Medicaid Covered Services provided by one or more Providers over a period of time related to a particular condition or procedure, including clinically related Medicaid Covered Services, as pre-defined by [REDACTED]. An episode will include all the different health care services related to the treatment of one acute or specialized health care event, net of episodes excluded for clinical or operational considerations.

## Section II - Gain/Risk Share Pay Component

**Risk Sharing Amount:** If the risk-adjusted average episode cost is more than the acceptable cost threshold, no gain share payment is earned and the risk will be shared with [REDACTED]. The Quarterback, without regard to whether the eligibility criteria are met, is required to pay their portion of any deficit to [REDACTED]. In the event that the final performance report shows that the Provider owes money to [REDACTED], the final report will serve as an invoice to the Provider, and the Provider will need to issue their payment to [REDACTED] within 30 days of the date of this notification. If [REDACTED] does not receive payment, [REDACTED] reserves the right to offset claim payments for money owed.

### Steps for submitting payment:

Checks should be made out to [REDACTED] and mailed to the address below. Include as a note on the remit check that this payment is for the Episodes of Care program and the name of the Episode(s) the risk share amount is referencing:

[REDACTED] Community Care Attn: Finance Department  
22 Century Blvd., Suite 220  
Nashville, TN 37214

**Gain Sharing Amount:** If the risk-adjusted total episode cost is less than the acceptable cost threshold for the episode measurement period, the Quarterback's unadjusted payment by [REDACTED] will be calculated according to the specifications below. The delivery date for checks to Providers is within 30 days of the date of this notification. Providers who will receive a gain-share payment will receive a paper check. This check will be sent to the remittance address on file with [REDACTED] and/or the requested mailing address of the Provider.

**Total Episode Cost** = All associated claims submitted and paid during an episode measurement period.

**Total # of valid episodes** = Net of episodes excluded for clinical or operational considerations

$$\begin{aligned} \text{Avg. episode cost (non adj.)} &= \\ \text{Raw claims average} &= \\ \text{Total episode cost} \div \text{total \# of valid episodes} \end{aligned}$$

$$\text{Risk adjustment factor (avg.)} =$$



The adjustment needed to insure that the average risk score across all episodes for [REDACTED] is equal to 1.00  
Average adjustment to raw claims to account for clinical variability

Avg. episode cost (risk adj.) =  
Adjusted cost per episode =  
Average episode cost non-adjusted ÷ the risk adjustment factor

Total Gain Sharing generated =  
Total difference in adjusted cost vs. commendable cost =  
Difference between average episode cost risk-adjusted and commendable cost × total # of valid episodes

Total Risk Sharing penalty =  
Total difference in adjusted cost vs. not acceptable cost =  
Difference between acceptable cost and average episode cost risk-adjusted × total # of valid episodes

### Section III - Notification

[REDACTED] shall notify Quarterbacks to the availability of their quarterly performance and/or preview EOC reports via email, fax, or letter. The Quarterback will be asked to respond to [REDACTED] confirming receipt of the notification, confirming their preferred delivery method, and contact person. Quarterbacks must provide their most up-to-date contact information as this is essential in order for Providers to receive alerts about any changes to EOC reports or newly released reports in a timely manner. In the initial communication to Quarterbacks, [REDACTED] shall provide 1) instructions on how to access full reports, and 2) how to share and update electronic contact information.

### Section IV - Reporting Component

The Quarterback's performance will be measured for each episode in reports. **Average episode cost (risk adjusted)** will be compared with pre-determined thresholds. Based on performance, [REDACTED] will then reconcile total payment with each Quarterback. This performance summary will provide a detailed picture of the quality indicators of a Quarterback that go into the Quarterback's quality outcomes and how the Quarterback is performing relative to other Quarterbacks in this episode.

Cost ranges for commendable, acceptable and unacceptable costs will also be included in the report. If the Quarterback's costs are considered unacceptable, the Quarterback will be subject to risk sharing. If the Quarterback's costs are in the acceptable range, there will be neither gain nor risk sharing. If the Quarterback's costs are within the commendable range, the Quarterback will be eligible for gain sharing as long as the Quarterback met required quality metrics.

### Section V - Eligibility - Quality Certification

A. [REDACTED] will make available to the Quarterback an interim performance report on a quarterly basis. This report is designed to provide a summary and to list those Members that are included in any of the quality indicators measurements for each valid episode. This report will detail the quality indicators linked to gain/risk sharing.

B. Quarterbacks who do not meet the benchmarks for quality indicators linked to Gain Sharing are ineligible for Gain Sharing. In addition, Quarterbacks whose average episode costs fall above the acceptable threshold are responsible for a portion of those costs. Quarterbacks whose average cost falls between the commendable and acceptable thresholds receive no gain share and pay no risk share.

All Quarterbacks involved in an episode of care will be paid in accordance with their Agreement for Medicaid Covered Services rendered.

## Section VI - Quarterly Reconciliations and Payments

Quarterly performance reports are for informational purposes, and only the final performance report for a given performance period will be used to determine any shared gain/risk payments.

A. **Risk Share Payment:** Payment equal to 50% of the total Risk Shared. See Section II for calculations.

B. **Gain Share Payment:** Payment equal to 50% of the total Gain Shared. See Section II for calculations.

C. **Shared Risk Payment Due Date:** [REDACTED] or Quarterback, as applicable, will pay to the other party the shared risk payment, if any, within a predetermined, agreed upon number of days after [REDACTED] provides the final Quarterback Performance Report.

## Section VII - Regulatory Requirements

A. The parties acknowledge and agree that: (i) the compensation set forth in the Agreement, including this Appendix, does not reward Quarterbacks for limiting the provision of any medically necessary services to any patients; and (ii) nothing contained in the Agreement, including this Appendix, will be construed in any manner as creating an obligation or inducement to limit the provision of any medically necessary services to be provided by Quarterbacks. Provider, on behalf of itself and/or its assigned Quarterbacks, covenants and agrees that Quarterbacks will immediately report to [REDACTED] any physician, health care professional or facility whom a Quarterback believes, or has reason to believe, may have limited or denied, or attempted to limit or deny, medically necessary or clinically appropriate care to one or more Members. Any such limitation, denial, or attempt, as determined by [REDACTED] in its sole discretion, will be grounds for immediate termination of this Appendix and will be deemed a material breach under the Agreement for purposes of termination of the Agreement; and notwithstanding anything in this Appendix to the contrary, no further payments will be made under this Appendix in the event of such termination. In its sole discretion, [REDACTED] may elect instead to exclude the individual physician, health care professional or facility from participating under this Appendix immediately upon written notice to such Quarterback. Provider acknowledges and agrees that [REDACTED] is relying upon the foregoing representations and covenants of Quarterback in connection with Quarterback's participation in the Program described in this Appendix.

B. Provider, on behalf of itself and/or its assigned Quarterbacks, represents and warrants that, to the extent the Provider distributes any portion of any incentive payments to or from [REDACTED] under this Appendix to PCPs, Quarterback (i) will make such distribution(s) in compliance with CMS rules and regulations and (ii) will make any such distributions on a per capita basis to all professionals who have been PCPs for at least one year, and shall not limit distributions to any particular group of individual physicians or professionals; and (iii) will limit each such payment so that no PCP receives an amount that would result in substantial financial risk as defined by the PIP Regulations. If requested by [REDACTED] Quarterbacks will provide [REDACTED] with a description of their physician compensation arrangements and such other information related to such payments as needed to demonstrate the Quarterback's compliance with CMS and other applicable rules and regulations and this Section.

C. If this Appendix is required to be filed with one or more federal, state or local governmental authorities, [REDACTED] will be responsible for each such filing. If, following any such filing, the governmental authority requests

changes to this Appendix, Provider, on behalf of itself and/or its Quarterbacks, agrees to cooperate with [REDACTED] in preparing the response to the governmental authority.

## Section VIII -Reconsideration

Regarding quarterly and performance EOC reports, if there are any concerns with data in either of these partial year reports, please contact your EOC Provider Representative within 30 days of the report notification or email [agpepisode.reporting@\[REDACTED\].com](mailto:agpepisode.reporting@[REDACTED].com). [REDACTED] will then work with you to investigate the reported concerns and determine the best course of action to address the issue. This is an informal process and not part of the final report reconsideration process.

There are two levels of reconsideration for the EOC program. The first step is with [REDACTED]. The second step is with the Tennessee Department of Commerce and Insurance (TDCI). After receiving the Final Performance Report in August and in the event that a Quarterback has concerns regarding the program provider payment and/or metrics accuracy of the final performance report, the Quarterback will submit a formal Reconsideration request as detailed below:

Within 30 business days following the date of the final performance report notification, Providers have the right to submit a written request for reconsideration to [REDACTED]. [REDACTED] will review and respond within 30 business days of receipt of the reconsideration.

Steps for submitting a written reconsideration request:

Reconsideration requests need to be sent in writing to [REDACTED] via mail or email: Mail: [REDACTED] Community Care

Attn: Provider Relations — Episodes of Care 22 Century Blvd., Suite 220

Nashville, TN 37214

Email: [agpepisode.reporting@\[REDACTED\].com](mailto:agpepisode.reporting@[REDACTED].com)

Please provide a detailed rationale to support the reconsideration request to include:

- Identification of each performance result (payment and metrics) to be reconsidered
- Identification of the contested result calculated
- A detailed explanation of why the Provider believes the determination is incorrect
- Any other relevant information to support the Provider's reconsideration request

If the Quarterback does not object in writing to a final reconsideration within 30 days following the receipt of [REDACTED] reconciliation report, the Quarterback will be deemed to have accepted such reconciliation

If a Provider is dissatisfied with the result of the reconsideration process or if [REDACTED] fails to respond to the reconsideration request within 30 days from the received date of the payment dispute, the Provider may submit a Provider Complaint about specific claims or an episode directly to TDCI. This is an option instead of starting the independent review process which is detailed below. To submit a Provider Complaint to TDCI the Provider will access the Provider Complaint Form: [REDACTED] Program Episode of Care Cycle, Provider Gain/Risk Share Total Complaint. Instructions for completing the form can be obtained on the State website, <https://www.tn.gov/content/dam/tn/commerce/documents/tcoversight/forms/PROVIDERCOMPLAINTEOCFORM111416.pdf>. TDCI will process the complaint within a few days of receipt and allow [REDACTED] 30 calendar days to investigate and respond accordingly. This process is estimated to take no longer than 40 days. However, please note that unlike the independent review protocol, this process is informal and not binding for either party.

The Provider may also submit concerns to the Commissioner of the Department of Commerce and Insurance for an independent review of the disputed claims as set forth in T.C.A. 56-32-126. The Independent Review Process is available to Providers to resolve episodes of care disputes. It is understood that in the event Providers file a request with the Commissioner for independent review the dispute, shall be governed by T.C.A. 56-32-126(b).

The request to the Commissioner for Independent Review of Disputed [REDACTED] Claim form and instructions for completing the form, sample copies of requests to the commissioner for independent review, and FAQ developed by the State of Tennessee Department of Commerce and Insurance can be obtained on the State website (tn.gov/commerce>Our Divisions>[REDACTED] Oversight>MCO Dispute Resolution>Independent Review Process).

### Section IX - Program Changes

[REDACTED] will review program components as defined by [REDACTED] and update them as necessary. [REDACTED] will modify or amend the Program as determined by [REDACTED] with 30-days' written notice to the Provider.

### Section X - Cooperation and Review

Provider, on behalf of itself and/or its Quarterbacks, agrees to cooperate with [REDACTED] in all ways which affect TennCare's Payment Reform Initiatives. Provider shall be responsible for promptly reviewing any and all reports provided to Quarterbacks by [REDACTED] hereunder. Provider and/or Quarterbacks shall, within 30 days of receipt of such reports, notify [REDACTED] in writing of any discrepancies or inaccuracies in such reports.

### Section XI - Business Associate Agreement

In the event Provider is not a "covered entity", as such term is defined in the HIPAA Regulations; a Business Associate Agreement shall be executed and made a part thereof. Provider acknowledges that if it is not a covered entity, [REDACTED] is unable to disclose to Provider any protected health information regarding any Covered Person until a Business Associate Agreement is fully effective between the parties hereto.

### PROVIDER EPISODE-BASED RETROSPECTIVE PAYMENT: THRESHOLDS 2020 Waves 1-9 ATTACHMENT

Provider Episode Episode-Based Retrospective Payment: 2020 Thresholds Waves 1-9							
Episodes		Threshold for Quality Indicators Linked To Gain Sharing		Acceptable Threshold	Commendable Threshold	Gain Share Limits	Effective Date
WAVE 1	Asthma	1. Follow-up care within the post-trigger window	30%	\$1,000	\$540	\$227	Jan 2020
		2. Appropriate medications within the trigger and post-trigger window	60%				
	Perinatal	1. C-Section Rate	38%	\$8,150	\$6,263	\$3,701	Jan 2020
		2. Group B strep screening rate	90% <sup>1</sup>				
		3. HIV screening rate	90% <sup>1</sup>				
	Total Replacement Joint	Related admission during the post-trigger window	10% <sup>2</sup>	\$27,737	\$8,991	\$7,809	Jan 2020
WAVE 2	COPD Exacerbation Acute	Follow-up care within the post-trigger window	45%	\$3,147	\$1,699	\$268	Jan 2020
	Colonoscopy	No quality metrics linked to gain sharing		\$1,297	\$753	\$192	Jan 2020
	Cholecystectomy	Hospital admission in the post-trigger window	10%	\$6,235	\$3,382	\$2,567	Jan 2020
	Acute PCI	Hospital admission in the post-trigger window	10%	\$20,681	\$6,771	\$5,888	Jan 2020
	Non-acute PCI	Hospital admission in the post-trigger window	10%	\$14,344	\$8,702	\$7,567	Jan 2020

WAVE 3	GI Hemorrhage (GIH)	Follow-up care within the post-trigger window	45%	\$5,518	\$3,538	\$243	Jan 2020
	Upper GI endoscopy (EGD)	ED visit within the post-trigger window	10% <sup>2</sup>	\$1,498	\$855	\$368	Jan 2020
	Respiratory Infection	ED visit within the post-trigger window	10% <sup>2</sup>	\$135	\$87	\$31	Jan 2020
	Pneumonia	Follow-up care within the post-trigger window	30%	\$2,109	\$1,291	\$251	Jan 2020
	Urinary Tract Infection (UTI)-Outpatient	1. Admission within the trigger window for ED triggered episodes	5%	\$156	\$103	\$27	Jan 2020
		2. Admission within the trigger window for non-ED triggered episodes	5%				
	Urinary Tract Infection (UTI) Inpatient	Follow-up care within the post-trigger window	40%	\$4,963	\$2,389	\$368	Jan 2020
WAVE 4	Attention Deficit and Hyperactivity Disorder (ADHD)	Minimum Care requirement of 5 visits/claims during the episode window	70%	\$788	\$255	\$65	Jan 2020
		Long-acting stimulants for members aged 6 to 11.	80%				
		Long-acting stimulants for members aged 12 to 20	80%				
		Utilization of therapy for members aged 4 and 5	1 Visit				
	Bariatric Surgery	Follow-up care within the post-trigger window	30%	\$13,544	\$7,284	\$6,333	Jan 2020
	Coronary Artery Bypass Graft (CABG)	Follow-up care within the post-trigger window	90%	\$57,517	\$26,532	\$23,072	Jan 2020
	Congestive Heart Failure (CHF) Acute Exacerbation	Follow-up care within the post-trigger window	60%	\$9,968	\$4,462	\$509	Jan 2020
	Oppositional Defiant Disorder (ODD)	Minimum Care requirement of 6 therapy or level 1 case management visit during the episode window	30%	\$2,685	\$340	\$290	Jan 2020
WAVE 5	Valve repair and replacement	Follow-up care within the post-trigger window	90%	\$87,954	\$39,494	\$34,342	Jan 2020
	Breast Biopsy	Appropriate diagnostic workup rate	90%	\$2,807	\$1,023	\$603	Jan 2020
		Core needle biopsy rate	85%				
	Otitis media	OME episodes without antibiotics filled	25%	\$263	\$125	\$31	Jan 2020
		Non-OME episode with amoxicillin filled	60%				
WAVE 6	Tonsillectomy	Bleeding up to two days following the procedure	5% <sup>1</sup>	\$3,604	\$2,301	\$1,023	Jan 2020
	SSTI	Bacterial cultures when I&D performed-higher is better	50%	\$338	\$170	\$29	Jan 2020

			SSTI episodes with a first line antibiotic	85%				
		HIV	Periodic ART refill	85%	\$5,377	\$673	\$76	Jan 2020
		Pancreatitis	Follow-up care within 14 days	35%	\$13,687	\$1,763	\$1,533	Jan 2020
		Diabetes Exacerbation	Follow-up care within the first 14 days	30%	\$7,068	\$4,201	\$1,314	Jan 2020
Provider Episode Episode-Based Retrospective Payment: 2020 Thresholds Waves 1-9								
Episodes		Threshold for Quality Indicators Linked To Gain Sharing		Acceptable Threshold	Commendable Threshold	Gain Share Limits	Effective Date	
Wave 7	Back/ Neck Pain		Difference in Average MED/day	0.0	\$538	\$231	\$44	Jan 2020
	Femur/ Pelvic Fracture	1. Follow-up care within the post-trigger window		30%	\$31,989	\$16,300	\$14,174	Jan 2020
		2. Difference in Average MED/day		8.0				
	Knee Arthroscopy		Difference in Average MED/day	0.0	\$4,404	\$2,587	\$1,416	Jan 2020
	Non-operative Ankle Injury	Difference in Average MED/day	0.0	\$469	\$141	\$43	Jan 2020	
	Non-operative Knee Injury	Difference in Average MED/day	0.0	\$579	\$238	\$43	Jan 2020	
	Non-operative Shoulder Injury	Difference in Average MED/day	0.0	\$491	\$208	\$40	Jan 2020	
	Non-operative Wrist Injury	Difference in Average MED/day	0.0	\$481	\$195	\$48	Jan 2020	
	Spinal Decompression		Difference in Average MED/day	0.0	\$10,136	\$5,568	\$4,842	Jan 2020
	Spinal Fusion		Difference in Average MED/day	8.0	\$35,700	\$10,644	\$9,256	Jan 2020
Wave 8	Acute Gastroenteritis	Abdominal or pelvic CT or MRI in adults		40%	\$786	\$428	\$65	Jan 2020
		Abdominal or pelvic CT or MRI in children		40%				
		Antibiotics utilization		30%				
	Acute Seizure	1. Brain MRI utilization in focal epilepsy		10%	\$1,862	\$921	\$176	Jan 2020
		2. Prolonged EEG monitoring utilization in newly diagnosed seizure		10%				
	Appendectomy	1. Abdominopelvic CT scans in children		50%	\$6,190	\$5,611	\$1,655	Jan 2020
		2. Difference in Average MED/day		0.0				
	Bronchiolitis	1. Related admission during the post-trigger window		10%	\$922	\$550	\$120	Jan 2020
		2. Utilization of bronchodilators		30%				
		3. Utilization of steroids		50%				
Provider Episode Episode-Based Retrospective Payment: 2020 Thresholds Waves 1-9								

Episodes		Threshold for Quality Indicators Linked to Gain Sharing		Acceptable Threshold	Commendable Threshold	Gain Share Limits	Effective Date
Wave 8	Colposcopy	1. LEEP utilization under 26 years old with no evidence of high-grade dysplasia	10%	\$588	\$269	\$87	Jan 2020
		2. LEEP utilization with low-grade dysplasia	10%				
	GI Obstruction	Related follow-up care	20%	\$22,775	\$1,259	\$1,095	Jan 2020
		Difference in Average MED/day	0.0				
	Hernia Repair	Difference in Average MED/day	0.0	\$5,179	\$3,256	\$1,529	Jan 2020
	Hysterectomy	1. Alternative treatments	20%	\$7,795	\$6,254	\$3,921	Jan 2020
		2. Related follow-up care	10%				
	Pediatric Pneumonia	1. Related admission during the post-trigger window	10%	\$1,111	\$633	\$195	Jan 2020
		2. Utilization of macrolides in patients under 6 years old	30%				
		3. Utilization of narrow spectrum antibiotics	50%				
	Syncope	Carotid ultrasound imaging in adult	10%	\$956	\$251	\$43	Jan 2020

Provider Episode Episode-Based Retrospective Payment: 2020 Thresholds Waves 1-9

Episodes		Threshold for Quality Indicators Linked To Gain Sharing		Acceptable Threshold	Commendable Threshold	Gain Share Limits	Effective Date
Wave 9	Cystourethroscopy	1. Difference in average MED/day	0%	\$1,495	\$658	\$176	Jan 2020
		2. ED visit within the post-trigger window	10%				
		3. Repeat Cystourethroscopy	5%				
	Acute Kidney and Ureter Stones	1. Difference in average MED/day	3%	\$1,755	\$650	\$43	Jan 2020
		2. ED visit within the post-trigger window	15%				

<sup>1</sup> Change in quality metric threshold from 2019 CY.

<sup>2</sup> New gain-sharing quality metric and threshold for 2020 CY.

**Acceptable Cost Threshold:** The dollar amount, as determined by [REDACTED] to which the PAP's or QB's risk adjusted average episode cost (calculated in Section II below) for a Program Episode will be compared. The Acceptable Cost Threshold is used to determine the dollar amount of the Shared Risk Payment from the QB to [REDACTED] and can be found on each interim and final Performance Report provided to the QB.

**Commendable Cost Threshold:** The dollar amount, as determined by [REDACTED] to which the QB's average episode cost for a Program Episode will be compared. If the QB meets all of the quality indicators linked to gain sharing, the commendable cost threshold is then used to determine the dollar amount of a shared risk payment from [REDACTED] to the QB, subject to the Gain Share Limit. The dollar amount of the commendable cost threshold can be found on each interim and final Performance Report provided to the QB.

Additional episodes will be identified as determined by [REDACTED] and added to this attachment prior to the beginning of each performance period.



**██████████ MEDICAID (██████████ COMMUNITY CARE)  
PARTICIPATION ATTACHMENT TO THE  
██████████  
PROVIDER AGREEMENT**

This is a Medicaid Participation Attachment ("Attachment") to the ██████████ Provider Agreement ("Agreement"), entered into by and between ██████████ and Provider and is incorporated into the Agreement.

**ARTICLE I  
DEFINITIONS**

The following definitions shall apply to this Attachment. Terms not otherwise defined in this Attachment shall carry the meaning set forth in the Agreement.

All references to '██████████' under this Medicaid Participation Attachment shall mean and refer to ██████████ Tennessee Inc.

"Audit" means a review or audit of any and all obligations, requirements, records and information set forth in this Participation Attachment by the entities named herein.

"Clean Claim" means, unless otherwise required by applicable state Regulatory Requirements, an accurate and timely filed Claim submitted pursuant to this Attachment, that has no defect or impropriety, for which all information necessary to process such Claim and make a benefit determination is included. This includes but is not limited to, the claim being submitted in a nationally accepted format in compliance with standard coding guidelines, and which does not require adjustment, or alteration by Provider of the services in order to be processed and paid.

"Ethical and Religious Directives (ERDs)" means a document that offers moral guidance on various aspects of health care delivery and is based on a religious organization's theological and moral teachings.

"Medicaid Covered Services" means, for purposes of this Attachment, only those Covered Services provided under ██████████ Medicaid Program(s), i.e., the package of health care services, including physical health, behavioral health, and long-term care services, that define the covered services available to ██████████ members.

"Medicaid Member" means, for purposes of this Attachment, a Member who is enrolled in ██████████ Medicaid Program(s) under ██████████ For all purposes related to this Attachment, including all schedules, exhibits, provider manual(s), notices and communications related to this Attachment, the term "Medicaid Member" may be used interchangeably with the terms ██████████ Standard Enrollee, ██████████ Medicaid Enrollee, and the meaning of each is synonymous with any such other unless otherwise stated in this Attachment.

"Medicaid Program(s)" means, for purposes of this Attachment, a medical assistance program provided under a Health Benefit Plan approved under Title XVI, Title XIX and/or Title XXI of the Social Security Act or any other federal or state funded program or product as designated by ██████████

"Medically Necessary/Medical Necessity" means:

A Those services that are recommended by a physician or other licensed healthcare provider practicing within the scope of the physician's license who is treating the Medicaid Member. A Medically Necessary Medicaid Covered Service must satisfy each of the following criteria:

- (i) It must be required in order to diagnose or treat a Medicaid Member's medical condition. The convenience of a Medicaid Member, a Medicaid Member's family, or a provider shall not be a factor or justification in determining that a medical item or service is Medically Necessary;

- (ii) It must be safe and effective. To qualify as safe and effective, the type and level of medical item or service must be consistent with the symptoms or diagnosis and treatment of the particular medical condition, and the reasonably anticipated medical benefits of the item or service must outweigh the reasonably anticipated medical risks based on the Medicaid Member's condition and scientifically supported evidence;
- (iii) It must be the least costly alternative course of diagnosis or treatment that is adequate for the medical condition of the Medicaid Member. When applied to medical items or services delivered in an inpatient setting, it further means that the medical item or service cannot be safely provided for the same or lesser cost to the person in an outpatient setting. Where there are less costly alternative courses of diagnosis or treatment, including less costly alternative settings that are adequate for the medical condition of the Medicaid Member, more costly alternative courses of diagnosis or treatment are not Medically Necessary. An alternative course of diagnosis or treatment may include observation, lifestyle or behavioral changes or, where appropriate, no treatment at all; and
- (iv) It must not be experimental or investigational. A medical item or service is experimental or investigational if there is inadequate empirically-based objective clinical scientific evidence of its safety and effectiveness for the particular use in question. This standard is not satisfied by a provider's subjective clinical judgment on the safety and effectiveness of a medical item or service or by a reasonable medical or clinical hypothesis based on an extrapolation from use in another setting or from use in diagnosing or treating another condition such as:
  - (a) Use of a drug or biological product that has not been approved under a new drug application for marketing by the United States Food and Drug Administration (FDA) and is deemed experimental; or
  - (b) Use of a drug or biological product that has been approved for marketing by the FDA but is proposed to be used for other than the FDA-approved purpose. It will not be deemed Medically Necessary unless the use can be shown to be widespread, to be generally accepted by the professional medical community as an effective and proven treatment in the setting and for the condition for which it is used, and to satisfy the requirements of subdivisions (A)(i) – (A)(iii).

B It is the responsibility of the Medicaid Program ultimately to determine what medical items and services are Medically Necessary for the Medicaid Program. The fact that a provider has prescribed, recommended or approved a medical item or service does not, in itself, make such item or service Medically Necessary. In the case of enrollees under 21 years of age, services shall be provided in accordance with EPSDT requirements including federal regulations as described in 42 CFR Part 441, Subpart B, and the Omnibus Budget Reconciliation Act of 1989.

"State Agency," if used, means a federal, state or local agency, administration, board or other governing body with jurisdiction over the governance or administration of a Medicaid Program.

"Subcontract" means a contract to perform or assist, even if incidentally or in an auxiliary capacity, in the performance of all or part of the Provider's duties or obligations under the Agreement and/or this Attachment. An agreement entered into by the Provider with any other organization or person who agrees to perform any administrative function or service for the Provider specifically related to securing or fulfilling the Provider's obligations to [REDACTED] under the terms of this Attachment when the intent of such an agreement is to delegate the responsibility for any major service or group of services required by this Attachment. This shall also include any and all agreements between any and all subcontractors for the purposes related to securing or fulfilling the Provider's obligations to [REDACTED] under the terms of this Attachment.

"Subcontractor" means an individual, agency, or organization that pursuant to a Subcontract performs or assists, even if incidentally or in an auxiliary capacity, in the performance of all or part of the Provider's duties or obligations under the Agreement and/or this Attachment. Any organization or person who provides any function or service for the Provider specifically related to securing or fulfilling the Provider's obligations to [REDACTED] under the terms of this Attachment. Subcontractor does not include Provider unless the Provider is responsible for services other than those that could be covered in a Provider Agreement.

[REDACTED] means the Medicaid Program administered by the single state agency, as designated by the state of Tennessee and CMS, pursuant to Title XIX of the Social Security Act and the Section 1115 research and demonstration waiver granted to the State of Tennessee and any successor programs.

[REDACTED] Kids" means the Early Periodic Screening, Diagnostic and Treatment ("EPSDT") program operated by [REDACTED]. The EPSDT service is Medicaid's comprehensive and preventive child health program for individuals under the age of 21.

## **ARTICLE II SERVICES/OBLIGATIONS**

- 2.1 Participation-Medicaid Network. As a participant in [REDACTED] Medicaid Network, Provider will render Medicaid Covered Services to Medicaid Members in accordance with the terms and conditions of the Agreement and this Attachment. Such Medicaid Covered Services provided shall be within the scope of Provider's licensure, expertise, and usual and customary range of services pursuant to the terms and conditions of the Agreement and this Attachment, and Provider shall be responsible to [REDACTED] for his/her/its performance hereunder. Except as set forth in this Attachment or the [REDACTED] Compensation Schedule ("ACS"), all terms and conditions of the Agreement will apply to Provider's participation in [REDACTED] Medicaid Network. The terms and conditions set forth in this Attachment are limited to the provision of and payment for Health Services provided to Medicaid Members.
- 2.2 Provider's Duties and Obligations to Medicaid Members. All of Provider's duties and obligations to Members set forth in the Agreement shall also apply to Medicaid Members unless otherwise specifically set forth in this Attachment. Provider shall not discriminate in the acceptance of Medicaid Members for treatment, and shall provide to Medicaid Members the same access to services, including but not limited to, hours of operation, as Provider gives to all other patients. Provider shall furnish [REDACTED] with at least ninety (90) days prior written notice if Provider plans to close its practice to new patients or ceases to continue in Provider's current practice.
- 2.2.1 To the extent mandated by Regulatory Requirements, Provider shall ensure that Medicaid Members have access to 24 hour-per-day, 7 day-per-week urgent and Emergency Services, as defined in the ACS.
- 2.2.2 Unless otherwise required under Regulatory Requirements, a PCP, as defined in the ACS, shall provide Covered Services or make arrangements for the provision of Covered Services to Medicaid Members on a twenty-four (24) hour-per-day, seven (7) day-per-week basis to assure availability, adequacy, and continuity of care to Medicaid Members. If Provider is unable to provide Covered Services, Provider shall arrange for another Participating Provider to cover Provider's patients in accordance with [REDACTED] Policies. Provider and any PCPs employed by or under contract with Provider may arrange for Covered Services to Medicaid Members to be performed by a Specialist Physician only in accordance with [REDACTED] Policies.
- 2.2.3 If Provider is furnishing Specialist Physician services under this Attachment, Provider and the Specialist Physician(s) employed by or under contract with Provider, shall accept as patients all Medicaid Members and may arrange for Covered Services to Medicaid Members to be performed by Specialist Physician only in accordance with [REDACTED] Policies.

- 2.2.4 Provider may not refuse to provide Medically Necessary or covered preventive services to a child under the age of twenty-one (21) or a Medicaid Member under this Attachment for non-medical reasons. However, Provider shall not be required to accept or continue treatment of a patient with whom Provider feels he/she cannot establish and/or maintain a professional relationship.
- 2.3 Provider Responsibility. [REDACTED] shall not be liable for, nor will it exercise control or direction over, the manner or method by which Provider provides Health Services to Medicaid Members. Provider shall be solely responsible for all medical advice and services provided by Provider to Medicaid Members. Provider acknowledges and agrees that [REDACTED] may deny payment for services rendered to a Medicaid Member which it determines are not Medically Necessary, are not Medicaid Covered Services under the applicable Medicaid Program(s), or are not otherwise provided or billed in accordance with the Agreement and/or this Attachment. A denial of payment or any action taken by [REDACTED] pursuant to a utilization review, referral, discharge planning program or claims adjudication shall not be construed as a waiver of Provider's obligation to provide appropriate Health Services to a Medicaid Member under applicable Regulatory Requirements and any code of professional responsibility. However, this provision does not require Provider to provide Health Services if Provider objects to such service on moral or religious grounds.
- 2.4 Reporting Fraud and Abuse. Provider shall cooperate with [REDACTED] anti-fraud compliance program. If Provider identifies any actual or suspected fraud, abuse or misconduct in connection with the services rendered hereunder in violation of Regulatory Requirements, Provider shall immediately report such activity directly to the compliance officer of [REDACTED] or through the compliance hotline in accordance with the provider manual(s) or to the [REDACTED] Office of Program Integrity. In addition, Provider is not limited in any respect in reporting other actual or suspected fraud, abuse, or misconduct to [REDACTED]
- 2.5 [REDACTED] Marketing/Information Requirements. Provider agrees to abide by [REDACTED] marketing/information requirements. Provider shall forward to [REDACTED] for prior approval all flyers, brochures, letters and pamphlets Provider intends to distribute to [REDACTED] Members concerning its payor affiliations, or changes in affiliation or relating directly to the [REDACTED] population. Provider will not distribute any marketing or recipient informing materials without the consent of [REDACTED] or [REDACTED]. Provider shall not use [REDACTED] name or trademark for any materials intended for dissemination to Medicaid Members unless said material has been submitted to [REDACTED] by [REDACTED] for review and approval. This prohibition shall not include references to whether or not Provider participates in [REDACTED]
- 2.6 Schedule of Benefits and Determination of Medicaid Covered Services. [REDACTED] shall make available upon Provider's request schedules of Medicaid Covered Services for applicable Medicaid Program(s), and will notify Provider in a timely manner of any material amendments or modifications to such schedules. [REDACTED] will not issue any payments to Provider until Provider has obtained a Tennessee Medicaid provider number and has complied with the disclosure requirements, as applicable, in accordance with 42 CFR 455.100 through 106 and [REDACTED] policies and procedures.
- 2.7 Medicaid Member Verification. Provider shall establish a Medicaid Member's eligibility for Medicaid Covered Services prior to rendering services, except in the case of an Emergency Medical Condition, as defined in the ACS, where such verification may not be possible. In the case of an Emergency Medical Condition, Provider shall establish a Medicaid Member's eligibility as soon as reasonably practical. [REDACTED] provides for member eligibility verification 24/7/365 on its website. Nothing contained in this Attachment or the Agreement shall, or shall be construed to, require advance notice, coverage verification, or pre-authorization for Emergency Services, as defined in the ACS, provided in accordance with the federal Emergency Medical Treatment and Active Labor Act ("EMTALA") prior to Provider's rendering such Emergency Services.
- 2.8 Hospital Affiliation and Privileges. To the extent required under [REDACTED] credentialing requirements, Provider or any Participating Providers employed by or under contract or subcontract with Provider shall maintain privileges to practice at one or more of [REDACTED] participating hospitals. In addition, in accordance with the Change in Provider Information Section of the Agreement, Provider shall immediately

notify [REDACTED] in the event any such hospital privileges are revoked, limited, surrendered, or suspended at any hospital or healthcare facility.

- 2.9 Participating Provider Requirements. If Provider is a group provider, Provider shall require that all Participating Providers employed by or under contract or subcontract with Provider comply with all terms and conditions of the Agreement and this Attachment. Notwithstanding the foregoing, Provider acknowledges and agrees that [REDACTED] is not obligated to accept as Participating Providers all providers employed by or under contract or subcontract with Provider.
- 2.10 Coordinated and Managed Care. Provider shall participate in utilization management and care management programs designed to facilitate the coordination of services as referenced in the applicable provider manual(s).
- 2.11 Representations and Warranties. Provider represents and warrants that all information provided to [REDACTED] is true and correct as of the date such information is furnished, and that Provider is unaware of any undisclosed facts or circumstances that would make such information inaccurate or misleading. Provider further represents and warrants that Provider: (i) is legally authorized to provide the services contemplated hereunder; (ii) is qualified to participate in all applicable Medicaid Program(s); (iii) is not in violation of any licensure or accreditation requirement applicable to Provider under Regulatory Requirements; (iv) has not been convicted of bribery or attempted bribery of any official or employee of the jurisdiction in which Provider operates, nor made an admission of guilt of such conduct which is a matter of record; (v) is capable of providing all data related to the services provided hereunder in a timely manner as reasonably required by [REDACTED] to satisfy its internal requirements and Regulatory Requirements, including, without limitation, data required under the Health Employer Data and Information Set ("HEDIS") and National Committee for Quality Assurance ("NCQA") requirements; and (vi) is not, to Provider's best knowledge, the subject of an inquiry or investigation that could foreseeably result in Provider failing to comply with the representations set forth herein. In accordance with the Change in Provider Information Section of the Agreement, Provider shall immediately provide [REDACTED] with written notice of any material changes to such information.
- 2.11.1 Provider shall conduct criminal background checks and registry checks, which shall include a check of the Tennessee Abuse Registry, National and Tennessee Sexual Offender Registry, in accordance with state law and [REDACTED] policy.
- 2.12 Third Party Liability. Provider agrees to identify third party liability coverage, including Medicare and long-term care insurance as applicable, and except as otherwise required, seek such third party liability payment before submitting claims to [REDACTED]
- 2.13 [REDACTED] Kids. If Provider furnishes EPSDT services under the [REDACTED] Kids program, upon request, [REDACTED] shall make available to Provider a description of the package of benefits that [REDACTED] Kids offers and require providers to make treatment decisions based upon children's individual medical and behavioral health needs. In furnishing such [REDACTED] Kids services, Provider shall comply with the requirements set forth in the provider manual.

### ARTICLE III COMPENSATION AND AUDIT

- 3.1 Submission and Adjudication of Medicaid Claims. Unless otherwise instructed, or required by Regulatory Requirements, Provider shall submit Claims to [REDACTED] using appropriate and current Coded Service Identifier(s), within one hundred twenty (120) days from the date the Health Services are rendered or [REDACTED] may refuse payment. If [REDACTED] is the secondary payor, the one hundred twenty (120) day period will not begin until Provider receives notification of primary payor's responsibility.

- 3.1.1 In situations of enrollment in [REDACTED] with a retroactive eligibility date, the time frames for filing a claim shall begin on the date that [REDACTED] receives notification from [REDACTED] of the Medicaid Member's eligibility/enrollment. Provider agrees to submit Claims in a format consistent with industry standards and acceptable to [REDACTED] either (a) electronically through electronic data interchange ("EDI"), or (b) if electronic submission is not available, utilizing paper forms as defined by the National Uniform Claim Committee ("NUCC").
- 3.1.2 Provider agrees to provide to [REDACTED] unless otherwise instructed, at no cost to [REDACTED] or the Medicaid Member, all information necessary for [REDACTED] to determine its payment liability. Such information includes, without limitation, accurate and Clean Claims for Covered Services. If [REDACTED] asks for additional information in order to process the Claim, Provider must provide that information within sixty (60) days, or before the expiration of the one hundred twenty (120) day period referenced in section 3.1 above, whichever is longer.
- 3.1.3 [REDACTED] will provide for prompt payment to the Provider upon receipt of a Clean Claim properly submitted by the Provider within the required time frames as specified in TCA 56-32-126. All Clean Claims will be adjudicated in accordance with the terms and conditions of a Medicaid Member's Health Benefit Plan, the ACS, the provider manual(s), and the Regulatory Requirements applicable to [REDACTED] Medicaid Program(s).
- 3.2 This provision intentionally left blank.
- 3.3 Audit for Compliance with CMS Guidelines. Notwithstanding any other terms and conditions of the Agreement, this Attachment, or the ACS, [REDACTED] has the same rights as CMS, to review and/or Audit and, to the extent necessary recover payments on any claim for Medicaid Covered Services rendered pursuant to this Attachment and the Agreement to ensure compliance with CMS Regulatory Requirements.
- 3.4 State Audit Requirements. Provider shall maintain books, records, documents, and other evidence pertaining to Medicaid Covered Services rendered, equipment, staff, financial records, medical records, and the administrative costs and expenses incurred pursuant to this Attachment as well as medical information relating to the individual Medicaid Members, as required for the purposes of audit, or administrative, civil and/or criminal investigations and/or prosecution or for the purposes of complying with State Agency requirements regarding the reporting and investigation of fraud and abuse. Records other than medical records may be kept in an original paper state or preserved on micromedia or electronic format. Medical records shall be maintained in their original form or may be converted to electronic format as long as the records are readable and/or legible. As a condition of participation in [REDACTED] enrollees and providers shall give [REDACTED] or its authorized representative, the Office of the Comptroller of the Treasury, and any health oversight agency, such as OIG, TBI MFCU, DHHS Office of Inspector General (DHHS OIG), and DOJ, and any other authorized state or federal agency, access to their records. Said records shall be made available and furnished immediately upon request by the provider in either paper or electronic form, at no cost to the requesting party, for fiscal audit, medical audit, medical review, utilization review, and other periodic monitoring as well as for administrative, civil and criminal investigations or prosecutions upon the request of an authorized representative of [REDACTED] [REDACTED] or authorized federal, state and Office of the Comptroller of the Treasury personnel, including, but not limited to, the OIG, the TBI MFCU, the DHHS OIG and the DOJ. Said records are to be provided by the Provider at no cost to the requesting agency; records, books, documents, etc., shall be made immediately available for any authorized federal, state agency, including, but not limited to [REDACTED] or its designees, Comptroller of the Treasury, the Office of the Inspector General (OIG), the Medicaid Fraud Control Unit (MFCU), the Department of Health and Human Services, Office of Inspector General (DHHS, OIG) and the Department of Justice (DOJ) personnel during the Attachment period and ten (10) years thereafter, unless an audit, administrative, civil or criminal investigation or prosecution is in progress or audit findings or administrative, civil or criminal investigations or prosecutions are yet unresolved in which case records shall be kept until all tasks or proceedings are completed. Said records are to be provided by Provider at no cost to the requesting agency. During the Attachment period, Provider agrees to make these records available at a location in Tennessee as agreed

upon by the parties subject to the approval State Agency. If the records need to be sent to State Agency or [REDACTED] Provider shall bear the expense of duplication and delivery of the medical records. Prior approval of the disposition of Provider's records must be requested and approved by State Agency. Without in any way limiting the foregoing, as a condition of receiving any amount of [REDACTED] or TennCarepayment, Provider shall comply with the fraud and abuse requirements set forth in the Contract Risk Agreement and the Provider Manual.

#### **ARTICLE IV COMPLIANCE WITH FEDERAL REGULATORY REQUIREMENTS**

- 4.1 Federal Funds. Provider acknowledges that payments Provider receives from [REDACTED] to provide Medicaid Covered Services to Medicaid Members are, in whole or part, from federal funds. Therefore, Provider and any of his/her/its subcontractors are subject to certain laws that are applicable to individuals and entities receiving federal funds, which may include but are not limited to, Title VI of the Civil Rights Act of 1964 as implemented by 45 CFR Part 84; the Age Discrimination Act of 1975 as implemented by 45 CFR Part 91; the Americans with Disabilities Act; the Rehabilitation Act of 1973, lobbying restrictions as implemented by 45 CFR Part 93 and 31 USC 1352, Title IX of the Educational Amendments of 1972, as amended (30 U.S.C. sections 1681, 1783, and 1685-1686) and any other regulations applicable to recipients of federal funds.
- 4.2 Surety Bond Requirement. If Provider provides home health services or durable medical equipment, Provider shall comply with all applicable provisions of Section 4724(b) of the Balanced Budget Act of 1997, including, without limitation, any applicable requirements related to the posting of a surety bond.
- 4.3 Laboratory Compliance. If Provider renders lab services in the office, it must maintain a valid Clinical Laboratory Improvement Amendments ("CLIA") certificate for all laboratory testing sites and comply with CLIA regulations at 42 CFR Part 493 for all laboratory testing sites performing Health Services pursuant to this Attachment.
- 4.4 Gratuities. Provider certifies that no member or delegate of Congress, nor any elected or appointed official or employee of the State of Tennessee, the United States General Accounting Office, United States Department of Health and Human Services, CMS, or any other federal agency has or will benefit financially or materially due to influence in obtaining Agreement. This Agreement may be terminated by [REDACTED] at the discretion of [REDACTED] if it is determined that gratuities of any kind were offered to or received by any of the aforementioned officials or employees from the Provider or the Provider's agent or employees.
- 4.5 Reassignment of Payment. Any reassignment of payment must be made in accordance with 42 CFR 447.10 and all tax-reporting entities must execute a billing agent or alternative payee assignment agreement in order to assign [REDACTED] funds/payments. Billing agents and alternative payees are subject to monthly federal exclusion and debarment screenings while the assignment is ongoing.
- 4.6 Federal 340B Program. If Provider participates in the federal 340B program, Provider shall give [REDACTED] the benefit of Provider's 340B pricing.
- 4.7 Exclusion and Debarment Screening. Provider shall comply with all federal requirements (42 C.F.R. § 1002) on exclusion and debarment screening. Providers that bill and/or receive [REDACTED] funds as the result of this Participation Agreement shall screen its owners and employees against the General Services Administration (GSA) System for Award Management (SAM) and the HHS-OIG List of Excluded Individuals/Entities (LEIE). In addition, Provider shall screen its owners and employees against the Social Security Master Death File. Any unallowable funds made to excluded individuals as full or partial wages and/or benefits shall be refunded to and/or obtained by the State and/or [REDACTED] dependent upon the entity that identifies the payment of unallowable funds to excluded individuals.

- 4.7.1 Provider shall screen its employees and contractors initially and on an ongoing, monthly basis to determine whether any of them have been excluded from participation in Medicare, Medicaid, SCHIP, or any Federal health care programs (as defined in Section 1128B(f) of the Social Security Act) and not employ or contract with an individual or entity that has been excluded or debarred. The Provider shall be required to immediately report to [REDACTED] any exclusion information discovered. Civil monetary penalties may be imposed against providers who employ or enter into contracts with excluded individuals or entities to provide items or services to [REDACTED] Members.
- 4.8 Referral Incentive/Kickbacks. Provider agrees to abide by the Medicaid laws, regulations and program instructions that apply to the Provider. Provider understands that payment of a claim by [REDACTED] is conditioned upon the claim and the underlying transaction complying with such laws, regulations, and program instructions (including, but not limited to, the Federal anti-kickback statute and the Stark law), and is conditioned on the Provider's compliance with all applicable conditions of participation in Medicaid. The Provider understands and agrees that each claim the Provider submits to [REDACTED] constitutes a certification that the Provider has complied with all applicable Medicaid laws, regulations and program instructions (including, but not limited to, the Federal anti-kickback statute and the Stark law), in connection with such claims and the services provided therein.

## **ARTICLE V**

### **COMPLIANCE WITH STATE REGULATORY REQUIREMENTS**

- 5.1 Indemnification of State. In addition to the Indemnification provision of the Agreement, Provider shall, at all times, indemnify and hold harmless the State, its agencies, officers, and employees (hereinafter the "Indemnified Parties") from all claims and suits, including court costs, attorney's fees, and other expenses, brought against the Indemnified Parties, because of injuries or damages received or sustained by any person, persons, or property that is caused by any act or omission of Provider.
- 5.1.1 The Provider shall indemnify and hold harmless the State of Tennessee and its Indemnified Parties from all claims, losses or suits incurred by or brought against the Indemnified Parties as a result of the failure of the Provider to comply with the terms of this Attachment. The State of Tennessee shall give the Provider written notice of each such claim or suit and full right and opportunity to conduct Provider's own defense thereof, together with full information and all reasonable cooperation; but the State of Tennessee does not hereby accord to the Provider, through its attorneys, any right(s) to represent the State of Tennessee or [REDACTED] in any legal matter, such right being governed by TCA 8-6-106.
- 5.1.2 The Provider shall indemnify and hold harmless the Indemnified Parties from all claims or suits which may be brought against the Indemnified Parties for infringement of any laws regarding patents or copyrights which may arise from the Provider's or Indemnified Parties performance under this Attachment. In any such action, brought against the Indemnified Parties, the Provider shall satisfy and indemnify the Indemnified Parties for the amount of any final judgment for infringement. The State of Tennessee shall give the Provider written notice of each such claim or suit and full right and opportunity to conduct the Provider's own defense thereof, together with full information and all reasonable cooperation; but the State of Tennessee does not hereby accord to the Provider, through its attorneys, any right(s) to represent the State of Tennessee or [REDACTED] in any legal matter, such right being governed by TCA 8-6-106.
- 5.1.3 While the State of Tennessee will not provide a contractual indemnification to the Provider; such shall not act as a waiver or limitation of any liability for which the State of Tennessee may otherwise be legally responsible to the Provider. The Provider retains all of its rights to seek legal remedies against the State of Tennessee for losses the Provider may incur in connection with the furnishing of services under this Agreement or for the failure of the State of Tennessee to meet its obligations under the Agreement.



- 5.2 Medicaid Hold Harmless. Provider shall accept payment or appropriate denial made by Amerigroup (or, if applicable, payment by [REDACTED] that is supplementary to the member's third party payer) plus the amount of any applicable [REDACTED] cost sharing responsibilities, as payment in full for Medicaid Covered Services provided to Medicaid Members. Provider agrees that in no event, including, but not limited to non-payment by [REDACTED] insolvency, or breach of this Attachment, shall Provider solicit or accept any surety or guarantee of payment from a Medicaid Member for Medicaid Covered Services in excess of the amount of applicable [REDACTED] cost sharing responsibilities. Provider agrees it shall not seek payment from the Medicaid Member, his/her representative or the State for any Health Services rendered pursuant to this Attachment, with the exception of Cost Shares, if any, or payment for non-Medicaid Covered Services otherwise requested by, and provided to, the Medicaid Member if the Medicaid Member agrees in writing to pay for the service prior to the service being rendered. Medicaid Member shall include the patient, parent(s), guardian, spouse or any other legally responsible person of the Member being served. The form of agreement must specifically state the admissions, services or procedures that are non-Medicaid Covered Services and the approximate amount of out of pocket expense to be incurred by the Medicaid Member. Provider agrees not to bill Medicaid Members for missed appointments while enrolled in the Medicaid Programs. This provision shall remain in effect even in the event [REDACTED] becomes insolvent.
- 5.3 State Agency Government Contract. Provider shall comply with the terms applicable to providers set forth in the Government Contract, including incorporated documents, between [REDACTED] and [REDACTED] which applicable terms are incorporated herein by reference. [REDACTED] agrees to provide Provider with a description of the applicable terms upon request. For the purposes of this Attachment all references to Government Contract shall mean and refer to [REDACTED] Contractor Risk Agreement ("CRA").
- 5.4 Performance Within the U.S. Provider agrees that all services to be performed herein shall be performed in the United States of America. Breach, or anticipated breach, of the foregoing shall be a material breach of this Attachment and, without limitation of remedies, shall be cause for immediate termination of the Agreement and this Attachment.
- 5.5 No Payment Outside the United States. Provider agrees that [REDACTED] shall not provide any payments for items or services provided under the Agreement to any financial institution or entity located outside the United States of America.
- 5.6 Overpayments. Notwithstanding Provider's obligation to return an overpayment upon notification from [REDACTED] Provider must comply with [REDACTED] policies and procedures regarding requirement to report, including written notification, provider initiated refunds of overpayments to [REDACTED] and the [REDACTED] Office of Program Integrity (OPI) and, when it is applicable, returning overpayments to [REDACTED] within sixty (60) days from the date the overpayment is identified. Overpayments that are not returned within sixty (60) days from the date the overpayment was identified may be a violation of state or federal law.
- 5.7 Use of Independent Review. Provider shall have the right to avail itself of the [REDACTED] Provider Independent Review of Disputed Claims process to resolve claims denied in whole or in part by [REDACTED] as provided at TCA 56-32-126(b).
- 5.8 Care to Pregnant Women. Any unreasonable delay in providing care to a pregnant Medicaid Member seeking prenatal care will be considered a material breach of this Attachment. "Unreasonable delay" in providing care for pregnant Medicaid Members shall mean the following: (a) for Medicaid Members in their first trimester of pregnancy, in excess of three (3) weeks from the date of the Medicaid Member's request for regular appointments and 48 hours from the date of the Medicaid Member's request for urgent care; and (b) for Medicaid Members past their first trimester of pregnancy, on the day they are determined to be eligible a first prenatal care appointment shall occur no later than fifteen (15) calendar days from the day they are determined to be eligible.

- 5.9 No Conflict with Government Contract. If any requirement in this Attachment is determined by [REDACTED] to conflict with the Government Contract provision ), such requirement shall be deemed null and void, but all other provisions of this Attachment shall remain in full force and effect.
- 5.10 Care Coordination for CHOICES Members. Provider shall facilitate notification of the Medicaid Member's care coordinator by notifying the [REDACTED] in accordance with the [REDACTED] processes, as expeditiously as warranted by the Medicaid Member's circumstances, of any known significant changes in the Medicaid Member's condition or care, hospitalizations, or recommendations for additional services.
- 5.11 Cooperation with CHOICES Nursing Facility Diversion Plan. If Provider is a hospital (including a psychiatric hospital), Provider shall cooperate with [REDACTED] in developing and implementing protocols as part of [REDACTED] nursing facility diversion plan, which shall include, at a minimum, the hospital's obligation to promptly notify [REDACTED] upon admission of an Medicaid Member regardless of payor source for the hospitalization; how the hospital will identify members who may need home health, private duty nursing, nursing facility, or CHOICES HCBS upon discharge, and how the hospital will engage [REDACTED] in the discharge planning process to ensure that Medicaid Members receive the most appropriate and cost-effective Medically Necessary services upon discharge.
- 5.12 Ethical and Religious Directives ("ERDs"). Provider shall provide a list of the services it does not deliver due to its ERDs to [REDACTED] shall furnish this list to [REDACTED] notating those services that are Medicaid Covered Services. This list shall be used by [REDACTED] and [REDACTED] to provide information to Medicaid Members about where and how the Medicaid Members can obtain the services that are not being delivered by the Provider due to the ERDs. Provider shall inform Medicaid Members at the time of service of any health care options that are available, but not being provided by the Provider due to the ERDs, however; the Provider is not required to make specific recommendations or referrals. In addition, the Provider shall inform Medicaid Members that [REDACTED] has additional information on providers and procedures that are covered by Medicaid Program but not offered by Provider due to ERDs.
- 5.13 Pharmacy Services. Provider shall coordinate with [REDACTED] Pharmacy Benefit Management (PBM) regarding authorization and payment for pharmacy services.
- 5.14 Reporting Abuse and Neglect. Provider shall report suspected abuse, neglect, and exploitation of adults in accordance with TCA 71-6-103 and shall report suspected brutality, abuse, or neglect of children in accordance with TCA 37-1-403 and TCA 37-1-605.
- 5.15 Encounter Data Requirements. Provider shall submit complete and accurate utilization and/or encounter data for any services provided that are reimbursed under a global, e.g., global procedures codes for obstetric care, or capitated payment arrangement. Provider shall submit utilization and/or encounter data as specified by [REDACTED] in a timely manner to support individual services provided, so as to ensure [REDACTED] ability to submit encounter data to [REDACTED] that meets the same standards of completeness and accuracy as required for proper adjudication of fee-for-service claims.
- 5.16 Provider Change of Ownership. In the event Provider has a change of ownership, the new owner/provider shall provide to [REDACTED] a bill of sale (or equivalent) and documentation from the appropriate State of Tennessee licensing entity stating that the new owner is allowed to operate under the existing license until such time as a new license is issued. [REDACTED] shall issue a new Medicaid ID based on this provider-submitted documentation, and [REDACTED] shall reimburse the new provider based on rates provided by [REDACTED] to [REDACTED] on the next weekly rate file following TennCare's receipt of the new provider's documentation. Notwithstanding this foregoing, any assignment of the Attachment shall be consistent with the Assignment provision of the Agreement.
- 5.17 Permitted Sanctions. In the event Provider fails to meet any performance standard or other requirement or rule of the [REDACTED] or any standard or rule existing under applicable law pertaining to the services provided hereunder including, without limitation, Section 1200-13-13-.08 of TennCare's Rules and

regulations, or fails to perform its obligations hereunder in accordance with the terms of this Attachment, [REDACTED] may assess liquidated damages, sanctions or reductions in payment in an amount equal to any penalty assessed by [REDACTED] or under applicable law, against [REDACTED] due to such performance standard not having been met or due to the breach of such requirement, rule or obligation under this Attachment. Liquidated damages, sanctions or payment reductions for selected failures of performance will be specifically set forth in the provider manual.

5.18 Non-Discrimination. In addition to the Provider Non-discrimination provision of the Agreement. No person on the grounds of handicap, and/or disability, age, race, color, religion, sex, national origin, or any other classifications protected under federal or state laws shall be excluded from participation in, except as specified in Section A.2.3.5, of the Government Contract or be denied benefits of, or be otherwise subjected to discrimination in the performance of Provider's obligation under its agreement with the [REDACTED] or in the employment practices of the Provider. Provider will cooperate with [REDACTED] and/or CMS, and [REDACTED] as applicable, during discrimination complaint investigations and report discrimination complaints and allegations to [REDACTED] including allegations of discrimination as set forth in the CRA, i.e., any instance of disrespectful or inappropriate communication, e.g., humiliation harassment, threats of punishment or deprivation, intimidation or demeaning or derogatory communication (vocal, written, gestures) or any other acts pertaining to a person supported that is not directed to or within eyesight or audible range of the person supported and does not meet the definition of emotional or psychological abuse. Provider will assist any Medicaid Covered Person in obtaining discrimination complaint forms and contact information for [REDACTED] nondiscrimination office. Provider shall, upon request, show proof of such nondiscrimination compliance and shall post notices of nondiscrimination in conspicuous places available to all employees, [REDACTED] applicants, and enrollees.

5.19 Records Availability and Retention. In addition to the [REDACTED] Access to and Requests for Provider Records provision of the Agreement, Provider shall immediately make available to [REDACTED] [REDACTED] or its authorized representatives, federal or state personal, including but not limited to, OIG, TBI MFCU, DOJ and the DHHS OIG, and Office of the Comptroller of the Treasury ("Representatives"), in a usable form, any or all records, whether medical or financial, related to Provider's activities undertaken pursuant to this Attachment and the services provided to Medicaid Members. Provider shall have an adequate record system and maintain all records for ten (10) years from the termination of the Agreement or retained until all evaluations, audits reviews, investigations or prosecutions are completed for recording enrollee services, servicing providers, charges, dates and all other commonly accepted information elements for services rendered to enrollees pursuant to the Agreement (including but not limited to such records as are necessary for the evaluation of the quality, appropriateness, and timeliness of services performed under the Agreement and administrative, civil or criminal investigations and prosecutions).

5.19.1 Provider shall make all records (including, but not limited to, financial and medical records) pertaining to services rendered under this Attachment available at Provider's expense for administrative, civil and/or criminal review, audit, evaluation, inspection, investigation and/or prosecution by authorized federal and state personnel, including [REDACTED] its Representatives and [REDACTED] or any duly authorized state or federal designee. Access will be either through on-site review of records or mailed copies at TennCare's or the State Agency's discretion and during normal business hours, unless there are exigent circumstances, in which case access will be at any time at TennCare's or the State Agency's discretion Requested records shall be provided at no expense to [REDACTED] or State Agency, its Representative, [REDACTED] or any duly authorized state or federal designee. Paper records must be signed by rendering provider; electronic records must have capability of affixing an electronic signature to notes added by rendering provider.

5.19.2 Provider shall make all records, including, but not limited to, financial, administrative and medical records available to the State Agency, its Representatives, [REDACTED] or any duly authorized state or federal designee. The State Agency, its Representatives, [REDACTED] or any duly authorized state or federal designee or entity shall have the right to evaluate through inspection, evaluation, review or request, whether announced or unannounced, or other means, any record

pertinent to this Attachment, including but not limited to medical records, billing records, financial records, and/or any records related to services rendered, quality, appropriateness and timeliness of services and/or any records relevant to an administrative, civil and/or criminal investigation and/or prosecution, and such evaluation, inspection, review or request, when performed or requested, shall be performed with the immediate cooperation of the Provider. Such records are to be provided at no charge to the requesting agency. Upon request, the Provider shall assist in such reviews, and provide complete copies of medical records. Any authorized federal or State government agency, [REDACTED] its Representative, [REDACTED] or any duly authorized state or federal designee, may use these records to carry out their authorized duties, reviews, audits, administrative, civil and/or criminal investigations and/or prosecutions.

- 5.19.3 [REDACTED] and Provider recognize that in the event of termination of the CRA between [REDACTED] and [REDACTED] for any reason(s) described therein, Provider shall immediately make available, to [REDACTED] or its designated representative, in a usable form, any or all records, whether medical or financial, related to the provider's activities undertaken pursuant to this Agreement. The provision of such records shall be at no expense to [REDACTED]
- 5.19.4 Provider acknowledges that HIPAA regulations do not bar disclosure of protected health information (PHI) to health oversight agencies, including, but not limited to, the Comptroller of the Treasury, OIG, MFCU, DHHS OIG and DOJ.
- 5.19.5 [REDACTED] State Agency, CMS, or their Representatives shall, at all reasonable times, have the right to enter into the Provider's premises, or such other places where duties of this Attachment are being performed, to inspect, monitor, or otherwise evaluate including periodic audits of the work being performed. The Provider shall supply reasonable access to all facilities and assistance for federal, [REDACTED] or State Agency's representatives.
- 5.20 Medical Records. Provider shall maintain medical records in a manner that is current, detailed and organized, and that permits effective and confidential patient care and quality review, administrative, civil and/or criminal investigations and/or prosecutions.
- 5.20.1 Provider shall have medical record keeping practices that are consistent with 42 CFR 456 and current NCQA standards for medical record documentation, in accordance with [REDACTED] policies and procedures regarding confidentiality of medical records, medical record documentation standards and standards for the availability of medical records. Provider shall obtain all necessary releases, consents and authorizations from Medicaid Members with respect to their medical records to permit [REDACTED] access to such records. Records related to appeals shall be forwarded within the timeframes specified in the appeal process section of the provider manual. Such requests made by [REDACTED] or [REDACTED] shall not be unreasonable.
- 5.20.2 Medical records shall be maintained and be available at the site where Medicaid Covered Services are rendered. Medicaid Members (including individuals age 16 or older for behavioral health records and including individuals age 14 or older for non-behavioral health records), and their legally appointed representatives shall be given access to the Medicaid Member's medical records, to the extent and in the manner provided by TCA 63-2-101, 63-2-102 and 33-3-104 et seq., and, subject to reasonable charges as defined in TCA 63-2-102, (except as provided section 5.20.3 below) may be given copies thereof upon request and to request that they be amended or corrected.
- 5.20.3 In the event a patient-provider relationship with a Medicaid Program primary care provider ends and the Medicaid Member requests that medical records be sent to a second Medicaid Program provider who will be the Medicaid Member's primary care provider, the first provider shall not charge the Medicaid Member or the second provider for providing one set of medical records.

- 5.20.4 If Provider furnishes Behavioral Health Care Services, Provider shall maintain medical records in conformity with TCA 33-3-101 et seq. for persons with serious emotional disturbance or mental illness. If Provider furnishes Behavioral Health Care Services, Provider shall maintain medical records of persons whose confidentiality is protected by 42 CFR Part 2 in conformity with that rule or TCA 33-3-103, whichever is more stringent. . Provider shall maintain Behavioral Health Records at the Provider level for ten (10) years from the termination of the Agreement or retained until all evaluations, audits reviews, investigations or prosecutions are completed for recording enrollee services, servicing providers, charges, dates and all other commonly accepted information elements for services rendered to enrollees pursuant to the Agreement (including but not limited to such records as are necessary for the evaluation of the quality, appropriateness, and timeliness of services performed under the Agreement and administrative, civil or criminal investigations and prosecutions).
- 5.21 Monitoring. Provider acknowledges that [REDACTED] may monitor the quality of services delivered by Provider hereunder and may initiate corrective action when necessary to improve quality of care in accordance with that level of medical or behavioral health care which is recognized as acceptable professional practice in the respective community in which Provider practices and/or the standards established by [REDACTED]. Provider shall comply with corrective action plans initiated by [REDACTED]. Provider acknowledges that [REDACTED] has the right to monitor Medicaid Covered Services rendered by Provider to Medicaid Members in accordance with this Attachment and [REDACTED] Policies and procedures that are made known to Provider, and that such monitoring may be announced or unannounced. Provider shall participate and cooperate in any internal and external QM/QI, monitoring, utilization review, peer review and/or appeal procedures established by [REDACTED] and/or [REDACTED].
- 5.22 Services to [REDACTED] Children. Provider shall not encourage or suggest in any way that State Agency children be placed in state custody in order to receive medical, behavioral, or long-term care services covered by the Medicaid Program.
- 5.23 Non-Covered Services. Provider acknowledges that any services not listed in the State of Tennessee [REDACTED] Program Rules and Regulations Chapter 1200-13-13-.04 (or 1200-13-14-.04, as applicable) and the Government Contract at Section A.2.6 BENEFITS/SERVICES REQUIREMENTS AND LIMITS or [REDACTED] Bureau policies and procedures as "Covered Services" must receive prior approval in writing by [REDACTED] and CMS.
- 5.24 Reports, Provider Manual and Member Handbook. [REDACTED] shall provide to Provider such utilization profiles or other reports, if any, that [REDACTED] is required to provide to Provider under Regulatory Requirements. In addition, [REDACTED] shall provide its Tennessee Provider Directory to Provider. Pursuant to TCA 63-51-110, [REDACTED] posts an updated provider network directory on its website every twenty-one (21) business days. Provider shall timely submit all reports and clinical information required by [REDACTED]. [REDACTED] shall provide a copy of the applicable provider manual and Member Handbook, whether by its website or otherwise.
- 5.25 Conflict of Interest and Lobbying. Provider provides assurance that no part of the total Agreement amount received by Provider under this Agreement shall be paid directly, indirectly or through a parent organization, subsidiary or an affiliated organization to any state or federal officer or employee of the State of Tennessee or any immediate family member of a state or federal officer or employee of the State of Tennessee as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor, or consultant to the Provider in connection with any work contemplated or performed relative to this Agreement unless otherwise disclosed to the Commissioner, Tennessee Department of Finance and Administration. For purposes of this section, "immediate family member" shall mean a spouse or minor child(ren) living in the household. Provider shall ensure that it maintains adequate internal controls to detect and prevent conflicts of interest from occurring at all levels of its organization. Provider further provides assurance that no part of the total Agreement amount received by Provider have been used, directly or indirectly, for any Lobbying activities.

- 5.26 Provider-Preventable Conditions. Provider understands and agrees that no payment will be made to Provider by [REDACTED] for any provider-preventable conditions which have been identified by [REDACTED] or pursuant to Regulatory Requirements. In addition, Provider shall identify provider-preventable conditions that are associated with claims for services provided under the Medicaid Program hereunder or with courses of treatment furnished to Medicaid Members for which payment under the Medicaid Program would otherwise be available.
- 5.27 Language and Translation Services. Provider shall have written procedures for the provision of language assistance services to Medicaid Members and/or the Medicaid Member's representative. Language assistance services include interpretation and translation services and effective communication assistance in alternative formats for any Medicaid Member and/or Medicaid Member's representative who requires such services including, but not limited to, Medicaid Members with limited English proficiency and individuals with disabilities or who are hearing impaired. Provider shall provide interpreter and translation services, and employ appropriate auxiliary aids and services, free of charge to Medicaid Members and furnish a copy of such procedures to [REDACTED] upon request.
- 5.28 Capitation Arrangement. In the event Provider and [REDACTED] enter into a capitated payment arrangement for Medicaid Covered Services and Provider becomes aware for any reason that he or she is not entitled to a capitation payment for a particular enrollee (a Medicaid Member dies, for example), the Provider shall immediately notify both [REDACTED] and [REDACTED] by certified mail, return receipt requested.
- 5.29 Alternative Claims Processing. In the event that [REDACTED] deems [REDACTED] unable to timely process and reimburse Claims and requires [REDACTED] to submit Provider Claims for reimbursement to an alternative claims processor to ensure timely reimbursement, Provider shall agree to accept reimbursement at [REDACTED] contracted reimbursement rate or the rate established by [REDACTED] whichever is greater.
- 5.30 Informal Resolution of Disputes. Notwithstanding the Dispute Resolution and Arbitration provisions of the Agreement, in the event of a dispute arising out of this Attachment that is not resolved and Provider has exhausted any other applicable provider appeal and/or provider dispute resolution procedures under the Agreement, the parties shall seek good faith informal resolution of the dispute prior to pursuing any external remedies, subject to applicable law. Any party may initiate the informal resolution process by sending a written description of the dispute to the other parties by certified or registered mail or personal delivery. The description shall explain the nature of the dispute in detail and set forth a proposed resolution, including a specific time frame within which the parties must act. The party receiving the letter must respond in writing within thirty (30) days with a detailed explanation of its position and a response to the proposed resolution. Within thirty (30) days of the initiating party receiving this response, principals of the party who have authority to settle the dispute will meet to discuss the resolution of the dispute. The initiating party shall initiate the scheduling of the meeting. In the event the parties are unable to resolve the dispute following exhaustion of the grievance and appeal process and the negotiation or mediation, a party shall pursue remedies at law or equity.
- 5.31 Provider Insurance.
- 5.31.1 If the Provider is State owned and/or operated: The State of Tennessee, including the University of Tennessee, is prohibited by law from agreeing to provide indemnity. In addition, the General Assembly for the State of Tennessee does not authorize the State agencies or employees to provide, carry, or maintain commercial General Liability Insurance or Medical, Professional or Hospital Liability Insurance. Claims against the State of Tennessee, or its employees, for injury, damages, expenses or attorney's fees are heard and determined by the Tennessee Claims Commission or the Tennessee Board of Claims in the manner prescribed by law. See Tenn. Code Ann. §§ 8-42-101 et seq., 9-8-101 et seq., 9-8-301 et seq., and 9-8-410 et seq. Provider as a governmental entity is not required to provide workers compensation insurance. It does, however, provide a fully funded injured on duty benefit program for its employees.

- 5.31.2 If the Provider is a local government owned and operated: The Provider, being a Tennessee local governmental entity (such as a county or municipality), is governed by the provisions of the Tennessee Government Tort Liability Act, Tennessee Code Annotated, Sections 29-20-101 et seq., for causes of action sounding in tort. Further, no contract provision requiring a Tennessee political entity to indemnify or hold harmless the State beyond the liability imposed by law is enforceable because it appropriates public money and nullifies governmental immunity without the authorization of the General Assembly. Provider as a governmental entity is not required to provide workers compensation insurance. If the Provider does not maintain workers compensation insurance it does, however, provide a fully funded injured on duty benefit program for its employees.
- 5.31.3 If the Provider is a non-profit corporation duly existing and organized under the laws of the State of Tennessee which is a Federally Qualified Health Center as defined in 42 C.F.R. §405.2401, Provider is an entity to which the Federal Tort Claims Act may apply. For so long as Provider qualifies as an "employee" in accordance with Section 224 (g) of the Public Health Service Act ("PHS"), located at 42 U.S.C. § 223(g), as amended, Provider shall have its liability limits defined by Section 224(a) of the Federal Tort Claims Act. As an employee under the PHS, Provider carries no professional liability insurance; however, it is insured for general liability. This general liability insurance is for the benefit of the Provider only and provides no indemnification for any other entity whatsoever. The Provider agrees to produce proof of adequate professional liability insurance for the Provider's professional employees who perform any professional services under this Agreement and are not covered by the Federal Tort Claims Act. To the extent required by Regulatory Requirements, Provider shall maintain workers' compensation insurance for Provider's employees. In the event that Provider loses its status as an "employee" pursuant to Section 224(g) of the PHS, Provider shall maintain professional liability insurance, including maintaining such tail or prior acts coverage necessary to avoid any gap in coverage for claims arising from incidents occurring during the term of this Agreement. Such insurance shall (i) be obtained from a carrier authorized to issue coverage in the jurisdiction in which Provider operates, except for permitted self-insurance; and (ii) maintain minimum policy limits equal to \$1,000,000.00 per occurrence and \$3,000,000.00 in the aggregate, or such other coverage amounts as prescribed by applicable Regulatory Requirements and consented to by [REDACTED]. Provider shall maintain general liability insurance covering Provider's premises, insuring Provider against any claim of loss, liability, or damage caused by or arising out of the condition or alleged condition of said premises, or the furniture, fixtures, appliances, or equipment located therein, and if Provider operates motor vehicles in connection with Provider's services, with liability protection against any loss, liability or damage resulting from the operation of such motor vehicles by Provider, Provider's employees or agents. Such general liability insurance shall contain commercially reasonable coverage limits, or such limits as prescribed by Regulatory Requirements.

## ARTICLE VI TERMINATION

- 6.1 Termination of Medicaid Participation Attachment. Either party may terminate this Attachment without cause by giving at least one hundred eighty (180) days prior written notice of termination to the other party.
- 6.2 Termination of Government Contract. If a Government Contract between [REDACTED] and [REDACTED] terminates or expires or ends for any reason or is modified to eliminate a Medicaid Program, this Attachment shall have no further force or effect with respect to the applicable Medicaid Program. In the event of said termination, Provider shall immediately make available to [REDACTED] or its designees, in a usable form, any or all records, whether medical or financial, related to Provider's activities undertaken pursuant to the Government Contract. The provision of such records shall be at no expense to [REDACTED] or its designees.
- 6.3 Effect of Termination. Following termination of this Attachment, the remainder of the Agreement shall continue in full force and effect, if applicable. In addition, upon termination of this Attachment but subject to

the Continuation of Care provision(s) and applicable Regulatory Requirements, any references to services, reimbursement, or participation in Networks related to the Medicaid Program are hereby terminated in full and shall have no further force and effect.

## **ARTICLE VII GENERAL PROVISIONS**

- 7.1 Regulatory Amendment. Notwithstanding the Amendment provision in the Agreement, this Attachment shall be automatically modified to conform to required changes to Regulatory Requirements related to Medicaid Programs without the necessity of executing written amendments. TennCare reserves the right to direct [REDACTED] to terminate or modify this Attachment when [REDACTED] determines it to be in the best interest of the State of Tennessee.
- 7.2 Inconsistencies. In the event of an inconsistency between terms and conditions of this Attachment and the terms and conditions as set forth in the Agreement, the terms and conditions of this Attachment shall govern. Except as set otherwise forth herein, all other terms and conditions of the Agreement remain in full force and effect.
- 7.3 Disclosure Requirements. In accordance with Regulatory Requirements, Provider agrees to disclose complete ownership, control and relationship information ("Disclosures") in accordance with 42 CFR 455.100 through 455.106. Provider further agrees to notify [REDACTED] within fourteen (14) days of any changes to the Disclosures. Providers that bill and/or receive [REDACTED] funds as the result of the Agreement/contract shall submit routine disclosures in accordance with timeframes specified in 42 CFR Part 455, Subpart B, [REDACTED] and [REDACTED] policies and procedures, including at the time of initial contracting, contract renewal, at any time there is a change to any of the information on the disclosure form or disclosing entity, at least once every three (3) years, and at any time upon request. Providers may satisfy this requirement may be satisfied through TennCare's provider registration process. Failure to provide Disclosures as required under Regulatory Requirements shall be deemed a material breach of this Attachment and the Agreement.
- 7.4 Subcontracting Requirements. In addition to the Use of Subcontractors provision in the Agreement, Provider shall obtain written approval from [REDACTED] prior to execution of all Subcontracts for the provision of services to [REDACTED] Medicaid Members, subject to [REDACTED] submission and receipt of approval of such Subcontracts by the Tennessee Department of Commerce and Insurance. Failure by Provider to obtain written approval from [REDACTED] for a Subcontract may lead to the contract being declared null and void at the option of [REDACTED]. Claims submitted by the Subcontractor or by Provider for services furnished by the subcontractor are considered to be improper payments and may be considered false claims. Any such improper payments may be subject to action under federal and state false claims statutes or be subject to be recouped by [REDACTED] and/or [REDACTED] as overpayment.
- 7.5 Survival of Attachment. Provider further agrees that: (1) the hold harmless and continuation of care sections shall survive the termination of this Attachment or disenrollment of the Medicaid Member; and (2) these provisions supersede any oral or written contrary agreement now existing or hereafter entered into between Provider and a Medicaid Member or persons acting on their behalf that relates to liability for payment for, or continuation of, Medicaid Covered Services provided under the terms and conditions of these provisions.



## **COMPENSATION SCHEDULE ("ACS")**

### **ARTICLE I DEFINITIONS**

The definitions set forth below shall apply with respect to all of the terms outlined in this ACS. Terms not otherwise defined in this ACS and defined elsewhere in the Agreement shall carry the meanings set forth in the Agreement.

"Capitation" means the amount paid by [REDACTED] to a provider or management services organization on a per member per month basis for either specific services or the total cost of care for Covered Services.

"Case Rate" means the all-inclusive [REDACTED] Rate for an entire admission or one outpatient encounter for Covered Services.

"Chargemaster" or "Charge Master" means facility's listing of facility charges for products, services and supplies.

"Coded Service Identifier(s)" means a listing of descriptive terms and identifying codes, updated from time to time by CMS or other industry source, for reporting Health Services on the CMS 1500 or CMS 1450/UB-04 claim form or its successor as applicable based on the services provided. The codes include but are not limited to, American Medical Association Current Procedural Terminology ("CPT®-4"), CMS Healthcare Common Procedure Coding System ("HCPCS"), International Classification of Diseases, 10th Revision ("ICD-10"), National Uniform Billing Committee ("Revenue Code") and National Drug Code ("NDC") or their successors.

"Cost to Charge Ratio" ("CCR") means the quotient of cost (total operating expenses minus other operating revenue) divided by charges (gross patient revenue) expressed as a decimal, as defined by Regulatory Requirements.

"Diagnosis-Related Group" ("DRG") means Diagnosis Related Group or its successor as established by CMS or other grouper, including but not limited to, a state mandated grouper or other industry standard grouper.

"DRG Rate" means the all-inclusive dollar amount which is multiplied by the appropriate DRG Weight to determine the [REDACTED] Rate for Covered Services.

"DRG Weight" means the weight applicable to the specific DRG methodology set forth in this ACS, including but not limited to, CMS DRG weights as published in the Federal Register, state agency weights, or other industry standard weights.

"Eligible Charges" means those Provider Charges that meet [REDACTED] conditions and requirements for a Health Service to be eligible for reimbursement. These conditions and requirements include: Member program eligibility, Provider program eligibility, benefit coverage, authorization requirements, provider manual guidelines, [REDACTED] administrative, clinical and reimbursement policies, code editing logic, and coordination of benefits. Eligible Charges do not include Provider Charges for any items or services that Provider receives and/or provides free of charge.

"Emergency Condition" means a medical condition manifesting itself by acute symptoms of sufficient severity (including severe pain) such that a prudent layperson, with an average knowledge of health and medicine, could reasonably expect the absence of immediate medical attention to result in serious jeopardy to the health of the individual, or in the case of a pregnant woman, the health of the woman or her unborn child; serious impairment to bodily functions; or serious dysfunction of any bodily organ or part.

"Emergency Services" means those Covered Services furnished by a provider qualified to furnish emergency services, and which are needed to evaluate or treat an Emergency Condition.

"Encounter Data" means Claim information and any additional information submitted by a provider under capitated or risk-sharing arrangements for Health Services rendered to Members.

"Encounter Rate" means the [REDACTED] Rate that is all-inclusive of professional, technical and facility charges including evaluation and management, pharmaceuticals, routine surgical and therapeutic procedures, and diagnostic testing (including laboratory and radiology) capable of being performed on site.

"Fee Schedule(s)" means the complete listing of [REDACTED] Rate(s) for specific services that is payment for each unit of service allowed based on applicable Coded Service Identifier(s) for Covered Services.

"Global Case Rate" means the all-inclusive [REDACTED] Rate which includes facility, professional and physician services for specific Coded Service Identifier(s) for Covered Services.

"Inpatient Services" means Covered Services provided by a facility to a Member who is admitted and treated as a registered inpatient, is assigned a licensed bed within the facility, remains assigned to such bed and for whom a room and board charge is made.

"Observation" means the services furnished on the facility's premises, including use of a bed and periodic monitoring by nursing or other staff, which are Medically Necessary to evaluate a Member's condition and determine if the Member requires an inpatient admission to the facility. Such determination shall be in compliance with Policies or Regulatory Requirements.

"Outlier Rate" means the payment applied to an admission which exceeds the outlier threshold as set forth in the ACS or in compliance with Policies or Regulatory Requirements.

"Outpatient Services" means Covered Services provided by a facility to a Member who is admitted and treated as a registered outpatient within the facility.

"Patient Day" means each approved calendar day of care that a Member receives in the facility, to the extent such day of care is a Covered Service under the terms of the Member's Health Benefit Plan, but excluding the day of discharge.

"Percentage Rate" means the [REDACTED] Rate that is a percentage of Eligible Charges billed by a provider for Covered Services.

"Per Diem Rate" means the [REDACTED] Rate that is the all-inclusive fixed payment for Covered Services rendered on a single date of service.

"Per Hour Rate" means the [REDACTED] Rate that is payment based on an increment of time for Covered Services.

"Per Relative Value Unit" ("RVU") means the [REDACTED] Rate for each unit of service based on the CMS, State Agency or other (e.g., Anesthesia Society of America (ASA)) defined Relative Value Unit (RVU).

"Per Service Rate" means the [REDACTED] Rate that is payment for each service allowed based on applicable Coded Service Identifier(s) for Covered Services.

"Per Unit Rate" means the [REDACTED] Rate that is payment for each unit of service allowed based on applicable Coded Service Identifier(s) for Covered Services.

"Per Visit Rate" means the [REDACTED] Rate that is the all-inclusive fixed payment for one encounter for Covered Services.

"Provider Charges" means the regular, uniform rate or price Provider determines and submits to [REDACTED] as charges for Health Services provided to Members. Such Provider Charges shall be no greater than the rate or price Provider submits to any person or other health care benefit payor for the same Health Services provided, regardless of whether Provider agrees with such person or other payor to accept a different rate or price as payment in full for such services.

"Short Stay" means an inpatient hospital stay that is less than a specified number of calendar days in compliance with Policies and/or Regulatory Requirements.

## **ARTICLE II GENERAL PROVISIONS**

Billing Form and Claims Reporting Requirements. Provider shall submit all Claims on a CMS 1500 or CMS 1450/UB-04 claim form or its successor form(s) as applicable based on the services provided in accordance with Policies or applicable Regulatory Requirements. Provider shall report all Health Services in accordance with the Coded Service Identifier(s) reporting guidelines and instructions using HIPAA compliant billing codes. In addition, [REDACTED] shall not pay any Claim(s) nor accept any Encounter Data submitted using non-compliant codes. [REDACTED] audits that result in identification of Health Services that are not reported in accordance with the Coded Service Identifier(s) guidelines and instructions, will be subject to recovery through remittance adjustment or other recovery action as may be set forth in the provider manual(s).

Claim Submissions for Pharmaceuticals. Each Claim submitted for a pharmaceutical product must include standard Coded Service Identifier(s), a National Drug Code ("NDC") number of the covered medication, a description of the product, and dosage and units administered. Unless otherwise required under Regulatory Requirements, [REDACTED] shall not reimburse for any pharmaceuticals that are not administered to the Member and/or deemed contaminated and/or considered waste.

Coding Updates. Coded Service Identifier(s) used to define specific rates are updated from time to time to reflect new, deleted or replacement codes. [REDACTED] shall use commercially reasonable efforts to update all applicable Coded Service Identifiers within sixty (60) days of release by CMS or other applicable authority. When billing codes are updated, Provider is required to use appropriate replacement codes for Claims for Covered Services, regardless of whether this Agreement has been amended to reflect changes to standard billing codes. If Provider bills a revised code prior to the effective date of the revised code, the Claim will be rejected and Provider shall resubmit Claim with correct code. In addition, Claims with codes which have been deleted will be rejected.

Coding Software. Updates to [REDACTED] Claims processing filters, code editing software, pricers, and any edits related thereto, as a result of changes in Coded Service Identifier(s) reporting guidelines and instructions, shall take place automatically and do not require any notice, disclosure or amendment to Provider. [REDACTED] reserves the right to use a code editing software as reasonably required by [REDACTED] to ensure Claims adjudication in accordance with industry standards, including, but not limited to, determining which services are considered part of, incidental to, or inclusive of the primary procedure and ensuring medically appropriate age, gender, diagnosis, frequency, and units billed.

Modifiers. All appropriate modifiers must be submitted in accordance with industry standard billing guidelines, if applicable.

New/Expanded Service or New/Expanded Technology. In accordance with the Scope/Change in Status section of the Agreement, as of the Effective Date of this Agreement, any New/Expanded Service or New/Expanded Technology (defined below) is not reimbursable under this Agreement. Notwithstanding the foregoing, Provider may submit the following documentation to [REDACTED] at least sixty (60) days prior to the implementation of any New/Expanded Service or New/Expanded Technology for consideration as a reimbursable service: (1) a description of the New/Expanded Service or New/Expanded Technology; (2) Provider's proposed charge for the New/Expanded Service or New/Expanded Technology; (3) such other reasonable data and information required by [REDACTED] to evaluate the New/Expanded Service or New/Expanded Technology. In addition, [REDACTED] may also need to obtain approval from applicable Agency prior to [REDACTED] making determination that New/Expanded Service or New/Expanded Technology can be considered a reimbursable service. If [REDACTED] agrees that the New/Expanded Service or New/Expanded Technology may be reimbursable under this Agreement, then [REDACTED] shall notify Provider, and both parties agree to negotiate in good faith, a new [REDACTED] Rate for the New/Expanded Service or New/Expanded Technology within sixty (60) days of [REDACTED] notice to Provider. If the parties are unable to

reach an agreement on a new [REDACTED] Rate for the New/Expanded Service or New/Expanded Technology before the end of the sixty (60) day period, then such New/Expanded Service or New/Expanded Technology shall not be reimbursed by [REDACTED] and the Payment in Full and Hold Harmless provision of this Agreement shall apply.

- a. "New/Expanded Service" shall be defined as a Health Service: (a) that Provider was not providing to Members as of the Effective Date of this Agreement and; (b) for which there is not a specific [REDACTED] Rate as set forth in this ACS.
- b. "New/Expanded Technology" shall be defined as a technological advancement in the delivery of a Covered Service which results in a material increase to the cost of such service. New/Expanded Technology shall not include a new device, or implant that merely represents a new model or an improved model of a device or implant used in connection with a service provided by Provider as of the Effective Date of this Agreement.

Non-Priced Codes for Covered Services. [REDACTED] reserves the right to establish a rate for codes that are not priced in this ACS or in the Fee Schedule(s), including but not limited to, Not Otherwise Classified Codes ("NOC"), Not Otherwise Specified ("NOS"), Miscellaneous, Individual Consideration Codes ("IC"), and By Report ("BR") (collectively "Non-Priced Codes"). [REDACTED] shall only reimburse Non-Priced Codes for Covered Services in the following situations: (i) the Non-Priced Code does not have a published dollar amount on the then current applicable [REDACTED] State or CMS Fee Schedule, (ii) the Non-Priced Code has a zero dollar amount listed, or (iii) the Non-Priced Code requires manual pricing. In such situations, such Non-Priced Code shall be reimbursed at a rate established by [REDACTED] for such Covered Service. Notwithstanding the foregoing, [REDACTED] shall not price Non-Priced Codes that are not Covered Services under the Members Health Benefit Plan. [REDACTED] may require the submission of medical records, invoices, or other documentation prior to the adjudication of Claims for Non-Priced Codes.

Reimbursement for [REDACTED] Rate Based on Eligible Charges. Notwithstanding any reimbursement amount set forth herein, Provider shall only be allowed to receive such reimbursement if such reimbursement is for an Eligible Charge. In addition, if Provider reimbursement is under one or more of the following methodologies: Capitation, Case Rate, DRG Rate, Encounter Rate, Global Case Rate, Per Diem Rate, Per Relative Value Unit (RVU), and Per Visit Rate, then individual services billed shall not be reimbursed separately, unless otherwise specified in Article IV of this ACS.

Reimbursement for Subcontractors. [REDACTED] shall not be liable for any reimbursement in addition to the applicable [REDACTED] Rate as a result of Provider's use of a subcontractor. Provider shall be solely responsible to pay subcontractors for any Health Services, and shall via written contract, contractually prohibit such subcontractors from billing, collecting or attempting to collect from [REDACTED] or Members. Notwithstanding the foregoing, if [REDACTED] has a direct contract with the subcontractor, the direct contract shall prevail over this Agreement and the subcontractor shall bill [REDACTED] under the direct contract for any subcontracted services, with the exception of nursing services provided for Home Infusion Therapy, or unless otherwise agreed to by the parties.

Tax Assessment and Penalties. The [REDACTED] Rates in this Agreement include all sales and use taxes and other taxes on Provider revenue, gross earnings, profits, income and other taxes, charges or assessments of any nature whatsoever (together with any related interest or penalties) now or hereafter imposed against or collectible by Provider with respect to Covered Services, unless otherwise required by Agency pursuant to Regulatory Requirements. Neither Provider nor [REDACTED] shall add any amount to or deduct any amount from the [REDACTED] Rates, whether on account of taxes, assessments, tax penalties or tax exemptions.

Updates to [REDACTED] Rate(s) Based on External Sources. Unless otherwise required by Regulatory Requirements, and notwithstanding any proprietary fee schedule(s)/rate(s)/methodologies, [REDACTED] shall use commercially reasonable efforts to update the [REDACTED] Rate(s) based on External Sources, which include but are not limited to, i) CMS Medicare fee schedule(s)/rate(s)/methodologies; ii) Medicaid or State Agency fee schedule(s)/rate(s)/methodologies; iii) vendor fee schedule(s)/rate(s)/methodologies; or iv) any other entity's published fee schedule(s)/rate(s)/methodologies (collectively "External Sources") no later than sixty (60) days after [REDACTED] receipt of the final fee schedule(s)/rate(s)/methodologies change from such External Sources, or on the

effective date of such final fee schedule(s)/rate(s)/methodologies change, whichever is later. The effective date of such final fee schedule(s)/rate(s)/methodologies change shall be the effective date of the change as published by External Sources. Fee schedule(s)/rate(s)/methodologies will be applied on a prospective basis. Claims processed prior to the implementation of the new [REDACTED] Rate(s) in [REDACTED] payment system shall not be reprocessed, however, if reprocessing is required by Regulatory Requirements, and such reprocessing could result in a potential under and/or over payment to a Provider, then [REDACTED] may reconcile the Claim adjustments to determine the remaining amount Provider owes [REDACTED] or that [REDACTED] owes to Provider. Any resultant overpayment recoveries (i.e. Provider owes [REDACTED] shall occur automatically without advance notification to Provider. Unless otherwise required by Regulatory Requirements, [REDACTED] shall not be responsible for interest payments that may be the result of a late notification by External Sources to [REDACTED] of fee schedule(s)/rate(s)/methodologies change.

### ARTICLE III PROVIDER TYPE

Participating Provider(s) shall be limited to performing those Covered Services for which Participating Provider(s) is credentialed and licensed to perform.

"Intellectual Disability Services" means services to treat a disability characterized by significant limitations in both intellectual functioning and in adaptive behavior, which covers many everyday social and practical skills.

### ARTICLE IV SPECIFIC REIMBURSEMENT TERMS

#### MEDICAID

For purposes of determining the [REDACTED] Rate, the total reimbursement amount that Provider and [REDACTED] have agreed upon for the applicable provider type(s) for Covered Services provided under this Agreement in effect on the date of service shall be as set forth below.

Program: Medicaid Plan - 1915(c) IDD [REDACTED] Waivers			
Intellectual Disability Services			
Service Description	Billing Code	Rate/Methodology	Rate Description
Behavior Analyst Services Assessment	Applicable Revenue Code with applicable CPT/HCPCS Code	100% of the applicable State of Tennessee 1915(c) IDD Waivers Rate	Per 15 Minutes
Behavior Analyst Services: Behavior Plan Development and Training of Staff on the Plan	Applicable Revenue Code with applicable CPT/HCPCS Code	100% of the applicable State of Tennessee 1915(c) IDD Waivers Rate	Per 15 Minutes
Behavior Analyst Services: Presentation At Meetings	Applicable Revenue Code with applicable CPT/HCPCS Code	100% of the applicable State of Tennessee 1915(c) IDD Waivers Rate	Per 15 Minutes
Behavior Analyst Services: Other	Applicable Revenue Code with applicable CPT/HCPCS Code	100% of the applicable State of Tennessee 1915(c) IDD Waivers Rate	Per 15 Minutes
Behavior Specialist Services	Applicable Revenue Code with applicable CPT/HCPCS Code	100% of the applicable State of Tennessee 1915(c) IDD Waivers Rate	Per 15 Minutes
Behavior Respite Services	Applicable Revenue Code with applicable CPT/HCPCS	100% of the applicable State of Tennessee 1915(c)	Per Day

	Code	IDD Waivers Rate	
Environmental Accessibility Modifications	Applicable Revenue Code with applicable CPT/HCPCS Code	100% of the applicable State of Tennessee 1915(c) IDD Waivers Rate	Per Unit
Environmental Accessibility Modifications– Transitional	Applicable Revenue Code with applicable CPT/HCPCS Code	100% of the applicable State of Tennessee 1915(c) IDD Waivers Rate	Per Unit
Family Model Residential Support (Rate 1, Rate 2, Rate 3, Rate 4, Rate 5) *This includes both In State and Out of State	Applicable Revenue Code with applicable CPT/HCPCS Code	100% of the applicable State of Tennessee 1915(c) IDD Waivers Rate	Per Day
Individual Transportation Services	Applicable Revenue Code with applicable CPT/HCPCS Code	100% of the applicable State of Tennessee 1915(c) IDD Waivers Rate	Per Day
Intensive Behavioral Residential – Level 6	Applicable Revenue Code with applicable CPT/HCPCS Code	100% of the applicable State of Tennessee 1915(c) IDD Waivers Rate	Per Day
Medical Residential Services *This includes both In State and Out of State	Applicable Revenue Code with applicable CPT/HCPCS Code	100% of the applicable State of Tennessee 1915(c) IDD Waivers Rate	Per Day
Nursing Services – LPN	Applicable Revenue Code with applicable CPT/HCPCS Code	100% of the applicable State of Tennessee 1915(c) IDD Waivers Rate	Per 15 Minutes
Nursing Services – RN	Applicable Revenue Code with applicable CPT/HCPCS Code	100% of the applicable State of Tennessee 1915(c) IDD Waivers Rate	Per 15 Minutes
Nutrition Initial Assessment and Plan Development (Rate 1, Rate 2, Rate 3)	Applicable Revenue Code with applicable CPT/HCPCS Code	100% of the applicable State of Tennessee 1915(c) IDD Waivers Rate	Per Service
Nutrition Service (Rate 1, Rate 2, Rate 3)	Applicable Revenue Code with applicable CPT/HCPCS Code	100% of the applicable State of Tennessee 1915(c) IDD Waivers Rate	Per Service
Occupational Therapy Initial Assessment and Plan Development (Rate 1, Rate 2, Rate 3)	Applicable Revenue Code with applicable CPT/HCPCS Code	100% of the applicable State of Tennessee 1915(c) IDD Waivers Rate	Per Day
Occupational Therapy Initial Assessment and Plan Development (Rate 1, Rate 2, Rate 3)– For Assistive Technology/Specialized Medical Equipment	Applicable Revenue Code with applicable CPT/HCPCS Code	100% of the applicable State of Tennessee 1915(c) IDD Waivers Rate	Per Day
Occupational Therapy (Rate 1, Rate 2, Rate 3)	Applicable Revenue Code with applicable CPT/HCPCS Code	100% of the applicable State of Tennessee 1915(c) IDD Waivers Rate	Per 15 Minutes
Occupational Therapy (Rate 1, Rate 2, Rate 3)– For Assistive Technology/Specialized Medical Equipment	Applicable Revenue Code with applicable CPT/HCPCS Code	100% of the applicable State of Tennessee 1915(c) IDD Waivers Rate	Per 15 Minutes
Orientation and Mobility Training Initial Assessment	Applicable Revenue Code with applicable CPT/HCPCS	100% of the applicable State of Tennessee 1915(c)	Per Day

and Plan Development (Rate 1, Rate 2, Rate 3)	Code	IDD Waivers Rate	
Orientation and Mobility Training (Rate 1, Rate 2, Rate 3)	Applicable Revenue Code with applicable CPT/HCPCS Code	100% of the applicable State of Tennessee 1915(c) IDD Waivers Rate	Per 15 Minutes
Personal Assistance	Applicable Revenue Code with applicable CPT/HCPCS Code	100% of the applicable State of Tennessee 1915(c) IDD Waivers Rate	Per 15 Minutes
Personal Emergency Response System– Installation and Testing	Applicable Revenue Code with applicable CPT/HCPCS Code	100% of the applicable State of Tennessee 1915(c) IDD Waivers Rate	Per Service
Personal Emergency Response System– Monthly Monitoring	Applicable Revenue Code with applicable CPT/HCPCS Code	100% of the applicable State of Tennessee 1915(c) IDD Waivers Rate	Per Month
Physical Therapy Initial Assessment and Plan Development (Rate 1, Rate 2, Rate 3)	Applicable Revenue Code with applicable CPT/HCPCS Code	100% of the applicable State of Tennessee 1915(c) IDD Waivers Rate	Per Day
Physical Therapy Initial Assessment and Plan Development (Rate 1, Rate 2, Rate 3)– For Assistive Technology/Specialized Medical Equipment	Applicable Revenue Code with applicable CPT/HCPCS Code	100% of the applicable State of Tennessee 1915(c) IDD Waivers Rate	Per Day
Physical Therapy (Rate 1, Rate 2, Rate 3)	Applicable Revenue Code with applicable CPT/HCPCS Code	100% of the applicable State of Tennessee 1915(c) IDD Waivers Rate	Per 15 Minutes
Physical Therapy (Rate 1, Rate 2, Rate 3)– For Assistive Technology/Specialized Medical Equipment	Applicable Revenue Code with applicable CPT/HCPCS Code	100% of the applicable State of Tennessee 1915(c) IDD Waivers Rate	Per 15 Minutes
Residential Habilitation - Level 1, Level 2, Level 3, Level 4, Level 6 *This includes both In State and Out of State	Applicable Revenue Code with applicable CPT/HCPCS Code	100% of the applicable State of Tennessee 1915(c) IDD Waivers Rate	Per Day
Residential Habilitation– Special Needs Adjustment *This includes both In State and Out of State	Applicable Revenue Code with applicable CPT/HCPCS Code	100% of the applicable State of Tennessee 1915(c) IDD Waivers Rate	Per Day
Respite – (in the home) - Level 1, Level 2, Level 3	Applicable Revenue Code with applicable CPT/HCPCS Code	100% of the applicable State of Tennessee 1915(c) IDD Waivers Rate	Per Day
Respite – (not in the home) - Level 1, Level 2, Level 3	Applicable Revenue Code with applicable CPT/HCPCS Code	100% of the applicable State of Tennessee 1915(c) IDD Waivers Rate	Per Day
Respite – Sitter	Applicable Revenue Code with applicable CPT/HCPCS Code	100% of the applicable State of Tennessee 1915(c) IDD Waivers Rate	Per 15 Minutes
Semi- Independent Living – Monthly	Applicable Revenue Code with applicable CPT/HCPCS Code	100% of the applicable State of Tennessee 1915(c) IDD Waivers Rate	Per Month

Semi- Independent Living – Daily	Applicable Revenue Code with applicable CPT/HCPCS Code	100% of the applicable State of Tennessee 1915(c) IDD Waivers Rate	Per Day
Specialized Medical Equipment and Supplies and Assistive Technology	Applicable Revenue Code with applicable CPT/HCPCS Code	100% of the applicable State of Tennessee 1915(c) IDD Waivers Rate	Per Unit
Speech, Language, and Hearing Services Initial Assessment And Plan Development (Rate 1, Rate 2, Rate 3)	Applicable Revenue Code with applicable CPT/HCPCS Code	100% of the applicable State of Tennessee 1915(c) IDD Waivers Rate	Per Day
Speech, Language, and Hearing Services Initial Assessment And Plan Development - (Rate 1, Rate 2, Rate 3)– For Assistive Technology/Specialized Medical Equipment	Applicable Revenue Code with applicable CPT/HCPCS Code	100% of the applicable State of Tennessee 1915(c) IDD Waivers Rate	Per Day
Speech, Language, and Hearing Services (Rate 1, Rate 2, Rate 3)	Applicable Revenue Code with applicable CPT/HCPCS Code	100% of the applicable State of Tennessee 1915(c) IDD Waivers Rate	Per 15 Minutes
Speech, Language, and Hearing Services (Rate 1, Rate 2, Rate 3)– For Assistive Technology/Specialized Medical Equipment	Applicable Revenue Code with applicable CPT/HCPCS Code	100% of the applicable State of Tennessee 1915(c) IDD Waivers Rate	Per 15 Minutes
Supported Living– Individual - Level 1, Level 2 *This includes both In State and Out of State	Applicable Revenue Code with applicable CPT/HCPCS Code	100% of the applicable State of Tennessee 1915(c) IDD Waivers Rate	Per Day
Supported Living– Special Needs Adjustment– Individual *This includes both In State and Out of State	Applicable Revenue Code with applicable CPT/HCPCS Code	100% of the applicable State of Tennessee 1915(c) IDD Waivers Rate	Per Day
Supported Living - Level 1, Level 2, Level 3, Level 4, Level 6 *This includes both In State and Out of State	Applicable Revenue Code with applicable CPT/HCPCS Code	100% of the applicable State of Tennessee 1915(c) IDD Waivers Rate	Per Day
Supported Living- Special Needs Adjustment– (For Levels 1-4 and Level 6) *This includes both In State and Out of State	Applicable Revenue Code with applicable CPT/HCPCS Code	100% of the applicable State of Tennessee 1915(c) IDD Waivers Rate	Per Day
Transitional Case Management (Rate 1, Rate 2, Rate 3, Rate 4, Rate 5, Rate 6, Rate 7)	Applicable Revenue Code with applicable CPT/HCPCS Code	100% of the applicable State of Tennessee 1915(c) IDD Waivers Rate	Per Service
Supported Employment– Small Group	Applicable Revenue Code with applicable CPT/HCPCS Code	100% of the applicable State of Tennessee 1915(c) IDD Waivers Rate	Per 15 Minutes



Community Participation Supports	Applicable Revenue Code with applicable CPT/HCPCS Code	100% of the applicable State of Tennessee 1915(c) IDD Waivers Rate	Per 15 Minutes
Facility-Based Day Services	Applicable Revenue Code with applicable CPT/HCPCS Code	100% of the applicable State of Tennessee 1915(c) IDD Waivers Rate	Per 15 Minutes
Intermittent Employment and Community Participation Wraparound	Applicable Revenue Code with applicable CPT/HCPCS Code	100% of the applicable State of Tennessee 1915(c) IDD Waivers Rate	Per 15 Minutes
Supported Employment– Individual Stabilization and Monitoring	Applicable Revenue Code with applicable CPT/HCPCS Code	100% of the applicable State of Tennessee 1915(c) IDD Waivers Rate	Per Month
Residential Special Needs Adjustment– Homebound	Applicable Revenue Code with applicable CPT/HCPCS Code	100% of the applicable State of Tennessee 1915(c) IDD Waivers Rate	Per 15 Minutes
Per Diem Residential Special Needs Adjustment	Applicable Revenue Code with applicable CPT/HCPCS Code	100% of the applicable State of Tennessee 1915(c) IDD Waivers Rate	Per Day
Non-Residential– Homebound Support Service	Applicable Revenue Code with applicable CPT/HCPCS Code	100% of the applicable State of Tennessee 1915(c) IDD Waivers Rate	Per 15 Minutes
SE Quality Incentive Payment– Base Tier	Applicable Revenue Code with applicable CPT/HCPCS Code	100% of the applicable State of Tennessee 1915(c) IDD Waivers Rate	Per Unit
SE Quality Incentive Payment– Top Tier	Applicable Revenue Code with applicable CPT/HCPCS Code	100% of the applicable State of Tennessee 1915(c) IDD Waivers Rate	Per Unit
Exploration	Applicable Revenue Code with applicable CPT/HCPCS Code	100% of the applicable State of Tennessee 1915(c) IDD Waivers Rate	Per Unit
Discovery	Applicable Revenue Code with applicable CPT/HCPCS Code	100% of the applicable State of Tennessee 1915(c) IDD Waivers Rate	Per Unit
Job Development	Applicable Revenue Code with applicable CPT/HCPCS Code	100% of the applicable State of Tennessee 1915(c) IDD Waivers Rate	Per Unit
Supported Employment– Individual Job Coaching	Applicable Revenue Code with applicable CPT/HCPCS Code	100% of the applicable State of Tennessee 1915(c) IDD Waivers Rate	Per 15 Minutes

Per Month: Reimbursement for service performed monthly based on applicable Revenue Code with applicable CPT/HCPCS code.

Per 15 Minutes: Reimbursement for each 15 minute increments based on applicable Revenue Code with applicable CPT/HCPCS code.

Per Day: Reimbursement for each date of service based on applicable Revenue Code with applicable CPT/HCPCS code.

In accordance with [REDACTED] Program Contractor Risk Agreement (CRA) section A.2.13.2.2, [REDACTED] shall not reimburse providers based on automatic escalators or linkages to other methodologies that escalate such as current Medicare rates or inflation indexes unless otherwise allowed by [REDACTED]

Medicaid Affiliate Services. Provider acknowledges that [REDACTED] is affiliated with health plans that offer similar benefits under similar programs as the programs covered hereunder ("Medicaid Affiliates"). The parties acknowledge that Provider is not a Participating Provider in Medicaid Affiliate's Network for purposes of rendering services to Medicaid Members. However, in the event Provider treats a Medicaid Member of a Medicaid Affiliate, subject to Regulatory Requirements, Provider shall accept as payment in full the rates established by the Medicaid Affiliate's state program governing care to Medicaid Members. Such services must be Medicaid Covered Services under the Medicaid Affiliate's state program, and shall require prior authorization, except for Emergency Services and services for which a Medicaid Member is entitled to self-refer. Upon request, [REDACTED] shall coordinate and provide information as necessary between Provider and Medicaid Affiliate for services rendered to Medicaid Member.

### **Reimbursement Specific to Provider Type**

The following will be reimbursed for facility services only: Acute Care Hospital, ASC, Behavioral Health Facility, Free Standing Birthing Center, Rehabilitation Facility and SNF. Professional services are excluded.

Ambulance Provider Air and/or Ground shall be reimbursed in accordance with Regulatory Requirements for the applicable methodology based on the referenced fee schedule. If such reimbursement is based on an [REDACTED] Rate, the applicable state methodology on which such fee schedule is based, shall be used to determine the appropriate level of reimbursement. Reimbursement includes wait time, extra attendant, parking fees, tolls, and all supplies, oxygen, equipment, medicines and solutions provided during ambulance service.

Hospice reimbursement is inclusive of skilled nursing, home health aide, medical social worker services, dietary, pastoral, bereavement counseling, DME, medical supplies and administration of medication.

LAB services not specified on the Reference Laboratory Fee Schedule are not reimbursable.

Specialty Provider Individual and/or group (Non-MD or DO) shall be reimbursed in accordance with Regulatory Requirements for the applicable methodology based on the referenced fee schedule. If such reimbursement is based on an [REDACTED] proprietary fee schedule, the applicable state methodology on which such fee schedule is based, shall be used to determine the appropriate level of reimbursement.

"Ambulatory Patient Group" ("APG") means the [REDACTED] Rate that is a fixed reimbursement to a facility for Outpatient Services and which incorporates data regarding the reason for the visit and patient data.

"Ambulatory Payment Classification" ("APC") or its successor shall have the meaning set forth in the Medicare law and CMS regulations and guidance.

"[REDACTED] DMEPOS and PEN Fee Schedule" means the applicable [REDACTED] DMEPOS and PEN Fee Schedule for the market(s) and program(s) covered by the Agreement. The parties acknowledge and agree that the [REDACTED] DMEPOS and PEN Fee Schedule is subject to modification by [REDACTED] at any time during the term of the Agreement. [REDACTED] DMEPOS and PEN Fee Schedule and/or rate changes will be applied on a prospective basis.

"[REDACTED] Professional Provider Market Master Fee Schedule(s)/Rate(s)/Methodologies " means the proprietary rate that may be based on, but is not limited to, the applicable [REDACTED] Professional Provider Market Master Fee Schedule(s)/ Rate(s)/ Methodologies, CMS and/or Medicare Fee Schedule(s)/ Rate(s)/ Methodologies, or the Fee Schedule(s)/ Rate(s)/ Methodologies developed by [REDACTED] in accordance with industry standards.

"[REDACTED] Reference Laboratory Fee Schedule" means the [REDACTED] Rate that is the [REDACTED] Reference Laboratory Fee Schedule that is based on the Medicare Fee Schedule and may contain additional CPT/HCPSC codes. [REDACTED] Reference Laboratory Fee Schedule and/or rate changes will be applied on a prospective basis.

"CMS Outpatient Prospective Payment System" ("OPPS") shall have the meaning set forth in Medicare law and CMS regulations and guidance.

"Medical Care Management Rate" means the amount paid by [REDACTED] to Provider on a per member per month basis for facilitation of collaborative programs meant to manage medical/social/mental health conditions more effectively.

"Medicare Fee Schedule" means the applicable Medicare Fee Schedule for the provider type(s) identified herein, including payment conversion factor, where applicable, and in effect on the date of the service is initiated to Members. Medicare Fee Schedule and/or rate changes will be applied on a prospective basis.

"Medicare LUPA National Base Rate" means the Medicare LUPA ("Low Utilization Payment Adjustment") National Base rate in effect as of the date of service for the market(s) and program(s) covered by the Agreement at the time the Covered Services are initiated to the Member. Medicare LUPA National Base Rate changes will be applied on a prospective basis.

"Medicare Part B Drug Average Sales Price ("ASP") Fee Schedule" means the Medicare Part B Drug Average Sales Price ("ASP") Fee Schedule (or successor) in effect as of the date of service for the market(s) and programs covered by the Agreement at the time the Covered Services is initiated to the Member. Medicare Part B Drug Average Sales Price ("ASP") Fee Schedule and/or rate changes will be applied on a prospective basis.

"Tennessee Medicaid Rate(s)/Fee Schedule(s)/Methodologies" means the Tennessee Medicaid Rate(s)/Fee Schedule(s)/ in effect on the date of service for the provider type(s)/service(s) identified herein for the applicable Medicaid Program(s).