Hawaii Health Systems Corporation (HHSC)
Medicare Advantage Program Addendum

In accordance with federal regulations and official guidance applicable to Medicare Advantage ("MA") plans (including, but not limited to, 42 CFR 422.504 and the Medicare Managed Care Manual), all "first tier" entities (such as HHSC) that contract with an MA organization, as well as any "downstream entity" (defined to mean "any party that enters into an acceptable written agreement below the level of arrangement between the MA organization and the first tier entity") or "related entity" (as defined by 42 CFR 422.500), must agree to certain terms and conditions. Accordingly, to the extent applicable, the following terms and conditions are hereby incorporated by reference, or by a separately signed agreement or amendment, into all HHSC agreements with any "downstream entity" or "related entity" as defined by the applicable regulations:

Record Retention. HHS, the Comptroller General or their designees have the right to audit, evaluate and inspect audit any books, contracts, records, and papers including medical records, and documentation related to CMS' contract with a Medicare Advantage Organization for a period of 10 years from the final date of the contract period or the completion of any audit, whichever is later.
Source: 42 CFR 422.504(i)(2)(i) and (ii).

Privacy and Accuracy of Records. Providers and suppliers agree to safeguard beneficiary privacy and confidentiality and assure the accuracy of beneficiary health records.
Source: Chapter 11, Medicare Managed Care Manual.

Provider shall (1) abide by all Federal and state laws regarding confidentiality and disclosure of medical records, or other health and enrollment information; (2) ensure that medical information is released only in accordance with applicable Federal or state law, or pursuant to court orders or subpoenas; (3) maintain the records and information in an accurate and timely manner; and (4) ensure patients timely access to their records and information, if access is appropriate.
Source: 42 CFR §§422.504(a)(13) and 422.118, eff. 9/1/13.

Medicare Beneficiary Hold Harmless Provisions - Providers may not hold beneficiary liable for payment of fees that are the legal obligation of a Medicare Advantage organization. Such provision will apply, but will not be limited to insolvency of the MA organization, contract breach, and provider billing.
Source: 42 CFR 422.504(g)(1)(i); 422.504(i)(3)(i).

For all enrollees eligible for both Medicare and Medicaid, Providers agree that they will not hold such enrollees liable for Medicare Part A and B cost sharing when the state is responsible for paying such amounts. Providers agree not to impose cost-sharing that exceeds the amount of cost-sharing that would be permitted with respect to the individual under title XIX if the individual were not enrolled in such a plan. For services furnished to such enrollees, Providers will accept MA Organization's payment as payment in full or bill the appropriate state source.
Source: 42 CFR. §§ 422.504(i)(3)(i) and 422.504(g)(1)(i), eff. 9/1/13.

Accordance with the Medicare Advantage Contractual Obligations. Any services or other activity performed by a first tier, downstream or related entity in accordance with a contract or written agreement will be consistent and comply with the Medicare Advantage organization's contractual obligations.
Source: 42 CFR 422.504(i)(3)(iii).

MA Organization's Rights re: Delegation of Providers. If the MA organization delegates selection of the providers, contractors, or subcontractor to another organization, the CMS-contracting MA

organization retains the right to approve, suspend, or terminate any such arrangement as relates to services to the MA organization's enrollees.
Source: 42 CFR 422.504(i)(5).

MA Organization Monitors Performance. If any of the MA organizations' activities or responsibilities under its contract with CMS are delegated to other parties (including, first tier, downstream and related entities) the performance of the parties is monitored by the MA organization on an ongoing basis.
Source: 42 CFR 422.504(i)(4)(iii).

Accountability Provision – Reporting Responsibilities. In accordance with the regulatory requirement that if any of the MA organizations' activities or responsibilities under its contract with CMS are delegated to other parties, any agreements with first tier, downstream and related entities must specify delegated activities and reporting responsibilities, such delegated activities and reporting responsibilities are set forth in the provider agreement to which this is appended and/or in the agreement between the MA organization and HHSC and the accountability and reporting requirements therein are hereby incorporated into this agreement.

Accountability Provision – Revocation. In accordance with federal regulations, any activities delegated by the MA organization to first tier, downstream and related entities are subject to revocation or other remedies in instances when CMS or the MA organization determines that such parties have not performed satisfactorily.
Source: 42 CFR 422.504(i)(3)(ii); 422.504(i)(4)(ii).

Accountability Provision – Credentialing In accordance with federal regulations, the credentials of medical professionals affiliated with HHSC will either be reviewed by the MA organization or the credentialing process will be reviewed and approved by the MA organization; alternatively, the MA organization must audit the credentialing process on an ongoing basis.
Source: 42 CFR 422.504(i)(3)(ii); 422.504(i)(4)(iv).

Complaint or Grievances. Providers will cooperate with the MA organization's process and analysis of complaints or grievances, requests to change providers, enrollee satisfaction surveys, rapid disenrollment surveys and other sources of enrollee input. Issues in compliance should be addressed through education or counseling of the staff or providers or other corrective action, and information on compliance with the policies should be considered during the credentialing and staff evaluation process and within the quality improvement program.
Source: Chapter 11, Medicare Managed Care Manual.

Compliance With Medicare Laws, Regulations and CMS Instructions. HHSC's contractors, subcontractors, downstream and related entities providing services to MA organization enrollees agree to comply with all applicable Medicare laws, regulations, and CMS instructions.
Source: 42 CFR 422.504(i)(4)(v).