QUALIFIED HEALTH PLAN SERVICES ADDENDUM

This Qualified Health Plan Services Addendum (this "Addendum") supplements and is made part of the Provider Participation Agreement between Medica and Provider ("Agreement"). This Addendum applies to Medica's Qualified Health Plan ("QHP") products. This Addendum shall apply to the extent that Provider is a Delegated Entity, as defined below. In the event of a conflict between this Addendum and the Agreement, this Addendum shall govern with respect to the services related to Medica's participationin state and federal Exchanges.

SECTION I
Definitions

Capitalized terms used in this Addendum that are not otherwise defined herein shall have the meanings setforth in the Agreement.

1.1 Delegated Entity. Any party that enters into an agreement with Medica to provide administrative or health care services to Medica members or employers if such members or employers use Medica's QHP products.

1.2 Downstream Entity. Any party that enters into an agreement below the level of the arrangement between Medica and Delegated Entity for the provision of administrative or health care services related to Medica's agreement with a Delegated Entity. These written arrangements continue down to the level of the ultimate provider of health and/or administrative services.

1.3 Exchange or Health Insurance Marketplace. A governmental agency or non-profit entity that meets the applicable standards of 45 C.F.R. §155 subpart D and makes QHPs available toindividuals and employers. This term includes both state and Federally-facilitated Exchanges.

1.4 Federally-facilitated Exchange. An Exchange or Health Insurance Marketplace established by the United States Department of Health and Human Services and operated by the Centers for Medicare and Medicaid Services ("CMS") under Section 1321(c)(1) of the Affordable Care Act forindividual or small group market coverage, including the Federally-facilitated Small Business Health Options Program and the Federal eligibility and enrollment platform upon which certain State-based Marketplaces rely for their eligibility and enrollment functions.

1.5 MNsure Carrier Agreement. An agreement between the State of Minnesota (acting as "MNsure") and one or more Medica entities to offer QHPs to Minnesota residents through MNsure, Minnesota's Health Insurance Marketplace.

1.6 Qualified Health Plan or QHP. A health plan that has been certified that it meets the standards described in 45 C.F.R. § 156 subpart C or that has been approved by the state Exchange through which such plan is offered.

1.7 QHP Issuer Agreement. An agreement(s) between the Centers for Medicare & Medicaid Services ("CMS") and certain Medica's Affiliates to offer QHPs to residents in Medica's service area, through Federally-facilitated Exchanges.

1.8 QHP Services. Administrative or health care services provided to Medica members or employersif such members or employers use Medica's QHP products.

SECTION II
Requirements

2.1 Provision of Services. Provider will provide Services, as defined in the Agreement, and which include QHP Services, in a manner consistent with professionally recognized standards of care andin accordance with the standard of practice in the community in which Provider renders Servicesas may be required pursuant to the QHP Issuer Agreement and the MNsure Carrier Agreement and all applicable laws, regulations and instructions and in a manner so as to assure quality of Services.

2.2 Laws, Rules and Instructions. Provider will and will cause Downstream Entities to, comply with:

(a) all applicable state and federal laws;
(b) all applicable state and federal regulations, CMS instructions and MNsure instructions including but not limited to:
  (i) 45 C.F.R. §156, subpart C as amended, if applicable;
  (ii) 45 C.F.R. §155, subparts H and K as amended, if applicable;
  (iii) 45 C.F.R. §155.705 as amended, if applicable;
  (iv) 45 C.F.R. §155.220 as amended, if applicable;
  (v) 45 C.F.R. §156.705 as amended, if applicable;
  (vi) 45 C.F.R. §156.715 as amended, if applicable; and
  (vii) 45 C.F.R. §156.340 as amended, if applicable;
(c) all federal laws and regulations designed to prevent or ameliorate fraud, waste or abuse including, but not limited to, applicable provisions of federal criminal law, the False Claims Act (31 U.S.C. 3729 et. seq.) and the anti-kickback statute (section 1128B(b) of the Social Security Act);
(d) HIPAA administrative simplification rules at 45 CFR Parts 160, 162, and 164 and the Health Care Administrative Simplification Act of 1994, Minnesota Statutes, section 62J.50 et. seq.; and
(e) the Standard Rules of Conduct as identified in the QHP Issuer Agreement as may be amended, if applicable.

2.3 Provision of QHP Services.

(a) Medica has contracted with Provider for certain QHP Services that allow Medica toperform under the QHP Issuer Agreement and the MNsure Carrier Agreement. Provider acknowledges and agrees that Medica may revoke the Agreement to the extent that Provider provides QHP Services in instances where CMS, MNsure or Medica determines that Provider has not performed the QHP Services satisfactorily. Provider acknowledges and agrees that to the extent CMS or MNsure directs such revocation, Medica shall provideimmediate written notice of such to Provider, and such revocation shall become effectiveas directed by CMS or MNsure. Provider shall cooperate with Medica regarding thetransition of any QHP Services that have been revoked by Medica. No additional financial obligations shall accrue to Medica with respect to such revoked activities from and after thedate of such revocation in accordance with this section.

(b) If Medica asks Provider to provide additional QHP Services other than the activities described herein and in the Agreement, Medica and Provider agree that this Addendum shall apply to the provision of the additional QHP Services.

(c) If Medica has delegated to Provider the selection of any subcontractor, or other Downstream Entity, Medica retains the right to approve, suspend or terminate the arrangement with such subcontractors or other Downstream Entities.

2.4 Downstream Entities. If Provider has any arrangements, in accordance with the terms of the Agreement, with affiliates, subsidiaries, or Downstream Entities, directly or through another person or entity, to perform any QHP Services, Provider shall ensure that all such arrangements are in writing, duly executed, and include all the terms contained in this Addendum as may be interpreted, supplemented or amended in accordance with the terms and conditions of this Addendum. Provider shall provide proof of such to Medica upon request.

2.5 Monitoring and Oversight. Provider agrees to cooperate with the monitoring and oversight activities reasonably requested by Medica.

2.6 Privacy. Provider agrees to comply with all applicable state and federal privacy and security requirements. To the extent that Provider is a Business Associate of Medica, the terms of any Business Associate Agreement or Addendum between the parties shall apply.

2.7 Record Retention. Provider shall maintain records arising out of or related to the Agreement and the provision of QHP Services for at least ten (10) years from the date of termination or expirationof the Agreement or the date of completion of any audit, whichever is later, or such longer period required by law.

2.8 Government Access to Records. Provider acknowledges and agrees that the Secretary of the U.S. Department of Health and Human Services ("HHS"), the Comptroller General, and MNsure, or their designees, shall have the right to audit, evaluate and inspect any pertinent books, contracts, computer or other electronic systems, including medical records and documentation related to Provider's QHP Services. This right shall exist through ten (10) years from the date of termination or expiration of the Agreement or the date of completion of any audit, whichever is later, or such longer period required by law.

2.9 Medica Access to Records. Provider shall grant Medica or its designees such audit, evaluation, and inspection rights identified in Section 2.8 herein, as are necessary for Medica to comply with its obligations to perform under the QHP Issuer Agreement and the MNsure Carrier Agreement and applicable law. Whenever possible, Medica will give Provider reasonable notice of the need for such audit, evaluation or inspection, and will conduct such audit, evaluation or inspection at a reasonable time and place.

2.10 Advanced Premium Tax Credit Payment and Grace Period. For any Member who is enrolled in a Medica Product for which Medica receives an Advance Premium Tax Credit ("APTC") premium payment in accordance with the Patient Protection and Affordable Care Act (PPACA), timely payment requirements will not begin until the required premium to be paid by the Member is secured by Medica. If Medica has made payment to Provider for services rendered to said Member receiving APTC premium contributions and whose eligibility for coverage under Medica Products is terminated due to the Member's failure to make the required premium payments, effective the beginning of: (i) the second; or, (ii) the third month of the Member's APTC Premium Grace Period as required by PPACA, Medica shall be due a refund of any amounts paid to Provider for services rendered to Member during the second or third month of Member's APTC Premium Grace Period. When Medica is due a refund from Provider, as described in this Subparagraph, Provider shall be able to bill the patient for services rendered.