

Mickey
**MEDICARE ADVANTAGE LINE OF BUSINESS
PRODUCT EXHIBIT**

This Medicare Advantage (“MA”) Product Exhibit is attached to and incorporated into the Provider Incentive and Risk Agreement (“Agreement”) made by and between Mickey Insurance Company (“Mickey”) and Minnie Inc (“RBCE”) and is effective on January 1, 2023 (“Effective Date”). Mickey and RBCE may hereafter be referred to individually as a “Party” or collectively as the “Parties”.

ARTICLE I: PROGRAM OVERVIEW AND OBJECTIVES

- 1.1 **Program Purpose** - The Parties are establishing a primary care and care coordination program for Mickey’s Medicare Advantage population (“the Program”) to improve outcomes of Mickey’s Members with complex health needs; engage in population health and value-based initiatives; minimize the risk for complications and avoidable hospital admissions and readmissions; and appropriately manage healthcare spending and control medically unnecessary costs.
- 1.2 **Supersedure** – As of the Effective Date, this Product Exhibit shall supersede and replace the previous Medicare Advantage Product Exhibit between Mickey and RBCE relating to the Agreement. This Product Exhibit shall remain in effect until a new Product Exhibit is agreed upon between the Parties and executed; the Blueprint Agreement is terminated as set forth therein; or this Product Exhibit terminates in accordance with Article III below, whichever shall occur first.

ARTICLE II: DEFINITIONS

- 2.1 **Attributed Member** – Attributed Member shall mean an individual: (i) who is enrolled in a product offered by Mickey ; (ii) who is eligible to receive Covered Services at the time such services are rendered; (iii) for whom the applicable premium has been paid; and (iv) who is included in the Program based on the Attribution Model set forth in Article IV.
- 2.2 **Covered Services** – Those services more fully described in an Attributed Member’s Evidence of Coverage, Annual Notice of Change, or other such document describing the nature and scope of benefits provided by Mickey’s Medicare Advantage products and Part D Prescription Drug Plan products.
- 2.3 **Letter of Agreement (“LOA”)** - Letter of Agreement between Mickey Mickey (“Mickey”), Minnie , Inc. and Mickey RBE – , effective January 1, 2023.
- 2.4 **Lines of Business** - Mickey membership that is eligible to be Attributed. Such Lines of Business shall be limited to Mickey MAPPO Individual and Group Business Segments (fully-insured and self-funded).

- 2.5 **Member** – A person enrolled in a MA Mickey product or plan, including but not limited to a special needs plan.
- 2.6 **Total Revenue** – The method of calculating RBCE’s Total Revenue as described in Schedule A.
- 2.7 **Performance Year** – A full calendar year of the Agreement.
- 2.8 **Total Expense** - The method of calculating Provider’s Total Expense as described in Schedule A.
- 2.9 Other capitalized terms used but not defined in this Product Exhibit shall have the meaning set forth in the Agreement.

ARTICLE III: TERM AND TERMINATION

- 3.1 The initial term of this Product Exhibit is for a period of three (3) years beginning January 1, 2023 to December 31, 2025(“Initial Term”). Thereafter, this Product Exhibit shall not renew unless mutually agreed to by the Parties.
- 3.2 This Product Exhibit shall apply only to the Lines of Business as defined herein.
- 3.3 The Term and Termination of this Product Exhibit shall be governed by the provisions in the Agreement.
- 3.4 In addition to the Termination provisions set forth in Sections 2.2 and 2.3 of the Agreement, this Product Exhibit may also be terminated as follows:
- a. This Product Exhibit shall terminate immediately upon the official cancellation, termination, or non-renewal of Mickey ’s contract(s) with CMS or on the official date of discontinuance of Mickey ’s MA PPO Program, whichever is earlier.
 - b. **Termination for Breach of MA Obligations** - RBCE agrees that Mickey , consistent with its obligations under the MA program, may terminate this Product Exhibit if:
 - 1. RBCE and/or its Affiliated Practitioners do not perform in accordance with the terms of the Agreement and this Product Exhibit
 - 2. Any of RBCE’s and/or its Provider’s reporting and disclosure obligations are not fully met in a timely manner. Provided, however if the violation is attributable to an individual Affiliated Practitioner, the Affiliated Practitioner shall be terminated from participation under this Product Exhibit
 - c. Either party may terminate this Product Exhibit for any breach of the Product Exhibit by the other party upon at least thirty (30) days prior written notice, unless

such breach is cured to the satisfaction of the non-breaching party within such thirty (30) day period. In the event of this Product Exhibit terminating, Mickey will remit payment to RBCE's Affiliated Practitioners for all billable Covered Services provided by RBCE's Affiliated Practitioners to Members in accordance with the terms of such Affiliated Practitioner's agreements with Mickey. This Subsection 3.3(c) shall survive the termination of this Product Exhibit.

- e. Mickey reserves the right to terminate this Product Exhibit if RBCE fails to perform at level of at least 4.0 aggregate raw Star score on the measures the RBCE is being evaluated on for Stars performance. If Mickey determines RBCE's Star measure(s) performance falls below a projected 4.0 aggregate raw Star score, the Parties agree to work in good faith to develop a mutually agreed upon performance plan to resolve the performance issues. If RBCE fails to perform at an adequate performance level as defined in performance plan within ninety (90) days of when the RBCE is found to have performance below a projected 4.0 aggregate raw Star score Mickey may terminate this Product Exhibit in its sole discretion

- 3.5. **Termination of Product Exhibit.** In the event of termination of this Product Exhibit, either separately or in conjunction with termination of the underlying Agreement, all outreach to Members by RBCE shall be performed in coordination with the terms of the LOA and in compliance with CMS regulations.

ARTICLE IV: ATTRIBUTION METHODOLOGY AND MA PRODUCT EXHIBIT REQUIREMENTS

- 4.1 **Attribution Model** - Effective January 1, 2023, Members shall be Attributed to RBCE according to the following methodology:
 - a. The Physician Group Incentive Program (PGIP) Attribution Model (the "**PGIP Attribution Model**") shall be applied on a monthly basis for periodic reporting. Attribution for a specific month is based on the dates of service from the claims experience. Membership is restated until 3 months of claims runout has occurred. Once the runout is complete and Members are attributed to a Practitioner, they will remain attributed to the identified Practitioner for that given month for the entire Performance Year and Interim and Final Settlement.
 - b. In addition to the foregoing, Members shall also be Attributed to RBCE upon self-selection of an Affiliated Practitioner as the Member's PCP.
 - c. The Attributed Membership File will be updated and reported monthly in accordance with the process outlined in 4.1(a) above.
- 4.2 **Members Carved Out or Adjusted from Risk Model.** The following shall apply:

- a. RBCE will be assessed a case-rate charge-back for any Mickey Club House Member who is enrolled in the Landmark program and receiving Landmark services. RBCE will also be assessed a case-rate charge-back for any attributed non-MCH Member who is referred by their PCP, enrolled in the Landmark program and receiving Landmark services; or in the event the Member is already enrolled in the Landmark program; 1) at the time of assignment to Affiliated Practitioner, or; 2) at the time the Member's PCP becomes an Affiliated Practitioner with RBCE. Excluding the foregoing, no Member assigned to Provider pursuant to this Payment Exhibit may be assigned to Landmark or a similar high intensity in-home care program vendor without mutual agreement between Provider and MN. Additionally, there will be a case-rate charge-back to RBCE for any Member referred to any high-intensity care provider or vendor similarly-situated to Landmark.
- b. Mickey may exclude Members from RBCE's Attributed Member population, including, but not limited to significant new Group Membership for which historical data is not available, FEP, hosted BlueCard enrollees, or Members included in products jointly administered between Mickey and a third party. Mickey may also exclude members from RBCE's Attributed Member population based on member-choice provider selection in situations that include, but are not limited to, member-choice provider selection of a PCP or other provider engaged under a risk contract with Mickey.
- c. In addition to section 4.2(b), Mickey reserves the right to implement additional risk or value-based programs with other providers or vendors based on clinical criteria and may, in Mickey's sole discretion, exclude Members attributed to such programs from RBCE's Attributed Member population. Member reassignments pursuant to this section 4.2.c may not occur mid Performance Year and will be limited to the next Performance Year start. RBCE's signature shall not be required to make such additions or deletions effective.

ARTICLE V – PAYMENT MODEL

- 5.1 **Billable Covered Services** - All billable Covered Services provided by RBCE's Affiliated Practitioners to Medicare Advantage Members, including Attributed Members will be paid at the lesser of billed charges or the applicable Mickey Fee Schedule in effect on the date of service, less applicable Copayments and/or any payment made by or that are the primary responsibility of a third party under coordination of benefits ("COB") provisions. Mickey Fee Schedule will be made available to RBCE through publications on Availity. Any reimbursement modification will be subject to the requirements for contract modifications set forth in Section 9.12 of the Agreement. MN agrees to pay Provider an operational advance in the amount of \$15.00 PMPM which shall be adjusted against any Final Settlement.

5.2 Plan Led Programs -

a. Exemptions from Plan Led Programs:

Mickey and RBCE agree to allow for exemptions from specifically-identified Plan Led Programs, as fully set out in Schedule B. The actual cost for all other Plan Led Programs provided by Mickey will be determined at the time of Final Settlement by using the per member per month ("PMPM") cost for the Plan Led Program, and multiplying such PMPM cost by RBCE's Attributed Membership. This cost will be included in the Total Expense (as defined and set forth in Schedule A) and as such will be included in the calculation of the Final Settlement pursuant to Section 6.4 below.

a. Performance Improvement Plans:

If Members are not being adequately serviced by RBCE's Affiliated Practitioners in a manner that conforms with the customary standards of care for any Plan Led Programs that Mickey has exempted RBCE from (as set forth in Schedule B), the Parties agree to work in good faith to develop a performance plan to resolve the performance issues.

Mickey reserves the right to reinstitute any Plan Led Program if, in Mickey's sole discretion, RBCE's Affiliated Practitioners fail to perform at an adequate performance level within thirty (30) days of when the performance plan is established. The actual cost for any reinstituted Plan Led Program will be determined at the time of Final Settlement by using the PMPM cost for the Plan Led Program, and multiplying such PMPM cost by RBCE's Attributed Membership. This cost will be included in the Total Expense (as defined and set forth in Schedule A) and as such will be included in the calculation of the Final Settlement pursuant to Section 6.4 below.

b. New Plan Led Programs:

Any new Plan Led Programs beginning after the commencement of a calendar year will have RBCE's Attributed Members carved out from that Plan Led Program for the remainder of the calendar year. The Parties agree to work together in good faith to determine, by December 31 of the calendar year in which a new Plan Led Program is introduced, which new Plan Led Programs will apply to the RBCE for the Performance Year immediately following the calendar year in which the Plan Led Program was introduced.

c. Reassessment of Plan Led Programs:

On an annual basis, Mickey may perform a reassessment of Plan Led Programs to determine which Plan Led Programs RBCE has the option to be exempted from for the following Performance Year. In the event Mickey determines that RBCE is eligible to be exempted from a particular Plan Led Program, RBCE will be notified in writing of the option and will have ninety (90) days from the date of written notice to elect to remain in the Plan Led Program and be assessed costs as set forth in Section 5.2(a) above.

d. **Discontinuation of Plan Led Programs:**

If, at the sole discretion of Mickey, any Plan Led Programs are eliminated during a Performance Year, Mickey will use best efforts to notify Provider within ninety (90) days and charges for the specific Plan Led Program will be discontinued as of the applicable termination date for the Plan Led Program.

- 5.3 **Provider Risk Terms** - RBCE shall be at full risk beginning Jan. 1, 2023 for gains and/or losses as described in section 6.2 for Part C and Part D Revenue and goods or services as defined by CMS. See Schedule A for further detail.

Table 1 Risk Share Percentage

	1/1/2023 – 12/31/2025
Risk Share Percentage Mickey / Provider	0%/100%

- 5.4 **Target Premium** – For all Attributed Members, Mickey will allocate to RBCE the percent of monthly premium noted in Table 2 below, based upon Members Attributed to RBCE's Affiliated Practitioners. Target Premium shall equal Total Revenue as outlined in Schedule A multiplied by the MLR percentage for the applicable year as shown in Table 2 and adjusted for any quality-based adjustments to MLR targets as determined by Provider's quality performance scores as described in Section 5.5 of this Product Exhibit.

Table 2 Medical Loss Ratio (MLR) for all Attributed MA Members

	1/1/2023 – 12/31/2023	1/1/2024 – 12/31/2024	1/1/2025 – 12/31/2025
Mickey MA MLR	87%	85%	85%

5.5 **Quality-Based Adjustments to MLR Target**

- If Mickey's actual Star Rating is less than 4.0 Stars, Mickey will make the commensurate adjustment to the MLR target at the time of settlement to align the premium received from CMS to the 4.0 Star level.
- The MLR target will be adjusted annually to account for the Provider's quality performance, as described more fully in Table 3 (below).

Table 3 – Quality Adjustment Opportunity (based on Stars performance)

Overall Star Score Performance (raw score) HEDIS, Pharmacy, CAHPS/HOS¹, SNP

RBCE Stars Performance² (raw score)	Adjustment to MLR
≥ 4.25	+0.25% ³
≥ 4.00	No Change
$\geq 3.75 - < 4.00$	-2.4%
< 3.75	-3.4%

1. Notes: CAHPS/HOS/CSNP scores will be part of MLR adjustment related to overall Stars Performance.
2. To determine the Star Performance level for RBCE, Mickey will multiply the measure weights for each measure in the quality measures tables below by the achieved Star value per measure and divide by the sum of all measure weights.
3. Adjustment to MLR only applies if Mickey Stars score for Performance Year is 4.0 Stars or less.

5.6 Quality Measures Performance Impacts or Limitations –

- a. Beginning with the 2023 Performance Year, at Final Settlement Mickey will use the actual CMS Star cut points released by CMS for the applicable Performance Year (e.g. the cut-points published by CMS in October of 2024 are applicable to the 2023 Performance Year), to evaluate the HEDIS/Pharmacy (Part C and D) performance of Provider. For performance measures where CMS does not release Star cut points, MN will utilize CMS's cut-point setting methodology to establish cut points based on: 1) CMS' current year national performance data, or; 2) if current year data is not available, CMS' most recently-available national performance data. For CAHPS and HOS, Mickey will establish cut points based on a post-visit CG-CAHPS patient experience survey. Cut points established based on the survey will be used by Mickey to evaluate Provider's CAHPS and HOS performance at Final Settlement. CAHPS and HOS cut points will be communicated to Provider no later than the first day of a Performance Year. Based on Provider's performance for the Performance Year, as described above a quality performance adjustment may be applied to RBCE's MLR. Any Stars MLR adjustment will change the MLR target amount, as set forth in Section 5.4 Table 2 above, by the percentages specified in Section 5.5 Table 3 above. Any quality performance adjustments will be applied to the corresponding Performance Year only and will not alter the contracted MLR rates for any other year. Any quality performance adjustments will not have any cumulative effect on the MLR across any other Performance Years.
- b. During each Performance Year the quality performance of RBCE will be evaluated for the measures included in Tables 4-7 of this Product Exhibit. Each Performance Year, Mickey will use projected Star cut point performance goals established by using internal Stars modeling validated by an external resource with expertise in mathematical modeling for performance tracking. Mickey will use the cut points described in Section 5.6(a) above for Final Settlement.

- c. Mickey may modify the Quality Measures set forth in Tables 4-7 below on an annual basis and will provide notice to RBCE no later than the first day of the applicable MA Product Exhibit Performance Year. Changes to the list of measures, measure goals, or measure weights made after the first day of the Performance Year will not impact the RBCE's quality performance in that Performance Year. Measure changes after the first day of the Performance Year will be communicated to Provider and may be captured as a "display" measure for the remainder of the Performance Year but will not factor into performance for the given Performance Year. Mickey may secure vendors or other such third parties to perform Mickey -led initiatives, functions, or services on Mickey's behalf which may impact RBCE's performance against the Quality Measures, provided the parties meet in good faith to discuss application of vendor or third party in advance of implementation.
- d. Mickey shall use best efforts to provide quality reporting on a monthly basis, but will provide no less than quarterly (beginning with second quarter reports) to the appropriate RBCE leadership, as identified by RBCE. Performance information will also be available for Provider to review using a monthly prospective quality file provided by Mickey beginning in April of each Performance Year.

Table 4 - Mickey Quality Stars Measures

HEDIS/Pharmacy Quality Measures	Weight	4.0 Star Score	4.5 Star Score	5 Star Score
Breast Cancer Screening	1	TBD	TBD	TBD
Colorectal Cancer Screening	1	TBD	TBD	TBD
Osteoporosis Management in Women who had a Fracture	1	TBD	TBD	TBD
Diabetes Care – Eye Exam	1	TBD	TBD	TBD
Diabetes Care – Blood Sugar Controlled	3	TBD	TBD	TBD
Statin Therapy for Patients with Cardiovascular Disease	1	TBD	TBD	TBD
Medication Adherence for Diabetes Medications ³	3	TBD	TBD	TBD
Medication Adherence for Hypertension (RAS antagonists) ³	3	TBD	TBD	TBD
Medication Adherence for Cholesterol (Statins) ³	3	TBD	TBD	TBD
Statin Use in Persons with Diabetes (SUPD)	1	TBD	TBD	TBD
Controlling Blood Pressure	3	TBD	TBD	TBD
TRC - Medication Reconciliation Post-Discharge	1/2	TBD	TBD	TBD
TRC – Patient Engagement within 30 days post discharge	1/2	TBD	TBD	TBD
Plan All-Cause Readmissions	1	TBD	TBD	TBD
7 Day Follow-up Post ER for high-risk conditions	N/A	TBD	TBD	TBD

Note:

- 1) The quality measures shown in Table 4 are subject to change in accordance with Section 5.6(c) of this Product Exhibit.

- 2) For the Medication Adherence measures **Mickey** pharmacy staff will be performing the work for the Attributed Members in accordance with Section 5.9(c) below.
- 3) Each metric is only included if there are a minimum of 50 Members qualifying for the metric.
- 4) HEDIS metric gaps will only be considered closed when gaps are closed by appropriate procedure codes.

Table 5 CG CAHPS Measures / Questions:

CG CAHPS Quality Measures	Weight	4.0 Star Score	4.5 Star Score	5 Star Score
Getting Needed Care	4	TBD	TBD	TBD
Easy to get care, tests, treatment				
Easy to get appt. with specialist				
Getting appointments and care quickly	4	TBD	TBD	TBD
Getting care right away				
Getting appointment as soon as needed				
Doctor seen within 15 minutes of appt. time				
Care Coordination	4	TBD	TBD	TBD
Doctor had medical records during appointment				
Doctor's office followed up with test results				
Got test results as soon as needed				
Doctor discussed Rx medicines				
Got help (if needed) from doctor's office to manage care				
Personal doctor informed of specialist care				
Overall Quality of Health	4	TBD	TBD	TBD
Overall quality of Health				

Notes:

- 1) The quality measures shown in Table 5 are subject to change in accordance with Section 5.6(c) of this Product Exhibit.

5.7 Measurement of CAHPS Performance using CG CAHPS Survey:

- a. To measure RBCE-level Stars performance for the in-scope CAHPS measures (see Table 5), **Mickey** will distribute 1,200 outbound surveys and evaluate results of the completed CG CAHPS survey for both **MN** and **Mickey** members. The expectation is a 25% response rate for surveys completed by unique members (across HMO and PPO members) over the course of the Performance Year.
- b. **Mickey** reserves the right to add additional CAHPS measures annually, as referenced in Section 5.6(c), pending CMS case mix index updates. **Mickey** shall have the ability to update overall measure mix as needed, but not more than once per Performance Year.

Table 6 HOS Measures:

HOS Quality Measures (2023)	Weight	4.0 Star Score	4.5 Star Score	5 Star Score
Improving Bladder Control	1	TBD	TBD	TBD
Reducing risk of falling	1	TBD	TBD	TBD
Monitoring Physical Activity	1	TBD	TBD	TBD

Notes: The quality measures shown in Table 6 are subject to change in accordance with Section 5.6(c) of this Product Exhibit.

5.8 Measurement of HOS Performance Using CG HOS Survey

- a. To measure Provider-level Stars performance for the in-scope HOS measures (see Table 6), Mickey will distribute 1,200 outbound surveys and evaluate results of the completed CG CAHPS survey (HOS questions) for both MN and Mickey Members. The expectation is a 25% response rate for surveys completed by unique members (across HMO and PPO members) over the course of the Performance Year.
- b. HOS quality measure results as set forth in Section 5.8(a) above will be incorporated into the Quality Adjustment Opportunity scoring for the Performance Year 2023. CG CAHPS Survey (HOS questions) may include display measures being considered for inclusion as actual performance measures for future Performance Years. Mickey reserves the right to add additional HOS quality measures, and modify weights, as referenced in Section 5.6(c), pending CMS case mix index updates. Mickey shall have the ability to update overall measure mix as needed, but not more than once per Performance Year.

Table 7 CSNP Measures:

CSNP Quality Measures (2024)	Weight	4.0 Star Score	4.5 Star Score	5 Star Score
Special Needs Plan (SNP) Care Management (Display only)	1	TBD	TBD	TBD
Care for Older Adults (COA)-Medication Review (Display only)	1	TBD	TBD	TBD
Care for Older Adults (COA)-Pain Assessment (Display only)	1	TBD	TBD	TBD

Notes: Each metric is only included if there are a minimum of 50 members qualifying for the metric. The quality measures shown in Table 7 are subject to change in accordance with Section 5.6(c) of this Product Exhibit.

5.9 Reinstating Quality Measure Support:

- a. Performance Monitoring – Except for the three medication adherence measures, under the risk arrangement described herein, RBCE assumes responsibility for Stars performance on measures as outlined above in Sections 5.5 through 5.8 as a means to drive improved health outcomes and decrease cost of care. Mickey will provide services to manage the three medication adherence Star metrics needed for clinical Stars performance, and the cost of medication adherence programs will be included in the Total Expense at the time of settlement. If RBCE performs at the level of >4 Star raw scores on the three aforementioned medication adherence measures and achieves at least 40% mail order use rate for three consecutive years, Mickey and RBCE will discuss the possibility of delegating the medication adherence measures program to RBCE and excluding the associated program costs. Mickey will use best efforts to provide reporting on HEDIS, CAHPS and HOS performance on a monthly basis, but not less frequently than quarterly. Mickey and RBCE will have regular touchpoints to review performance.
 - b. HEDIS / Clinical Pharmacy Measures – For each measure Mickey will be monitoring RBCE's performance (through its Affiliated Practitioners) against projected 4 Star, 4.5 Star and 5 Star raw scores. If Mickey determines RBCE's Star measure(s) performance falls below a projected 4.25 Star raw score, the Parties agree to work in good faith to develop a performance plan to resolve the performance issues. Mickey support will be added, in Mickey's sole discretion, if RBCE fails to perform at an adequate performance level as defined in performance plan within ninety (90) days of when the RBCE is found to have performance below a projected 4.25 Star raw score. If performance deficiencies are identified after September 1st of the Performance Year, Mickey support will be reinstated immediately without a performance improvement plan being established. If support is reinstated, Mickey program costs will be included in Total Expenses at settlement as outlined in Schedule A. In cases where Mickey support is reinstated, continuation of support will be re-evaluated annually.
 - c. Medication Adherence Measures – If after delegation of the medication adherence measures, upon review by Mickey, RBCE's performance reaches a level where 10% of the population of Members who qualify for the medication adherence measures have 18 or more of gap days per the pharmacy drug adherence report, Mickey will reinstate its medication adherence programs. If such programs are reinstated, Mickey will provide services to manage the three medication adherence Star metrics needed for clinical Stars performance and the cost of medication adherence programs will be included in the Total Expense at the time of settlement, as outlined in Schedule A. Performance on the medication adherence program will be re-evaluated annually.
- 5.10 **Risk Coding Accuracy.** RBCE will collaborate with Mickey to define metrics related to risk coding accuracy over the Product Exhibit period.

- 5.11 **Materiality of Membership Aligned to Provider.**
- a. RBCE shall make best efforts to ensure that at least 80% of Members attributed (using BCBSM's standard attribution methodology) to all MCG PCPs affiliated within the former Physician Organization ("PO") of the RBCE shall be included in the Program by January 1, 2024.
 - b. If by January 1, 2024, the RBCE is unable to reach the 80% level, Parties agree to develop a performance plan. If by January 1, 2025, RBCE is unable to achieve agreed upon membership threshold, BCBSM reserves the option to terminate this Product Exhibit.
- 5.12 **Impact of Pandemics** - If MLRs are significantly impacted by a pandemic, the parties reserve the right to renegotiate target MLRs. The party initiating the request for renegotiation must be able to demonstrate that the aforementioned event have had a direct and material adverse impact on such party prior to a renegotiation of MLRs.

ARTICLE VI: RECONCILIATION AND SETTLEMENT

- 6.1 **Assignment of Rights** - The parties acknowledge and agree that RBCE is assigning certain rights and obligations under this Product Exhibit to Michigan RBE - UP, Inc. pursuant to the terms of a separate Letter of Agreement ("LOA") to be executed between BCBSM, RBCE and Michigan RBE - UP, Inc. contemporaneously with the execution of this Product Exhibit.
- 6.2 **Performance Reporting** – BCBSM will report on the performance of RBCE on a monthly basis with Part C and Part D revenues, costs, and net surplus / loss in support of the Settlement process and will provide RBCE with data files as noted in Section 7.1 below; provided, however, that net surplus/loss reporting will not be available until June of the Performance Year.
- 6.3 **Determination of Gains / Losses:**
"Gain" or "Gains" shall be calculated by comparing the Target Premium to the Total Expenses, and if the Target Premium exceeds the Total Expenses then a Gain has been achieved. "Loss" or "Losses" shall be calculated by comparing the Target Premium to the Total Expenses, and if the Total Expenses exceeds the Allocation Amount a Loss has resulted.
- 6.4 **Final Settlement** – No later than December 31 following a Performance Year the Parties will conduct a final settlement (the "Final Settlement"). The Final Settlement shall be completed after BCBSM receives the final revenue files from the Center for Medicare and Medicaid Services ("CMS"). The Final Settlement is contingent on BCBSM receiving the final premium report from CMS. Any delay in BCBSM's receipt of the final premium report may result in a commensurate delay of Final Settlement. The Final Settlement will include: the Target Premium; and the Total Expense including

claims for services provided during the Performance Year and paid through September 30th of the following year, and any other amounts noted in the Expense Waterfall in Schedule A. RBCE shall have 60 days after the above-referenced performance reporting is delivered to contest results of the Final Settlement calculations (“Contestation Period”).

To the extent the Final Settlement calculations reflect a Gain is payable to RBCE, BCBSM shall have 30 (thirty) days after the Contestation Period to issue payment to RBCE. To the extent Final Settlement calculations reflect a Loss balance, RBCE shall have 30 (thirty) days after the Contestation Period ends to issue payment to BCBSM. All payments made pursuant to this Final Settlement will become non-reviewable 30 (thirty) days after receipt.

ARTICLE VII: DATA AND REPORTING

- 7.1 **Data and Reporting** - BCBSM shall make available data and files to RBCE in support of this Product Exhibit as further described in Schedule C.

Data provided to RBCE from BCBSM shall include:

- a. A monthly Attributed Membership File as set forth in Article IV.
- b. Monthly financial performance statement.
- c. RBCE will work to connect to Michigan Health Information Network (“MiHIN”) to obtain access to ADT census files for all Attributed Members.
- d. A monthly Medicare Part C claims file to include all claims adjudicated and paid for all Attributed Members.
- e. A monthly Medicare Part D claims file to include all claims adjudicated for all Attributed Members.
- f. Monthly CMS CMMR and MOR files to include all revenue received in relation to all Attributed Members.
- g. A monthly Encounter Data Processing System (EDPS) file to include all transactions related to all Attributed Members on a to-be-determined schedule.
- h. Monthly HEDIS opportunities at Member level
- i. Monthly Risk Adjustment Suspect conditions
- j. Monthly Prior Authorization files
- k. Monthly Provider files

- 7.2 **Additional Data Sharing** – Mickey and RBCE will cooperate with respect to data-sharing and operational work plans specifically aimed at improving CMS Stars and HEDIS metrics, including establishing requirements for supplemental data feed and closure processes.
- 7.3 **Failure to Comply.** Parties agree to work together to develop specific service level requirements for the delivery of data and reports. Beginning with the 2023 Performance Year, should Mickey fail to provide the agreed upon reports listed in Section 7.1 by the agreed upon delivery date for the first quarter of each Performance Year, RBCE's Target Premium (section 5.4) will be adjusted at the time of Final Settlement by .25%

ARTICLE VIII – MISCELLANEOUS

- 8.1 **Reinsurance** - For the duration of this Agreement, at RBCE's own expense, RBCE shall maintain reinsurance in the amounts required under 42 CFR 422.208. RBCE shall be permitted to use its current reinsurance policy if Mickey finds the policy meets all state, federal, local and Mickey requirements/regulations. A copy of RBCE's reinsurance policy will be provided to Mickey upon request.
- 8.2 **Joint Operating Committee Meetings** – Mickey and RBCE will engage in good faith to meet periodically, at a frequency to be agreed upon by the parties, for discussions on issues and items of concern at the Parties' Joint Operating Committee meetings, including but not limited to matters related to contestations, unreachable members, changes in Mickey benefits which may have a materially adverse financial impact on the Company, data reporting issues and quality concerns.
- 8.3 **Applicable Service Areas** - This Product Exhibit is intended to apply only to Mickey's product lines in the State of Disney, including both group and individual products, and only to Attributed Members.
- 8.4 **Substantial Financial Risk** – If RBCE enters into a payment arrangement that places it at substantial financial risk for services that RBCE or Affiliated Practitioners do not furnish as defined in 42 CFR 422.208(d), RBCE will obtain either aggregate or per-patient stop-loss protection in accordance with 42 CFR 422.208(f). RBCE will provide evidence of stop-loss protection upon request.
- 8.5 **No Physician Dispensary** – RBCE acknowledges and agrees it will not submit, or cause to be submitted, any claims for pharmaceuticals dispensed to Attributed Members by any RBCE-affiliated physician dispensaries. RBCE further acknowledges that Mickey has a separate agreement in place with its pharmacy benefit manager that does not allow for reimbursement of pharmaceuticals dispensed by physician dispensaries, and any such claims for reimbursement submitted to Mickey's pharmacy benefit manager shall be rejected and will not be paid.

8.6 **RBCE Composition** – During the term of this Product Exhibit, RBCE composition is expected to be inclusive of all Affiliated Practitioners included in the physician composition model contemplated by this Product Exhibit at time of execution, as long as those Affiliated Practitioners remain in a business relationship with RBCE. In the event Affiliated Practitioner composition changes by more than 20 (twenty) percent due to RBCE’s expansion or contraction, Mickey reserves the right to reevaluate the MLR applicable to the continued years of the Product Exhibit or terminate the Product Exhibit. RBCE has the option to include additional practices in the Agreement at their discretion and Affiliated Practitioner attests to participation

8.7 **Financially Material Changes** –

- a. All decisions regarding product design are solely controlled by Mickey. Notwithstanding the foregoing, if Mickey or RBCE can demonstrate that Part C or Part D benefit changes were material changes to benefits (“Material Changes to Benefits”, as defined below), and will directly result in a combined financial impact of +/- 5% or more in the annual Target MLR (as set out in Section 5.4, Table 2 above) compared to the immediately preceding Performance Year, the Parties shall negotiate in good faith to offset such financial impacts with an appropriate amendment to the Product Exhibit to account solely for such changes.
- b. “Material Changes to Benefits” means the collective changes made by Mickey to the plan benefit packages of all of its Mickey Medicare Advantage Plans weighted by the membership the RBCE serves in the aggregate. Changes mandated by CMS shall not be considered Material Changes to Benefits and will not be included in the determination of whether there has been a +/- 5% financial impact to the annual Target MLR.
- c. In the event the Parties are unable to reach resolution through good faith efforts, the parties agree to enter into mediation as set forth in section 8.10 below. If, after mediation, the Parties are still unable to reach a resolution, and the experts used by both Parties confirm there has been a financial impact of +/- 5% or more in the annual Target MLR, the Parties agree they shall sign an amendment adjusting the Percent of Premium (as further described in Section 5.4 of the Product Exhibit) by +/- 1.5% for every undisputed +/- 5% change in MLR.
 - For example, if the MLR increases by 8, the Target Premium for the corresponding year will increase by 1.5%
 - Conversely, if the MLR decreases by 8%, the Target Premium for the corresponding year will decrease by 1.5%

8.8 **Process for Non-Binding Mediation** – In the event the Parties are unable to resolve their dispute as set forth in Section 8.7 above, the parties agree to participate in non-binding mediation in accordance with the process set forth in this Section.

- a. If no resolution of the dispute is reached within 30 calendar days of commencement of the process set forth in Section 8.8, the initiating party may select mediation with a third-party by serving written notice on the other party (“Mediation Notice”).

- b. The parties shall agree upon the third-party conducting the mediation. The mediation shall be a member of the State Bar of Disney with no less than 10 (ten) years' experience in the practice of health care law. If the parties cannot agree on the selection of a mediator within ten days after receipt of the Mediation Notice, the mediator shall be selected by the Toon , Disney Resolution Center.
- c. The Parties agree to participate in the mediation in good faith.

The Parties agree to have present at the mediation one or more individuals with decision-making authority regarding the matters in dispute. Either Party may, at its option and at its sole cost, be represented by counsel.

- a. The costs of mediation, including the mediator's fee and any reporting or other costs, but excluding lawyers', consultants' and witness fees, shall be shared equally by the Parties.
- b. The mediation will be held in Disney County, Disney , unless Mickey and Provider mutually agree to an alternate location or venue.

Any resolution agreed upon by the Parties at mediation shall be non-binding, confidential and shall not preclude either Party from seeking other legal remedies including litigation. Notwithstanding the foregoing, if the Parties mutually draft and execute a settlement agreement memorializing the resolution at mediation ("Mediation Settlement Agreement"), then the Mediation Settlement Agreement shall be binding and enforceable. Should either Party choose to seek such other legal remedies, any communications between the Parties, or between the Parties and the mediator, made during the mediation shall remain confidential and shall not be used by either Party in any manner during the legal proceedings.

8.9 Product Exhibit Schedules –

- a. Schedule A – **Revenue Waterfall Medicare Advantage Parts C and D**
- b. Schedule B – **Non-Claims Benefit Expense Program Exceptions**
- c. Schedule C – **Data and Reporting**
- d. Schedule D – **Member Assignment Protocol for Members Who Fail to Select a PCP**

IN WITNESS WHEREOF, the parties, wishing to be bound by the terms and conditions of this Agreement, have affixed their signatures below:

Minnie

Mickey

SIGN HERE

SIGN HERE

9/2/2022

9/8/2022

Date

Date

A scanned, imaged, electronic, photocopy, or stamp of the above signatures shall have the same force and effect as an originally executed signature.

SCHEDULE A
Revenue Waterfall Medicare Advantage Parts C and D

Part C Revenue Waterfall	
	Total MA Payment Amount from Membership Monthly Report (“MMR”)
-	Sequestration (if applicable)
+	Part C member premium and/or employer/group sponsor premium
-	Industry tax (as applicable, Health Insurance fee)
=	Total Part C Plan Revenue

Part D Revenue Waterfall	
	Total CMS revenue to Plan related to Part D
	Sequestration (if applicable)
+	Part D member premium and/or employer/group sponsor premium (net of LIPS)
+	Low Income Premium Subsidy (LIPS)
-	Industry tax (as applicable, Health Insurance fee)
=	Total Part D Plan Revenue

Total Revenue = Total Part C Plan Revenue + Total Part D Plan Revenue

*Note: Net Part C Revenue and Part D Revenue is inclusive of all retroactive changes to payment that restate prior months' amounts (including mid-year and final risk score adjustments, Part D risk corridor reconciliation, and adjustments based upon changes in eligibility), with no time limitation on changes imposed by CMS, and a time limit equal to 18 months after the incurred date of the change for all other changes. Revenue for retroactive eligibility is paid based on member's assignment date.

Expense Waterfall	
	Includes paid claims paid by Plan on behalf of Provider without stoploss limitations, and including any Capitation Payments, if applicable (Total Medical Expense)
+	All Plan Led Programs, Non-Claims Benefit Expenses for programs, benefits, risk-sharing payments and incentives, except those mutually agreed-upon for exclusion in writing by the parties
+	All other member benefits outside of the claims system (Mickey Mandatory Supplemental Benefits or optional supplemental benefits or (other enhancements as mutually agreed to by both parties))
-	Pass-Throughs (Low Income Cost Sharing Subsidies; Coverage Gap Discounts; CMS Part D Reinsurance Subsidies; Net Manufacturer/Pharmacy Rebates (for Parts B & D)), not including non PBM administrative fees.
=	TOTAL EXPENSE

SCHEDULE B
Plan Led Program Schedule

Program Category	Program Function	ON/OFF
Benefit Programs	Caregiver Support	ON
	Meal Delivery	ON
	Medical Transportation (for AWV)	ON
	Medical Transportation (PDC)	ON
	Over-the-Counter	ON
	Remote Monitoring- CHF/COPD	ON
	Remote monitoring for uncontrolled blood pressure	ON
	Fitness Benefit	ON
	In Home Support - SDOH (companionship)	ON
	Diabetes Prevention Program	ON
Care Management Programs	SHS CM- EM Care Management	OFF
	SHS CM -Sepsis	OFF
	Educational Content for Members engaged in CM	OFF
	Gaps in Care	OFF
	Online Community Resources	OFF
	Personalized CM Program mobile application	OFF
	Pharmacy Care Management	OFF
	Palliative Care	ON
	Caregiver Support - Dementia	OFF
	Readmission Reduction with Community Healthcare Workers	OFF
	Diabetes Management	OFF

	High Intensity In Home Care Solution - Trust/Expansion	ON
	24/7 Nurse Line	ON
Risk Coding Accuracy / Quality	Out of Area - Advantasure (Support, Extended High Touch, Anthem/Exempt Territories)	ON
	Out of Area - BCBSA (Host Plan Reimbursement)	ON
	In Home Assessment	ON
	Test Kits for Star Gaps (Screening for Star Gaps)	ON
Pharmacy	High Risk Members (Adherence)	ON
	Clinical Calls and Adherence Support (Adherence)	ON
	Medication Therapy Management	ON
UM	Post-Acute Care	ON
	Home Health	ON

SCHEDULE C
Data and Reporting

Deliverable	Delivery by Date	First Delivery	Data Within First Delivery	Frequency
Financial Reports	45 business days after the last day of the month being reported	July	Data reflecting claims incurred and paid from: January 1 – March 31	-Monthly thereafter for the financial performance
Claims and Membership Data Sets	25 business days after the last day of the month being reported	February	Data reflecting claims incurred and paid from: January 1 – January 31	Monthly thereafter
Quality Dashboard	70 business days after the last day of the month being reported	July	Data reflecting claims incurred and paid from: January 1 – March 31	Quarterly thereafter