

WISCONSIN BADGERCARE PLUS AND/OR MEDICAID SSI PROVIDER REQUIREMENTS

Provider agrees to abide by all applicable provisions of the Contract for BadgerCare Plus and/or Medicaid SSI HMO Services (“Contract”) between Dean Health Plan and its affiliates (“DHP”) and the State of Wisconsin’s Department of Health Services (“DHS”).

For purposes of this Exhibit, Member is further clarified as a BadgerCare Plus and/or Medicaid SSI recipient who is eligible to enroll with DHP under the State of Wisconsin BadgerCare Plus and/or Medicaid SSI program. Provider compliance with the Contract specifically includes, but is not limited to, the following requirements:

a) Provider agrees to use only BadgerCare Plus and/or Medicaid SSI enrolled providers in accordance with the Contract.

b) No terms of this Agreement are valid which terminate legal liability of DHP.

c) Provider agrees to participate in and contribute required data to DHP’s Quality Assessment/ Performance Improvement programs.

d) Provider agrees to abide by the terms of the Contract for the timely provision of emergency and urgent care. Where applicable, Provider agrees to follow those procedures for handling urgent and emergency care cases as stipulated in any required hospital/emergency room memoranda of understanding (“MOUs”) signed by DHP in accordance with this Contract.

e) Provider agrees to submit HMO encounter data in the format specified by DHP, so that DHP can meet DHS specifications required by this Contract. DHP will evaluate the credibility of data obtained from Provider’s external databases to ensure that any patient-reported information has been adequately verified.

f) Provider agrees to comply with all non-discrimination requirements.

g) Per 42 CFR 438.3(k), Provider agrees to comply with all audit and record retention and inspection requirements of 42 CFR 438.230(c)(3)(i-iv) and, where applicable, the special compliance requirements on abortions, sterilizations, hysterectomies, and HealthCheck reporting requirements. Specifically, the State (including OIG), CMS, the HHS Inspector General, the Comptroller General, or their designees have the right to audit, evaluate, and inspect any books, records, contracts, computer or other electronic systems of the subcontractor, or of the subcontractor’s contractor, that pertain to any aspect of services and activities performed, or determination of amounts payable under DHP’s contract with the State. This right to audit will exist through 10 years from the final date of the contract period or from the date of completion of any audit, whichever is later.

h) DHP or its Provider that enters into a contract with an entity outside the U.S. must clearly indicate Wisconsin law as jurisdiction for any breach of contract and ensure compliance with state and federal laws allowing for such contracts.

i) Per 42 CFR 438.230, Provider agrees to provide representatives of DHP, as well as duly authorized agents or representatives of DHS (including the OIG) and HHS, access to its premises and its contracts, medical records, billing, including contractual rates agreed upon between the HMO and Provider, and administrative records. If DHS (including the OIG), CMS, or the HHS Inspector General determines that there is a reasonable possibility of fraud or similar risk, DHS, CMS, or the HHS Inspector General may inspect, evaluate, and audit the subcontractor at any time. Refusal will result in sanctions or penalties in Article XIV, Section C against DHP for failure of its Provider to permit access to a DHS or HHS representative. Provider agrees otherwise to preserve the full

confidentiality of medical records in accordance with this Contract. If Provider would like to submit rebuttal to initial findings for consideration by DHS OIG or DHS OIG's contracted program integrity ("PI") vendors, the Provider must submit the rebuttal documentation to DHS OIG or DHS OIG's contracted PI vendors by the date specified in the preliminary findings letter or amended preliminary findings letter.

j) Provider agrees to the requirements for maintenance and transfer of medical records stipulated in this Contract.

k) Provider agrees to ensure confidentiality of family planning services.

l) Provider agrees not to create barriers to access to care by imposing requirements on recipients that are inconsistent with the provision of Medically-Necessary Services and covered BadgerCare Plus and/or Medicaid SSI benefits (e.g. COB recovery procedures that delay or prevent care).

m) Provider agrees to clearly specify referral approval requirements to its Practitioners and in any sub-contracts.

n) Provider agrees not to bill BadgerCare Plus and/or Medicaid SSI Members for Medically-Necessary Services covered under this Contract and provided during the Members' period of HMO enrollment. Provider also agrees not to bill Members for any missed appointments while the Member is eligible under the BadgerCare Plus and/or Medicaid SSI Programs. This provision will remain in effect even if DHP becomes insolvent. However, if a Member agrees in writing to pay for a non-covered service then BadgerCare Plus and/or Medicaid SSI, DHP, or Provider can bill.

The standard release form signed by the Member at the time of service does not relieve DHP and Provider from the prohibition against billing a BadgerCare Plus and/or Medicaid SSI Member in the absence of a knowing assumption of liability for a non-covered Service. The form or other type of acknowledgment relevant to BadgerCare Plus and/or Medicaid SSI Member liability must specifically state the admissions, services, or procedures that are not covered by BadgerCare Plus and/or Medicaid SSI.

o) Within fifteen (15) business days of DHP's request, Provider must forward medical records pursuant to grievances to DHP. If Provider does not meet the fifteen (15) business day requirement, Provider must explain why and indicate when the medical records will be provided.

p) Provider agrees to abide by the terms regarding appeals to DHP and to DHS regarding DHP's nonpayment for services Provider renders to a Member.

q) Provider agrees to abide by DHP's marketing/informing requirements. Provider will forward to DHP for prior approval all flyers, brochures, letters, and pamphlets Provider intends to distribute to its Members concerning its DHP affiliation(s), or changes in affiliation, or relating directly to the BadgerCare Plus and/or Medicaid SSI population. Provider will not distribute any "marketing" or recipient informing materials without the consent of DHP and DHS.

r) Provider agrees to abide by DHP's restraint policy, which must be provided by DHP. Members have the right to be free from any form of restraint or seclusion used as a means of force, control, ease, or reprisal.