Medicare Advantage Attachment

This Attachment supplements and is incorporated by reference into the terms and conditions of the applicable Participation Agreement between Devoted Health, Inc. and its Affiliates (collectively, "Plan") and Provider. Capitalized terms not otherwise defined herein will have the meanings ascribed to them in the Agreement. Except as provided herein, all other provisions of the Agreement not inconsistent herein will remain in full force and effect. This Attachment will supersede and replace any inconsistent provisions in the Agreement, to ensure compliance with required CMS provisions, and continue concurrently with the term of such Agreement.

NOW, THEREFORE, the parties agree as follows:

1. Definitions:

a. Centers for Medicare and Medicaid Services ("CMS"): the agency within the Department of Health and Human Services that administers the Medicare program.

b. Final Contract Period: the final term of the contract between CMS and the Medicare Advantage Organization.

c. Medicare Advantage ("MA"): an alternative to the traditional Medicare program in which private plans run by health insurance companies provide health care benefits that eligible beneficiaries would otherwise receive directly from the Medicare program.

d. Provider: the entity or individual referred to in the Agreement as Group, Professional, Hospital, Facility, or otherwise, contracting with the Plan under the terms of the Agreement.

2. **The Provider agrees as follows**:

a. Books and Records. HHS, the Comptroller General, Plan, or their designees have the right to audit, evaluate, collect and inspect any pertinent information for any particular contract period, including, but not limited to, any books, contracts, computer or other electronic systems (including medical records and documentation of the Provider related to CMS' contract with Plan or the terms of the Agreement, through 10 years from the final date of the final contract period of the contract entered into between CMS and the Plan or from the date of completion of any audit, whichever is later. Provider will make its premises, facilities and equipment available to the government for these activities. [42 C.F.R. §§ 422.504(i)(2)(i) and (iv)]

b. Privacy. Provider will comply with all CMS and Plan confidentiality and enrollee record accuracy requirements, including: (1) abiding by all federal and state

laws regarding confidentiality and disclosure of medical records or other health and enrollment information, (2) ensuring that medical information is released only in accordance with applicable federal or state law or pursuant to court orders or subpoenas, (3) maintaining the records and information in an accurate and timely manner, and (4) ensuring timely access by enrollees to the records and information that pertain to them. [42 C.F.R. §§ 422.504(a)(13) and 422.118]

c. Covered Person Protection and Hold Harmless. Provider agrees that in no event, including but not limited to (1) non-payment by Plan of any amounts that are Plan's legal obligation, (2) insolvency of Plan, or (3) Plan's breach of the Agreement, will Provider bill, charge, collect a deposit from, seek compensation, remuneration, or reimbursement from, or have any recourse against any Covered Person or person acting on behalf of the Covered Person for Covered Services provided pursuant to the Agreement. [42 C.F.R. §§422.504(g) and (i) and MMCM ch. 11 §§100.3 and 100.4]

d. Dual Eligible Covered Persons. Covered Persons eligible for both Medicare and Medicaid will not be held liable for Medicare Part A and B cost sharing when the State is responsible for paying such amounts. Provider may not 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. Providers will: (1) accept the Plan payment under the terms of the Agreement as payment in full, or (2) bill the appropriate State source. [42 C.F.R. §§ 422.504(i)(3)(i) and 422.504(g)(1)(i)]

e. Services. Provider agrees the services it provides to Covered Persons will be consistent with and comply with the Plan's contractual obligations to CMS under its contract with CMS. [42 C.F.R. §422.504(i)(3)(iii)]

f. Compliance with Medicare and Other Laws. Provider and any Provider Affiliate, contractor or subcontractor will comply with all applicable laws, including Medicare laws, regulations and CMS instructions. [42 C.F.R. § 422.504(i)(4)(v)]

g. Eligibility. Provider agrees to immediately notify Plan in the event Provider or any Provider Affiliate is or becomes excluded from participation in any federal or state health care program under Section 1128 or 1128A of the Social Security Act. Provider also will not employ or contract for the provision of health care services, utilization review, medical social work or administrative services, with or without compensation, with any individual or entity that has been excluded from participation in any federal or state health care program under Section 1128 or 1128A of the Social Security Act. [42 C.F.R. §422.752(a)(8) and MMCM ch. 11 §100.4]

h. Plan Policies and Procedures. Notwithstanding anything to the contrary, Provider agrees to comply with Plan policies and procedures. [MMCM ch. 11, §100.4]

i. Data. Provider will submit to Plan all risk adjustment data as defined in 42 CFR 422.310(a) and other Medicare Advantage program-related information as may be requested by Plan, within the timeframes specified and in a form that meets Medicare Advantage program requirements. By submitting data to Plan, Provider represents to Plan, and upon Plan's request, Provider will certify in writing, that the data is accurate, complete and truthful, based on Provider's best knowledge, information and belief. [42 C.F.R. §422.504(l)(3)]

j. Subcontracts. If Provider has any arrangements, in accordance with the terms of the Agreement, with affiliates, subsidiaries or any other subcontractors, directly or through another person or entity, to perform any of the services Provider is obligated to perform under the Agreement that are the subject of this Attachment, Provider will ensure that all such arrangements are in writing, duly executed and include all the terms contained in this Attachment. Provider will provide proof of such to Plan upon request. Provider further agrees to promptly amend its agreements with subcontractors, in the manner requested by Plan, to meet any additional CMS requirements that may apply to the services.

k. Offshoring. Unless previously authorized by Plan in writing, all services provided pursuant to the Agreement that are subject to this Attachment must be performed within the United States, the District of Columbia, or the United States territories.

l. Federal Fund Obligations. Provider understands and agrees that payments received by Plan from CMS pursuant to the Plan's contract with CMS are federal funds. As a result, Provider, by entering into this Agreement and the terms of this Attachment, is subject to laws applicable to individuals/entities receiving federal funds, including, but not limited to, Title VI of the Civil Rights Act of 1964 as implemented by regulations at 45 C.F.R. part 84, the Age Discrimination Act of 1975 as implemented by regulations at 45 C.F.R. part 91, the Rehabilitation Act of 1973, and the Americans with Disabilities Act.

m. Plan Accountability; Delegated Activities. Provider acknowledges and agrees that Plan oversees and is accountable to CMS for any functions and responsibilities described in Plan's contract with CMS and applicable Medicare Advantage regulations, including those that Plan has delegated to Provider. If Plan has delegated any of Plan's functions and responsibilities under its contract with CMS to Provider pursuant to the Agreement, the following will apply in addition to the other provisions of this Attachment:

i. Provider will perform those delegated activities specified in the Agreement, if any, and will comply with any reporting responsibilities as set forth in the Agreement.

ii. If Plan has delegated to Provider any activities related to the credentialing of health care providers, Plan must comply with all applicable

CMS requirements for credentialing, including but not limited to the requirement that the credentials of medical professionals must either be reviewed by Plan or its designee, or the credentialing process must be reviewed, pre-approved and audited on an ongoing basis by Plan or its designee.

iii. If Plan has delegated to Provider the selection of health care providers to be participating providers in Plan's Medicare Advantage network, Plan retains the right to approve, suspend or terminate the participation status of such health care providers.

iv. Provider acknowledges that Plan or its designee will monitor Provider's performance of any delegated activities on an ongoing basis. If Plan or CMS determines that Provider has not performed satisfactorily, Plan may revoke any or all delegated activities and reporting requirements. Provider will cooperate with Plan regarding the transition of any delegated activities or reporting requirements that have been revoked by Plan.

[42 C.F.R. §§ 422.504(i)(4) and (5)]

n. Compliance Program and Anti-Fraud Initiatives. Provider will (and will cause its subcontractors to) institute, operate and maintain an effective compliance program to detect, correct and prevent the incidence of non-compliance with CMS requirements and the incidence of fraud, waste and abuse ("FWA") relating to the provision of services to Covered Persons. Such compliance program will be appropriate to Provider's or subcontractor's organization and operations. Provider will also comply with the terms of Plan's FWA policies and procedures as set forth in the Provider Manual. [42 C.F.R. §422.503(b)(vii)(C)]

3. The Plan Agrees as Follows:

a. Payment. Plan or its designee will promptly process and pay or deny Provider's claim no later than sixty (60) days after Plan or its designee receives all appropriate information as described in the Provider Manual. [42 C.F.R. §§ 422.520(b)(1) and (2)]

b. Regulatory Amendment. Plan may unilaterally amend this Attachment to comply with applicable laws and regulations and the requirements of applicable regulatory authorities, including, but not limited to CMS. Plan will provide written or electronic notice to Provider of such amendment and its effective date. Unless such laws, regulations or regulatory authorities direct otherwise, the signature of Provider will not be required in order for the amendment to take effect.

The Provider acknowledges receipt of the above and agrees to abide by the terms set forth herein.