

A decorative graphic consisting of several interlocking gears of different sizes, rendered in a light gray, semi-transparent style. The gears are arranged in a cluster, with some overlapping others, creating a mechanical or industrial aesthetic.

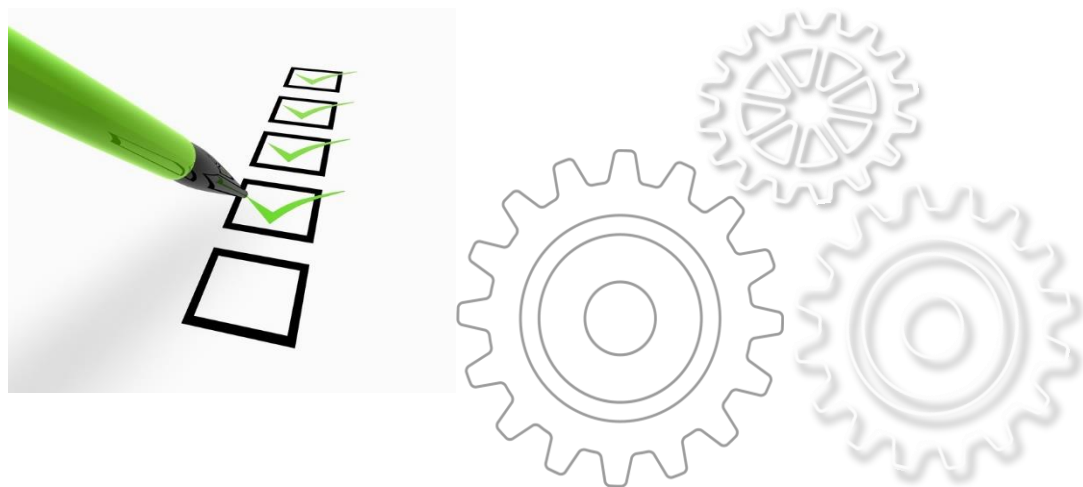
FDR Oversight Program Guide



Introduction to the FDR Compliance Guide

We partner with external individuals and entities like you as an efficient, cost effective way of providing the administrative and healthcare services to support Anthem's Medicare Business, and are required under our contracts with the Centers for Medicare and Medicaid Services (CMS). CMS refers to these individuals and entities as First-Tiers, Downstream and Related Entities (FDRs).

At Anthem we are committed to being America's valued healthcare partner and our First-Tier, Downstream and Related Entities (FDRs) play a key role in our strategy, are essential to enable us to exceed our member's expectations and build stronger communities. Anthem's FDR Oversight Team developed this guide in efforts to educate and facilitate our FDRs' understanding of the Medicare compliance program requirements and meet compliance with applicable rules and regulations.



CMS FDR Guidelines

Anthem FDRs must fulfill specific Medicare Compliance Program Requirements. The code of Federal Regulations (CFR) outlines these requirements and we also describe them in this guide. They are also defined by CMS in:

- Medicare Managed Care Manual, Chapter 21 – Compliance Program Guidelines. (Rev. 110, 01.11.13)
- Prescription Drug Benefit Manual, Chapter 9 – Compliance Program Guidelines. (Rev. 16, 01.11.13)
- Anthem’s Medicare Advantage Organization Contract Requirements
 - Medicare Regulatory Exhibit (MRE)

What are First Tier, Downstream and Related Entities (FDRs)?

First Tier, Downstream and Related Entities (FDRs) are defined as any party that enters into a written arrangement with a Medicare Advantage Organization or Part D plan sponsor to provide administrative services or healthcare-related services.

- **A First Tier Entity** is any party that enters into a written arrangement, acceptable to CMS, with an MA organization or Part D plan sponsor or applicant. These arrangements involve providing administrative or healthcare services to a Medicare-eligible individual under the MA program or Part D Program.
- **A Downstream Entity** is any party that enters into a written arrangement acceptable to CMS, with persons or entities. These persons or entities are involved with the MA benefit or Part D benefit, below the level of the arrangement between an MA organization or applicant or a Part D plan sponsor or applicant and a First Tier Entity. These written arrangements continue down to the level of the ultimate provider of both health and administrative services.
- **A Related Entity** is one related to an MA organization or Part D sponsor by common ownership or control and:
 - Performs some of the MA organization or Part D plan sponsor’s management functions under contract or delegation
 - Furnishes services to Medicare enrollees under an oral or written agreement
 - Leases real property or sells materials to the MA organization or Part D plan sponsor (this occurs at a cost of more than \$2,500 during a contract period)

See 42 CFR §§ 422.500 and 423.501 for more information.

What administrative services do FDRs provide?

Medicare compliance program requirements also apply to entities we contract with for administrative services for our MA or Part D Contracts. Some examples of administrative functions are:

- Claims Processing
- Patient Management
- Credentialing
- Sales Marketing and Broker Organizations
- Pharmacies
- Other individuals, entities, vendors or suppliers contracted with Anthem to provide administrative and/or healthcare services for our Medicare Plans.

Medicare FDR Compliance Program Requirements

The following summarizes the Medicare compliance program requirements FDRs are required to comply each calendar year and are included and not limited to:

- Distribute code of conduct/compliance policy
- Distribute general compliance and FWA training education
- Complete exclusion screening of individuals and entities against the Office of Inspector General (OIG) and General Services Administration (GSA)/ System for Award Management (SAM) prior to hiring contracting of any new employee, temporary employee, volunteer, consultant, governing body member, or FDR and monthly thereafter
- Make employees aware of reporting mechanisms
- Report FWA and compliance concerns to Anthem
- Report and request to use offshore operations
- Fulfill specific federal and state compliance obligations
- Monitor and audit FDRs and Downstream entities

Each of these CMS requirements and compliance expectations are described in the upcoming sections of this guide. Please review this guide to make sure you have internal processes in place to support your compliance with the requirements.

Anthem's Medicare FDR Oversight Program

Anthem's Medicare FDR Oversight Program maintains a high-level oversight of Anthem's contracted FDRs to ensure each FDR meets applicable CMS' compliance program effectiveness requirements.

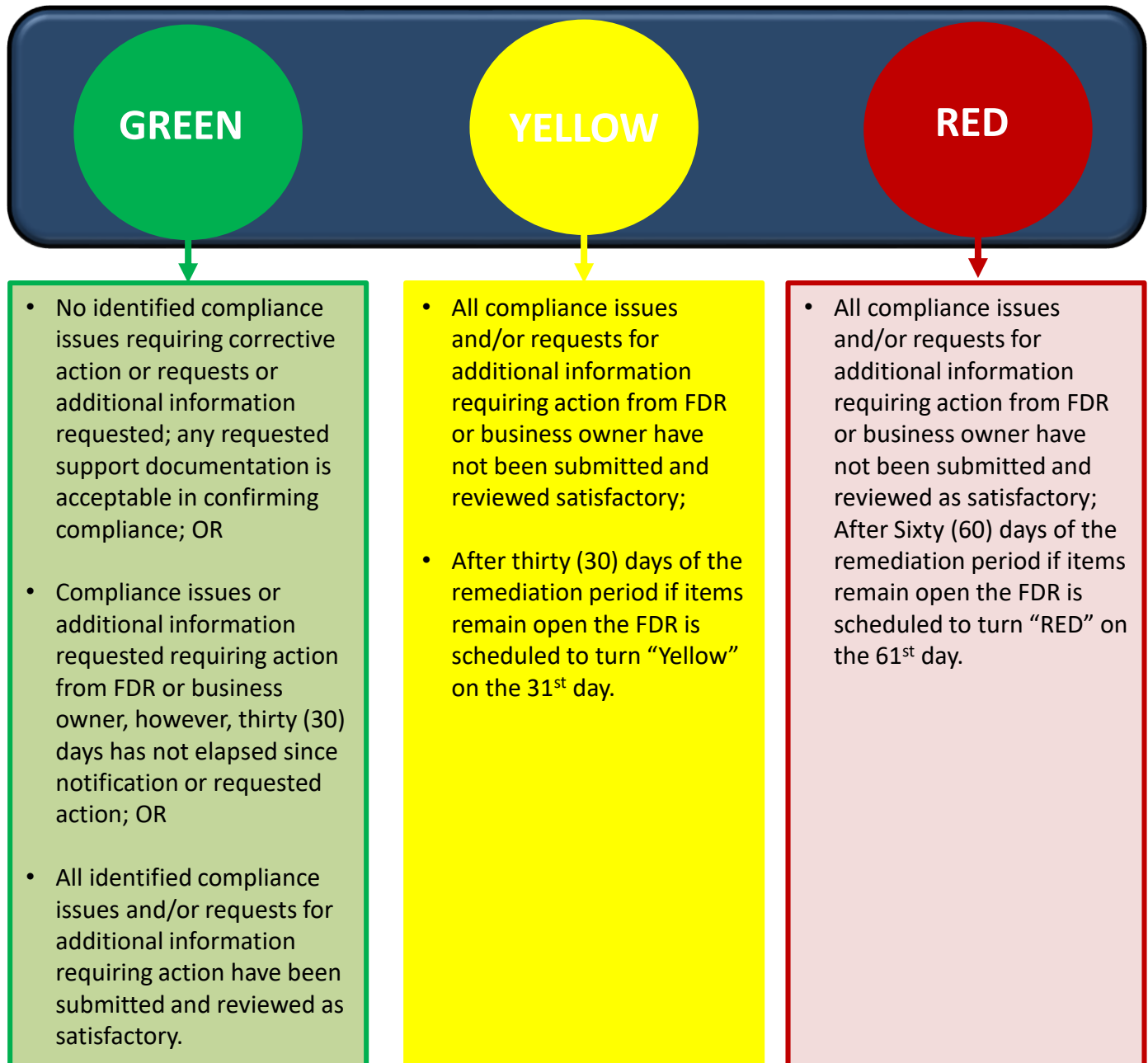
Each entity identified as an FDR is required to complete Anthem's FDR Monitoring or FDR Auditing on an annual basis. Consistent with CMS guidance for large sponsor plans, all FDRs are not audited each year, however those FDRs not selected for an audit will be required to complete Anthem's Monitoring.

The primary method of selecting FDRs to audit is through an analysis of the FDRs' risk.

- A risk assessment is performed in efforts to identify FDRs with the potential for highest risk impact to CMS and Anthem requirements.
- FDRs are assessed against weighted risk metrics in an effort to assess and stratify risks across Anthem's FDR population.
- FDRs are evaluated using general information regarding the FDR's services, business processes, and compliance activity, including the results of most recent monitoring/auditing reviews.
- Through this analysis FDRs are categorized as Low Risk, Low/Medium Risk, Medium-Risk, Moderately High Risk and High Risk, taking into account the assessed point value of the FDR and any other information pertinent to the potential risk associated with the FDR.
- FDRs are then selected for audit based on the potential for higher risk.

Medicare FDR Oversight Compliance Status

Anthem's FDR Oversight tracks and reports compliance with the monitoring and audit activities using a "stoplight" color scheme. Anthem's FDRs are categorized using the following status indicators:

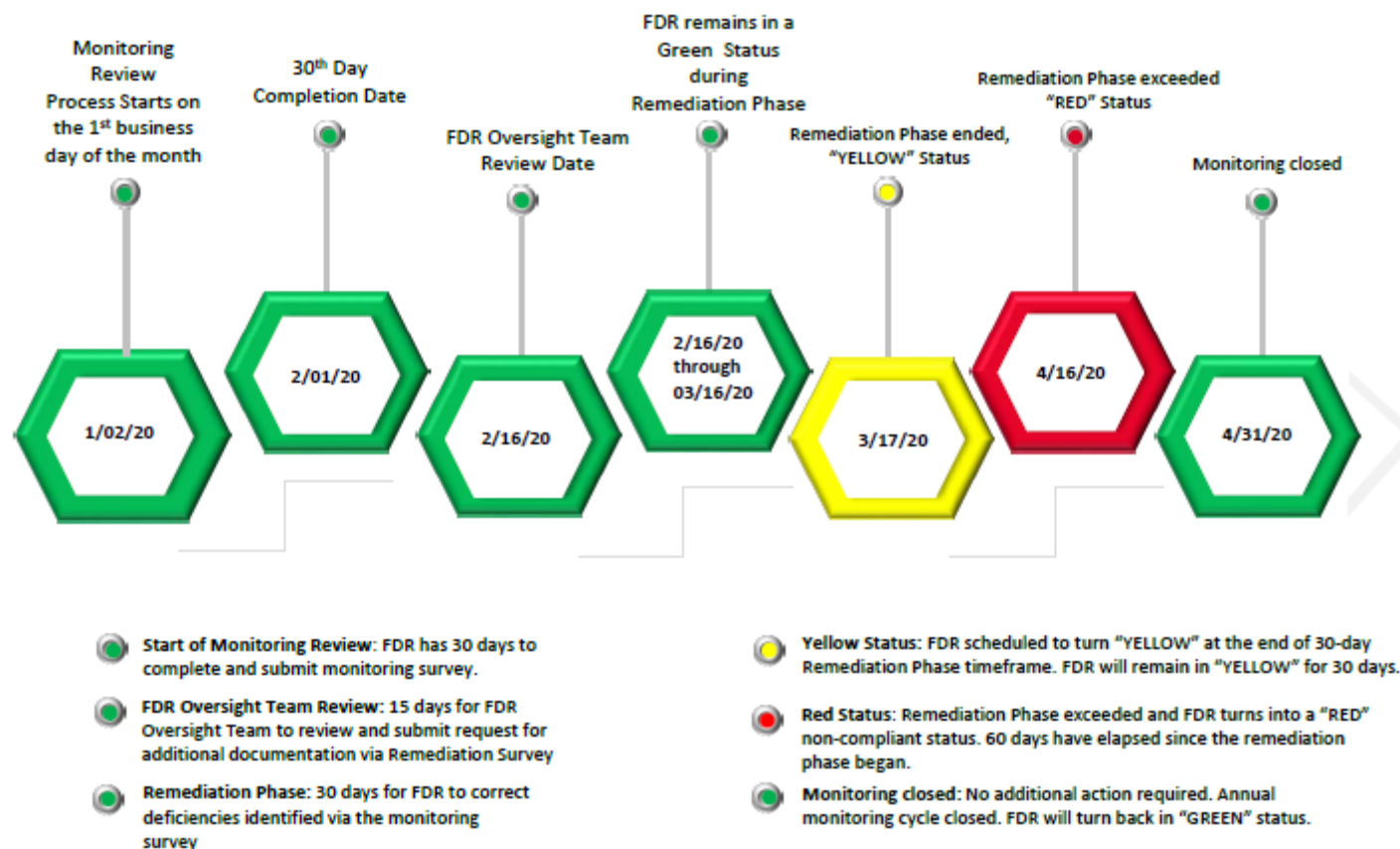


Medicare FDR Oversight Monitoring Process

All Anthem FDRs are assigned a monitoring/audit month via the FDR Monitoring Schedule. The FDR Monitoring Survey is issued electronically via the Ariba System which is a web-tool system utilized by the team to maintain records of the monitoring activities. The FDR Monitoring Survey is a compliance questionnaire requiring support documentation requests from the FDR Point of Contact and the Anthem Business Owner. The annual monitoring review process is described below:

- **FDR Oversight Team “Mark Your Calendars Notification”:** Anthem FDRs’ Point(s) of Contact will receive an electronic notification from Anthem’s FDR Oversight in preparation to the upcoming monitoring activity to be initiated the 1st day of the upcoming month. *In example, if the FDR’s monitoring is scheduled begin in the month of March, Anthem’s FDR Oversight Team will email the “Mark Your Calendar” notification during the month of February.*
- **Monitoring/Audit Begins (1st day of the assigned month):** Anthem FDRs have 30-days from this day to review, complete and submit back monitoring survey.
- **FDR Oversight Team Review Period:** Once the FDR submits the survey back, Anthem’s FDR Oversight Team will review it and will request additional documentation as required within 15-days from receiving the survey from the FDR. The request for additional information and supporting documentation will be submitted via the FDR Remediation Survey also through the Ariba System.
- **FDR Remediation Survey:** FDRs will have 30 additional days to submit additional information/supporting evidence not submitted as part of the FDR Monitoring Survey. If the required information is not received at the end of the Remediation timeframe (30-days) the FDR will turn to YELLOW Compliance Status.
- **Non-Compliance Status (RED Compliance Status):** If All compliance issues and/or requests for additional information requiring action from FDR or business owners have not been submitted and reviewed as satisfactory; After Sixty (60) days of the remediation period if items remain open the FDR is scheduled to turn “RED” on the 61st day. All follow-up items and/or compliance gaps must be remediated before the FDRs’ annual monitoring cycle is closed.
- **Corrective Action Required (CAR):** Any Compliance deficiencies identified during the monitoring and remediation survey will required a Corrective Action Required (CAR). CARs will be monitored for a period of 3 months to validate compliance with corrective action process. If a deficiency is not corrected within 3 months this time will be extended additional 3 months until FDRs meet compliance requirements.
- **Monitoring Cycle Closure:** Will take place when no additional action is required and FDRs demonstrate compliance with all items on scope. FDR will turn back in “GREEN” status.

Medicare FDR Oversight Monitoring Process Example



Anthem Medicare FDR Oversight Reporting & Escalation Methods

Anthem's FDRs compliance status and overall effectiveness measures are reported to Anthem's Medicare Compliance Officer and FDR Compliance Committee on a periodic basis. FDR's compliance status is also reported to relevant members of Anthem's Executive Leadership Team (ELT) and Board Directors (via Anthem's Audit Committee) as necessary.

FDRs that remain out of compliance (RED Compliance Status) will be subject to escalation to Medicare Compliance management, relevant business area management, Medicare Compliance Officer and the Anthem's Executive Leadership. FDRs that continue to be non-compliance with Anthem's FDR Oversight Monitoring/Audit Processes and/or CMS and Anthem requirements are subject to disciplinary actions including termination from supporting Anthem's Medicare Business.



FDR – What is Required and How to Comply



A. Distribution of Compliance Policies, Procedures and Standards of Conduct (SOC)

CMS Requirement:

In order to be effective, compliance policies and procedures and Standards of Conduct must be distributed to employees who support the sponsor's Medicare Business. Distribution must occur within 90-days of hire, when there are updates to the policies and annually thereafter.

**(Medicare Managed Care Manual, Chapter
21,§50.1.3)**

How to be Compliant:

- ✓ FDRs may use Anthem's Standards of Ethical Business Conduct (SOEBC) and general policies and procedures included with this packet and attached as reference material in the Ariba FDR Monitoring Survey, and distribute to employees within 90-days of initial hire or execution of contract, when material updates are made, and annually thereafter.
- ✓ FDRs may use its own comparable policies and procedures and Standards of Conduct then distribute to staff members within 90-days of initial hire or execution of contract, when material updates are made, and annually thereafter.

B. Distribute General Compliance and Fraud, Waste and Abuse (FWA) Training/Education

CMS Requirement:

General Compliance Training - Sponsors must ensure that general compliance information is communicated to their FDRs. The sponsor compliance expectations can be communicated through distribution of the sponsors Standards of Conduct (SOC) and/or Compliance policies and procedures to FDR's employees.

FWA Training – The sponsor's employees (including temporary workers), and governing body members, as well as FDRs' employees who have involvement in the administration or delivery of Parts C or D benefits, at a minimum, receive FWA training within 90-days of initial hiring (or contracting in the case of FDRs), and annually thereafter. Sponsors must be able to demonstrate that their employees and FDRs have fulfilled these training requirements as applicable.

**(Medicare Managed Care Manual, Chapter
21,§50.1.3)**

How to be Compliant:

- ✓ FDRs will meet compliance with this requirement by validating and providing supporting evidence of distribution, education/training of Anthem's SOEBC or its own comparable SOC that includes General Compliance and FWA information.
- ✓ FDRs may complete their own version of general compliance and FWA training specific the organization.

C. Conduct OIG/ GSA Individuals and Entities Exclusion Verification Screenings

CMS Requirement:

Sponsors must review the Department of Health and Human Services (DHHS) OIG List of Excluded Individuals and Entities (LEIE list) and the GSA Excluded Parties Lists System (EPLS) prior to the hiring or contracting of any new employee, temporary employee, volunteer, consultant, governing body* member, or FDR, and monthly thereafter, to ensure that none of these persons or entities are excluded or become excluded from participation in federal programs. Monthly screening is essential to prevent inappropriate payment to providers, pharmacies, and other entities that have been added to exclusions lists since the last time the list was checked.

(Medicare Managed Care Manual, Chapter 21, §50.6.8)

- Governing body includes any member of the board of directors, key management staff, executive staff, or any major stockholders (5%)

How to be Compliant:

- ✓ Use the following websites to perform your exclusion screening on employees, temporary employee, voluntary employee, consultant, governing body and Downstream Entities.
 - ✓ <https://www.sam.gov/SAM/pages/public/searchRecords/search.jsf>
 - ✓ <https://oig.hhs.gov/exclusions/index.asp>
- ✓ Check the two databases **prior to hiring** or contracting,
- ✓ Check the two databases **monthly thereafter**
- ✓ Document and retain evidence of the OIG and GSA/SAM exclusion checks/ screenings
 - ✓ Documentation must include the person/ entity full name
 - ✓ Date when the screening was conducted
 - ✓ Results of the screening conducted
- ✓ Immediately remove employee or affiliate from work and notify Anthem.

D. Record Retention and Accessibility

CMS Requirement:

That first tier and downstream entities must comply with Medicare laws, regulations, and CMS instructions (422.504(i)(4)(v)), and agree to audits and inspection by CMS and/or its designees and to cooperate, assist, and provide information as requested, and maintain records a minimum of 10 years.

(Medicare Managed Care Manual, Chapter 11, §100.4)

Sponsors are accountable for maintaining records for a period of 10 years of the time, attendance, topic, certificates of completion (if applicable), and test scores of any tests administered to their employees, and must require FDRs to maintain records of the training of the FDRs' employees.

(Medicare Managed Care Manual, Chapter 21, §50.3.2)

CMS has the discretionary authority to perform audits under 42 C.F.R. 44 422.504(e)(2) and 423.505(e)(2), which specify the right to audit, evaluate, or inspect any books, contracts, medical records, patient care documentation, and other records of sponsors or FDRs that pertain to any aspect of services performed, reconciliation of benefit liabilities, and determination of amounts payable under the contract or as the Secretary of Health and Human Services may deem necessary to enforce the contract. Sponsors and FDRs must provide records to CMS or its designee. Sponsors should cooperate in allowing access as requested. Failure to do so may result in a referral of the sponsor and/or FDR to law enforcement and/or implementation of other corrective actions, including intermediate sanctioning in line with 42 C.F.R. Subpart O.

(Medicare Managed Care Manual, Chapter 21, §50.6.11)

How to be Compliant:

- ✓ Preserve the documentation in a logical and organized manner for accessibility during a CMS or Anthem audit for 10 years or longer.
- ✓ FDRs should have policies in place requiring at least 10 years retention of all records, compliance records, records specific to function provided.
- ✓ Policy should include the method of retention (i.e. electronic, offsite storage, etc.)

E. Reporting Compliance and Fraud, Waste and Abuse (FWA) Issues

CMS Requirement:

Sponsors must have a system in place to receive, record, respond to and track compliance questions or reports of suspected or detected noncompliance or potential FWA from employees, members of the governing body, enrollees and FDRs and their employees. Reporting systems must maintain confidentiality (to the greatest extent possible), allow anonymity if desired (e.g., through telephone hotlines or mail drops), and emphasize the sponsor's / FDR's policy of non-intimidation and non-retaliation for good faith reporting of compliance concerns and participation in the compliance program. FDRs that partner with multiple sponsors may train their employees on the FDR's reporting processes including emphasis that reports must be made to the appropriate sponsor. The methods available for reporting compliance or FWA concerns and the non-retaliation policy must be publicized throughout the sponsor's or FDR's facilities. Sponsors must make the reporting mechanisms user friendly, easy to access and navigate, and available 24 hours a day for employees, members of the governing body, and FDRs. It is a best practice for sponsors to establish more than one type of reporting mechanism to account for the different ways in which people prefer to communicate or feel comfortable communicating.

**(Medicare Managed Care Manual, Chapter 21,
§50.4.2)**

How to be Compliant:

- ✓ FDR employees must be aware of the requirements to report compliance or FWA concerns, methods of reporting, and non-retaliation policy for reporting issues.
- ✓ Train employees on the importance of reporting violations of compliance or FWA.
- ✓ If FDRs discover evidence of misconduct related to payment or delivery of items or services under the contract, the FDR must conduct a timely, reasonable inquiry into that conduct.
- ✓ FDRs must conduct appropriate corrective actions (for example repayment of overpayments, disciplinary actions against responsible employees) in response to the potential violation.

You can easily and confidentially report a known or suspected violation by:

- Calling the Help Line at **877.725.2702**
- Using the Help Line On-Line tool:
www.anthemethishelpline.com
- Sending an email to **ethicsandcompliance@anthem.com**
- Calling the Medicare Compliance Officer, Michelle Turano at 813-830-6984
- Calling the Chief Ethics Officer, Michelle Nader at 513-336-2703

Anthem enforces a **strict** policy of non-retaliation:

- Retaliation against anyone who reports a compliance issue in good faith is **strictly prohibited**, including reports made by contracted vendors (First Tier, Downstream and Related Entities –FDRs).

F. Report and Request Offshore Operations

CMS Requirement:

Sponsors that work with offshore subcontractors (first tier, downstream and related entities) to perform Medicare-related work that uses beneficiary protected health information (PHI) are requested to provide CMS with specific offshore subcontractor information and complete an attestation regarding protection of beneficiary PHI.

(CMS Memo dated August 26, 2008: Offshore Subcontractor Module in HPMS)

How to be Compliant:

- ✓ You must request permission to perform offshore services or to use an individual or offshore entity to perform services for our Medicare plans. “Offshore entity” refers to an individual or entity physically located outside the United States or one of its territories. The only acceptable approval is from an authorized Anthem representative obtained in advance and in writing.
- ✓ FDRs must complete an Offshore Attestation (included as part of this Packet), Anthem is required to submit the attestation to CMS within a required timeframe.
- ✓ Offshore attestation must be updated annually or as updates are made to the contract with offshore entities handling PHI.
- ✓ Anthem requires FDRs to include CMS language (specifically Medicare Part C and D) into any contract with an offshore subcontractor.
- ✓ FDRs must perform annual audits (as you would with other downstream entities).

G. Monitoring of Downstream Entities

CMS Requirement:

Sponsors are responsible for the lawful and compliant administration of the Medicare Parts C and D benefits under their contracts with CMS, regardless of whether the sponsor has delegated some of that responsibility to FDRs. The sponsor must develop a strategy to monitor and audit its first tier entities to ensure that they are in compliance with all applicable laws and regulations, and to ensure that the first tier entities are monitoring the compliance of the entities with which they contract (the sponsors' "downstream" entities).

Monitoring of first tier entities for compliance program requirements must include an evaluation to confirm that the first tier entities are applying appropriate compliance program requirements to downstream entities with which the first tier contracts.

**(Medicare Managed Care Manual, Chapter 21,
§50.6.6)**

How to be Compliant:

- ✓ If the FDR subcontracts services to a delegated vendor (in support of Anthem's Medicare business), the FDR must be monitoring all subcontractors to ensure they are in compliance with CMS requirements.
- ✓ FDRs will be required to provide a listing of all subcontractors supporting Anthem's Medicare Business (Anthem's downstream entities) as part of the annual monitoring activities conducted by Anthem's FDR Oversight.
- ✓ FDRs must demonstrate monitoring of subcontractors and are expected to provide supporting documentation during the FDR's annual monitoring cycle.



FDR – Tools you Can Use!

Anthem's Medicare Regulatory Exhibit (MRE)

Medicare Advantage and Medicare Part D Regulatory Exhibit

Effective [INSERT EFFECTIVE DATE], the following Medicare Advantage and Medicare Part D terms and conditions shall be incorporated into the attached Agreement between [INSERT ANTHEM, INC. ENTITY NAME] and its commonly owned and controlled affiliates (herein referred to as "Customer") and [INSERT VENDOR NAME] (herein referred to as "Vendor.") These provisions shall only apply to services provided by Vendor to or for Customer's Medicare Advantage and/or Medicare Part D plans, including those plans for members dually eligible for Medicare and Medicaid in accordance with and pursuant title XVIII of the Social Security Act (Act) (specifically, but not limited to, Social Security Act Parts C and Part D), and any subsequent amendments or relevant provision in the Act and applicable regulations. In the event that there is a conflict between the attached agreement and these Medicare Advantage and Medicare Part D terms and conditions, the Medicare Advantage and Medicare Part D terms and conditions shall control, but only as they relate to services provided to Covered Individuals enrolled in Customer's Medicare Advantage and/or Medicare Part D plans.

A. Definitions:

1. **Downstream Entity:** Any party that enters into a written arrangement, acceptable to CMS, with persons or entities involved with the MA benefit, below the level of the arrangement between [Anthem, Inc. entity name] and [vendor name] a first tier entity. These written arrangements continue down to the level of the ultimate provider of both health and administrative services.
2. **First Tier Entity:** Any party that enters into a written agreement, acceptable to CMS, with [Anthem, Inc. entity] or applicant to provide administrative services or health care services for a Medicare eligible individual under the MA program.
3. **Related Entity:** Any entity that is related to [Anthem, Inc. entity] by common ownership or control and 1. Performs some of the [Anthem, Inc.] entity's management functions under contract or delegation. 2. Furnishes services to Medicare enrollees under an oral or written agreement; or 3. Leases real property or sells materials to [Anthem, Inc. entity] at a cost of more than \$2,500 during the contract period.

B. Terms:

1. **Federal Funds.** Vendor acknowledges that payments Vendor receives from the Customer to provide services to Medicare Advantage and/or Medicare Part D enrollees are, in whole or part, from Federal funds. Therefore, Vendor and any of its subcontractors may be subject to certain laws that are applicable to individuals and entities receiving Federal funds, including but not limited to, 42 C.F.R. 423.100, 42 C.F.R. Part 422, Title VI of the Civil Rights Act of 1964 as implemented by 45 CFR part 84; the Age Discrimination Act of 1975 as implemented by 45 CFR part 91; the Americans With Disabilities Act; the Rehabilitation Act of 1973 and other regulations applicable to recipients of Federal Funds.

Anthem's Medicare Regulatory Exhibit (MRE)

- 2. Confidential Information.** Vendor recognizes that in the performance of its obligations under this Agreement it may be party to the Customer's proprietary, confidential, or privileged information, including, but not limited to, information concerning the Customer's members. Vendor agrees that, among other items of information, the identity of, and all other information regarding or relating to any of the Customer's customers is confidential. Vendor agrees to treat such information as confidential and proprietary information of the Customer, and all such information shall be used by Vendor only as authorized and directed by the Customer pursuant to this Agreement, and, unless required by law, shall not be released to any other person or entity under any circumstances without express written approval of the Customer. During and after the term of this Agreement, Vendor shall not disclose or use any of the information described in this Section for a purpose unrelated to the terms and obligations of this Agreement. Further, Vendor agrees to abide by all Federal and State laws regarding confidentiality and disclosure of Medicare Advantage and/or Medicare Part D enrollee information. In addition, Vendor agrees to abide by the confidentiality requirements established by the Customer and CMS for the Medicare Advantage and/or Medicare Part D program.

2.1 To the extent applicable, [Vendor] will comply with the 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 and 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.]

- 3. Inspection of Books and Records.** In accordance with, but not limited to, 42 C.F.R. 422.504(i) and/or 42 C.F.R. 423.505(i), Vendor acknowledges that Customer, Health and Human Services department (HHS), the Comptroller General, or their designees have the right to timely access to inspect, evaluate and audit any books, contracts, medical records, patient care documentation, and other records of Vendor, or its first tier, downstream and related entities, including but not limited to subcontractors or transferees involving transactions related to Customer's Medicare Advantage contract through ten (10) years from the final date of the contract period or from the date of the completion of any audit, or for such longer period provided for in 42 CFR §422.504(e)(4) or other applicable law, whichever is later. For the purposes specified in this provision, Vendor agrees to make available Vendor's premises, physical facilities and equipment, records relating to Customer's Covered Individuals, including access to Vendor's computer and electronic systems and any additional relevant information that CMS may require. Vendor acknowledges that failure to allow HHS, the Comptroller General or their designees the right to timely access under this section can subject Facility to a \$15,000 penalty for each day of failure to comply.
- 4. Independent Status.** Vendor is an independent contractor and nothing contained in this Agreement shall be construed or implied to create an agency, partnership, joint venture, or employer and employee relationship between Vendor and the Customer. At no time shall

Anthem's Medicare Regulatory Exhibit (MRE)

either party make commitments or incur any charges or expenses for or in the name of the other party except as otherwise permitted by this Agreement.

5. **Subcontractors.** In accordance with, but not limited to, 42 C.F.R. 422.504(i)(3)(ii) and/or 42 C.F.R. 423.505(i)(3), Vendor agrees that if Vendor enters into subcontracts to perform services under the terms of the Agreement, Vendor's subcontracts shall include an agreement by the subcontractor to comply with all of the Vendor obligations in this Medicare Advantage and Medicare Part D Regulatory Exhibit and applicable terms in the attached Agreement. In addition, Vendor will insure that such subcontractors understand that Customer retains the necessary control and oversight over Vendor and all downstream subcontractors.
6. **Federal and State Laws.** Consistent with, but not limited to, 42 C.F.R. 422.504(i)(4) and 422.504(i)(3)(iii) and/or 423.505(i)(4) and 423.505(i)(3)(iii) Vendor agrees to comply, and to require any of its subcontractors to comply, with all applicable Federal and State laws, regulations, CMS instructions, and policies relevant to the activities to be performed under the Agreement, including but not limited to, the Medicare Marketing Guidelines for Medicare Managed Care Clients, and any requirements for CMS prior approval of materials. Further, Vendor agrees that any services provided by the Vendor or its subcontractors to or on behalf of Customer's Medicare Advantage and/or Medicare Part D enrollees will be consistent with and will comply with the Customer's Medicare Advantage and/or Medicare Part D contractual obligations.
7. **Compliance Program.** The Customer maintains an effective Compliance Program and Standards of Business Conduct, and requires its employees to act in accordance therewith. The Customer will provide a copy of its then current Standards of Business Conduct to Vendor upon request. Consistent with the preceding and to the extent applicable, Customer and its subcontractors may be required to monitor for Fraud, Waste and Abuse consistent with CMS guidance. To the extent applicable, Vendor acknowledges that certain CMS guidance on Fraud, Waste and Abuse may be implicated by the Agreement and agrees to take appropriate actions to identify and/or monitor for such activities, including but not limited to producing Vendor's plan to monitor for Fraud, Waste and Abuse.

7.1 Validation of Compliance. Vendor agrees to provide documentation at least annually, as required by Customer, demonstrating compliance with the CMS guidance as outlined in part in this Exhibit. In addition, the required monitoring form is attached hereto as Attachment 1. The parties acknowledge that Attachment 1 may be amended by Customer, from time to time, on an annual basis or as needed to comply with CMS oversight and monitoring requirements.

8. **Hold Harmless.** In accordance with, but not limited to, 42 C.F.R. 422.504(i) and 422.504(g)(1) and (2) and/or 423.505(i) and 423.505(g), Vendor agrees that in no event, including but not limited to non-payment by Plan, insolvency of Plan or breach of the Agreement, shall Vendor bill, charge, collect a deposit from, seek compensation,

Anthem's Medicare Regulatory Exhibit (MRE)

remuneration or reimbursement from, or have any recourse against a Medicare Advantage and/or Medicare Part D enrollee for covered services provided pursuant to the Agreement. This provision does not prohibit the collection of supplemental charges or Copayments made in accordance with the terms of the Medicare Advantage and/or Medicare Part D enrollee's benefits.

8.1 Dual Eligible Cost Sharing. Vendor further agrees that for those individuals who are enrolled in Medicare Advantage and/or Part D and who are eligible for some form of Medicaid benefit (Dual Eligible enrollees), that Vendor will not bill the enrollee for cost sharing that is not the Dual Eligible enrollee's responsibility and will ensure that such Dual Eligible enrollees will not be held liable for Medicare Parts A and B cost sharing when the State is liable for the cost sharing. In addition, Vendor agrees to accept the reimbursement by Customer as payment in full, or, if applicable, to bill the the appropriate State source.

- 9. Ineligible Persons.** Vendor warrants and represents that at the time of entering into this Agreement and monthly thereafter when providing services to or for the benefit of Medicare Advantage and/or Medicare Part D members under this Agreement, neither he/she/it nor any of his/her/its employees, contractors, subcontractors or agents are ineligible persons identified on the General Services Administrations' List of Parties Excluded from Federal Programs (available through the internet at <https://www.epls.gov/>) and the HHS/OIG List of Excluded Individuals/Entities (available through the internet at <http://exclusions.oig.hhs.gov/>). Vendor agrees to sign a certification consistent with the meaning and requirements of this provision as required by Customer.

In the event Vendor or any employees, subcontractors or agents thereof becomes an ineligible person after entering into this Agreement or otherwise fails to disclose his/her/its ineligible person status, Vendor shall have an obligation to (1) immediately notify the Customer of such ineligible person status and (2) immediately remove such individual from responsibility for, or involvement with, the Customer's business operations related to this Medicare Advantage and Medicare Part D attachment.

The Customer retains the right to provide notice of immediate termination of the Agreement to Vendor in the event it receives notice of Vendor's ineligible person status.

- 10. Conflict of Interest.** To the extent required by CMS or Customer, Vendor agrees to certify that it will require its managers, officers and directors responsible for the administration or delivery of Medicare Advantage and/or Part D benefits to sign a conflict of interest statement, attestation, or certification at the time of hire and annually thereafter certifying that the manager, officer or director is free from any conflict of interest in administering or delivering Medicare Advantage and/or Part D benefits.
- 11. Illegal Remunerations.** Vendor specifically represents and warrants that activities to be performed under the Agreement are not considered illegal remunerations (including kickbacks, bribes or rebates) as defined in § 1128B(b) of the Social Security Act.

Anthem's Medicare Regulatory Exhibit (MRE)

12. **[THIS PROVISION CAN BE DELETED IF THE BASE AGREEMENT ADDRESSES INDEMNIFICATION]** **Indemnification for Non-compliance.** Vendor agrees to indemnify and hold the Customer harmless from and against any and all liabilities, claims and expenses connected therewith, including reasonable attorneys fees, arising from any acts or omissions of Vendor, not specifically authorized or directed by the Customer, violating or resulting in an investigation under § 1128B(b) of the Social Security Act or any other Federal or State law or regulation.
13. **Termination-Regulatory Issues.** In accordance with, but not limited to, 42 C.F.R. 422.504(i)(5) and/or 423.505(i)(5), if during the term of the Agreement, the Customer concludes that it is necessary to cancel any of the activities to be performed under this Agreement in order to comply with Federal or State laws, regulations, policies, or for any other purpose to comply with CMS the Customer may, at its discretion, cancel the activity and be relieved of any related obligations under the terms of the Agreement. If the Customer or Vendor concludes that it is necessary to reorganize or restructure any of the activities to be performed under this Agreement in order to comply with Federal or State laws, regulations, or policies, the Customer or Vendor may request to renegotiate such terms.
13. **Oversight Responsibility.** Vendor acknowledges that the Customer shall oversee and monitor Vendor's and all of Vendor's subcontractors' providing Services under this Agreement. Accordingly, Customer will regularly review the performance of Vendor and, if applicable, Vendor's subcontractors, as part of its normal operations to confirm ongoing compliance and to ensure any identified corrective actions are undertaken and effective. Vendor further acknowledges that the Customer is ultimately responsible to CMS for the performance of such services and that the Customer shall oversee and is accountable to CMS for the functions and responsibilities described in the Medicare Advantage and Medicare Part D regulatory standards and ultimately responsible to CMS for the performance of all services.
- 14.1 To the extent applicable, Vendor's credentialing process must be approved and monitored by the Plan.
15. **Revocation.** Vendor agrees that the Customer has the right to revoke this agreement if CMS or the Customer determines that Vendor or any of its independent contractors or subcontractors has not performed the services satisfactorily and/or if requisite reporting and disclosure requirements are not otherwise fully met in a timely manner. Such revocation shall be consistent with the termination provisions of the Agreement.
16. **Approval of Materials.** Any printed materials, including but not limited to letters to the Customer's members, brochures, advertisements, telemarketing scripts, packaging prepared or produced by Vendor or any of its subcontractors pursuant to this Agreement must be submitted to the Customer for review and approval at each planning stage (*i.e.*, creative, copy, mechanicals, blue lines, etc.) to assure compliance with Federal, state, and Blue Cross/Blue Shield Association guidelines. The Customer agrees its approval will not be unreasonably withheld or delayed.

Anthem's Medicare Regulatory Exhibit (MRE)

- 17. Medicare Advantage and Medicare Prescription Drug Plan - Compliance Training, Education and Communications.** Vendor agrees and certifies that it, as well as its employees, subcontractors, downstream entities, related entities and agents who provide services to or for Customer's Medicare Advantage and/or Part D Covered Individuals or to or for the Customer itself shall conduct general compliance and fraud waste and abuse training, education and/or communications annually or as otherwise required by applicable law, and such general compliance and fraud waste and abuse training or education must be made a part of the orientation for a new employee, new first tier, downstream or related entity and for all new appointments of a chief executive, manager, or governing body member who performs leadership and/or oversight over the services provided to or for Customer's Medicare Advantage and/or Part D Covered Individuals under this agreement. Vendor or its subcontractors or Downstream Entities shall ensure that their general compliance and fraud, waste and abuse training and education is comparable to the elements, set forth in Company's Standards of Ethical Business Conduct and shall provide documentation to demonstrate compliance prior to execution of this Agreement and annually thereafter. In addition, Vendor is responsible for documenting applicable employee's, subcontractor's, downstream entity's, related entity's and/or agent's attendance and completion of such training on an annual basis. Vendor shall provide such documentation to customer and as required to support a Customer or CMS audit. If necessary and upon request, Customer or its designee can make such compliance training, education and lines of communication available to Vendor in either electronic, paper or other reasonable medium.
- 18. Audit.** Vendor agrees to comply with any and all requests for Compliance documentation, as set forth in section 7 above, in order to support a CMS audit request. Vendor must provide all requested documentation demonstrating compliance with all CMS regulations and/or Anthem, Inc. requirements for first tier, downstream and/or related entities.
- 19. Prompt Payment.** [ALTERNATE - CAN DELETE IF THERE ARE EQUIVALENT PROMPT PAYMENT TERMS IN THE BASE AGREEMENT OR DELETE FIRST SENTENCE ONLY IF ONLY THAT PORTION IS CONTAINED IN THE BASE AGREEMENT] To the extent applicable under law as related to claims for medical or pharmacy services, Customer agrees to make best efforts to pay Vendor within __ days of receipt of an undisputed invoice. Should Vendor enter into any downstream agreements with any subcontractors to provide services under this Agreement, Vendor agrees to have a prompt payment provision as negotiated by Vendor and the subcontractor.
- 21. [IN ADDITION IF APPLICABLE] Delegated Activities.** If Customer has delegated activities to Vendor, then the Customer will provide the following information to Vendor and Vendor shall provide such information to any of its subcontracted entities:
- A list of delegated activities and reporting responsibilities;
 - Arrangements for the revocation of delegated activities;
 - Notification that the performance of the contracted and subcontracted entities will be monitored by the Customer;

Anthem's Medicare Regulatory Exhibit (MRE)

- d. Notification that the credentialing process, if applicable, must be approved and monitored by the Customer; and
- e. Notification that all contracted and subcontracted entities must comply with all applicable Medicare laws, regulations and CMS instructions.

22. [IN ADDITION IF APPLICABLE] Delegation of Provider Selection. In addition to the responsibilities as set forth in section 21 above, to the extent that Customer has delegated selection of the providers, contractors, or subcontractor to Vendor, Customer retains the right to approve, suspend, or terminate any such arrangement.

23. Offshore Services. Anthem is required to disclose to CMS any services under this Agreement that are performed offshore by Supplier/Vendor or any of Vendor's subcontractors or Down Stream Entities. Therefore, Vendor shall immediately notify Anthem of any services that are being contemplated to be performed offshore to allow Anthem to complete the CMS required Offshore Affidavit to CMS within thirty (30) days of execution of any agreement to render services under this Agreement offshore.




CY 2020 Anthem Contract Listing

2020 Anthem Plans						
STATE	PRODUCT TYPE	CONTRACT #	Contract new in			LEGAL ENTITY
			2018	2019	2020	
CA	HMO, C-SNP, D-SNP & I-SNP	H0544				BLUE CROSS OF CALIFORNIA
IN, WI	LPPO	H1607				ANTHEM INSURANCE COMPANIES, INC.
LA	HMO, D-SNP	H1947			X	COMMUNITY CARE HEALTH PLAN OF LOUISIANA, INC.
CT	LPPO	H2836				ANTHEM HEALTH PLANS, INC.
NY	LPPO	H3342				EMPIRE HEALTHCHOICE ASSURANCE, INC.
IN, MO, VA	HMO, C-SNP, D-SNP & I-SNP	H3447				HEALTHKEEPERS, INC.
NH	HMO	H3536				MATTHEW THORNTON HEALTH PLAN, INC.
OH	HMO & D-SNP	H3655				COMMUNITY INSURANCE COMPANY
OH, WI	LPPO	H4036				ANTHEM INSURANCE COMPANIES, INC.
CO, NV	HMO, C-SNP, D-SNP & I-SNP	H4346				HMO COLORADO, INC.
MO, VA	LPPO	H4909				ANTHEM INSURANCE COMPANIES, INC.
GA	HMO & D-SNP	H5422				BLUE CROSS BLUE SHIELD HEALTHCARE PLAN OF GEORGIA, INC.
CT	HMO, C-SNP, & D-SNP	H5854				ANTHEM HEALTH PLANS, INC.
CA	MMP	H6229				BLUE CROSS OF CALIFORNIA PARTNERSHIP PLAN, INC.
ME	LPPO	H6786				ANTHEM HEALTH PLANS OF MAINE, INC.
GA, KY, NH	LPPO	H7728				ANTHEM HEALTH PLANS OF NEW HAMPSHIRE, INC.
ME, NY	HMO, HMO-POS, & D-SNP	H8432				EMPIRE HEALTHCHOICE HMO, INC.
CA	LPPO & C-SNP (ESRD)	H8552				ANTHEM BLUE CROSS LIFE AND HEALTH INS COMPANY
ME	HMO, D-SNP	H9055			X	AMH HEALTH, LLC
KY, WI	HMO & D-SNP	H9525				COMPCARE HEALTH SERVICES INSURANCE CORPORATION
IN, KY	RPPO	R4487				ANTHEM INSURANCE COMPANIES, INC.
OH	RPPO	R5941				ANTHEM INSURANCE COMPANIES, INC.
CT, MA, RI, VT	PDP - Joint Venture	S2893				BLUE MEDICARERX
CA, CO, GA, IN, KY, ME, MO, NH, NV, OH, VA, WI	PDP	S5596				ANTHEM INSURANCE COMPANIES, INC.
KS	PDP - Joint Venture	S5726				BLUE CROSS BLUE SHIELD OF KANSAS
National	PDP	S5960				UNICARE LIFE AND HEALTH INSURANCE COMPANY
AZ, TX	PDP	S8182			X	AMERIGROUP INSURANCE COMPANY
2020 Amerigroup Plans						
STATE	PRODUCT TYPE	CONTRACT #	Contract new in			LEGAL ENTITY
			2018	2019	2020	
WA	HMO & D-SNP	H1894				AMERIGROUP WASHINGTON, INC.
AZ, TN, TX	HMO, C-SNP, D-SNP, & I-SNP	H2593				AMERIGROUP TEXAS, INC.
NJ	HMO, D-SNP & C-SNP POS (ESRD)	H3240				AMERIGROUP NEW JERSEY, INC.
NM	HMO	H5746				AMERIGROUP COMMUNITY CARE OF NEW MEXICO, INC.
TX	MMP	H8786				AMERIGROUP TEXAS, INC.
2020 Simply Plans						
STATE	PRODUCT TYPE	CONTRACT #	Contract new in			LEGAL ENTITY
			2018	2019	2020	
FL	HMO, C-SNP, D-SNP, & I-SNP	H5471				SIMPLY HEALTHCARE PLANS, INC.
2020 America's First Choice Plans						
STATE	PRODUCT TYPE	CONTRACT #	Contract new in			LEGAL ENTITY
			2018	2019	2020	
FL	HMO, C-SNP, & D-SNP	H5427	X			FREEDOM HEALTH, INC.
FL	HMO, C-SNP, & D-SNP	H5594	X			OPTIMUM HEALTHCARE, INC.
SC	HMO & C-SNP	H8170	X			AMERICA'S 1ST CHOICE OF SOUTH CAROLINA, INC.
2020 HealthSun Plans						
STATE	PRODUCT TYPE	CONTRACT #	Contract new in			LEGAL ENTITY
			2018	2019	2020	
FL	HMO	H5431	X			HEALTHSUN HEALTH PLANS, INC.

CY 2020 Anthem's FDR Oversight Monitoring Survey




#	Question	Response Type
3	FDR Compliance Section	
3.1	FDR Primary Contact	
3.1.1	Name	ENTER NAME
3.1.2	Business Title	ENTER TITLE
3.1.3	Address	ENTER ADDRESS
3.1.4	Phone	ENTER PHONE #
3.1.5	Email	ENTER EMAIL
3.2	FDR Secondary Contact	
3.2.1	Name	ENTER NAME
3.2.2	Business Title	ENTER TITLE
3.2.3	Address	ENTER ADDRESS
3.2.4	Phone	ENTER PHONE #
3.2.5	Email	ENTER EMAIL
3.3	FDR Compliance Officer / Compliance Representative	
3.3.1	Name	ENTER NAME
3.3.2	Business Title	ENTER TITLE
3.3.3	Address	ENTER ADDRESS
3.3.4	Phone	ENTER PHONE #
3.3.5	Email	ENTER EMAIL
3.4	FDR Additional Email Contact(s)	
3.4.1	Email	ENTER EMAIL
3.4.2	Email	ENTER EMAIL
3.4.3	Email	ENTER EMAIL
3.4.4	Email	ENTER EMAIL
3.5	Locations	
3.5.1	Please indicate the total number of office locations/facilities where Medicare functions are performed on behalf of Anthem:	ENTER THE NUMBER OF LOCATIONS/FACILITIES -
3.5.2	Are any of these office locations/facilities located in the following CMS hot spots? Baton Rouge, LA - Brooklyn, NY - Chicago, IL - Dallas, TX - Detroit, MI - Houston, TX - Los Angeles, CA - Miami-Dade, FL - Tampa, FL - Orlando, FL - New Orleans, LA - Washington, D.C. - Newark, NJ - Philadelphia, PA - Appalachian Region	YES/NO
3.5.3	If yes, please identify the CMS hot spot location(s) and briefly explain what measures are in place to prevent privacy/security breaches from occurring for each 'hot spot' location.	PROVIDE DETAIL
3.6	Offshore	
3.6.1	Does FDR have locations or subcontractors (downstream entities) located offshore (outside of U.S.) providing Medicare services to Anthem?	YES/NO
3.6.2	If yes, do any offshore facilities and/or subcontractors have access to member protected health information (PHI) or personally identifiable information (PII)?	IF YES, PROVIDE DETAIL
3.6.3	If yes, has FDR worked with Anthem to complete an Offshore Attestation for each location annually?	YES/NO
3.6.4	If yes, please attach a copy of the Offshore Attestation to demonstrate compliance with 3.5.6 above. References:	ATTACH DOCUMENTATION
3.7	Code of Conduct / Compliance Policies	
3.7.1	Regulatory references: 42 C.F.R. §§ 402.603(b)(4)(v)(A), 423.604(b)(4)(v)(A); PDBM and MMCM Ch. 9/21 50.1.1, 50.1.3	
3.7.2	Has FDR received Anthem's Standards of Ethical Business Conduct (SOEBC) and compliance policies and procedures (Ethics and Compliance Plan with Medicare Addendum) within the past year? References	YES/NO
3.7.3	Does FDR distribute, or make available, Anthem's SOEBC and Ethics and Compliance Plan, or FDR's own comparable standards of conduct and compliance policies to employees supporting Anthem's Medicare business within 90 days of hire and annually thereafter?	* YES - ANTHEM'S STANDARDS OF CONDUCT AND COMPLIANCE PLAN * YES - OUR OWN STANDARDS OF CONDUCT AND POLICIES * NO
3.7.4	If FDR distributes its own standards of conduct and compliance policies to employees supporting Anthem's Medicare business, please attach a copy of the FDR's Standards of Conduct document. The Anthem FDR Oversight Team will review the standards of conduct to ensure it meets the requirements in the PDBM and MMCM Ch. 9/21 50.1.1, 50.1.3 and Appendix B.	ATTACH DOCUMENTATION
3.7.5	Indicate the method used to distribute or make available standards of conduct and compliance policies.	INDICATE IF DISTRIBUTION IS MADE VIA: * WEB PORTAL OR LINK portal or link * ELECTRONIC COMMUNICATION (E-MAIL) * HANDOUT * TRAINING
3.7.6	A listing of current (active) employees supporting Anthem's Medicare business (Please include employee name and hire date.) Exclude: Individuals that have left the FDR organization, terminated, resigned or Do Not support Medicare Anthem Business as of the initiation of the current monitoring cycle.	ATTACH DOCUMENTATION
3.7.7	Please attach documentation demonstrating the FDR distributes and educates/conducts training either Anthem's SOEBC and Ethics and Compliance Plan, or FDR's own comparable Standards of Conduct, Compliance Policies, and Compliance and Fraud, Waste, and Abuse training materials, to all employees supporting Anthem's Medicare business within 90-days of hire date and annually thereafter. Depending on your method of distribution and education/training examples may include a, copy of employee attestations verifying receipt of documents, training certificate, etc.	ATTACH DOCUMENTATION
3.7.8	Does FDR attend Anthem's Semi-Annual FDR Compliance Training sessions and provide relevant information/materials to staff supporting Anthem's Medicare business?	YES/NO

CY 2020 Anthem's FDR Oversight Monitoring Survey

3.8	Reporting Compliance or FWA Concerns		
3.8.1			
3.8.2	Is FDR aware of the requirement to report compliance or FWA concerns to Anthem?	YES/NO	
3.8.3	Is FDR aware of available methods to report compliance or FWA concerns to Anthem? <i>References:</i>	YES/NO	
3.8.4	Is FDR aware of Anthem's non-retaliation policy for employees or FDRs who report potential violations?	YES/NO	
3.8.5	How does the FDR communicate the requirement to report compliance/FWA concerns or suspected violations and the methods of reporting to FDRs employees supporting Anthem's Medicare business?	ENTER DETAIL	
3.8.6	Has FDR or any of its employees received disciplinary actions for violations of standards of conduct, non-compliance with Medicare requirements and/or incidences of fraud, waste and/or abuse?	YES/NO	
3.8.7	If yes, please complete the FDR Disciplinary Actions Information Form and attach here: <i>References:</i>	ATTACH DOCUMENTATION	
3.8.8	Date of Incident(s)	IF APPLICABLE ENTER DETAILS	
3.8.9	Date incident was reported to Anthem	ENTER DETAILS	
3.8.10	Location incident occurred	IF APPLICABLE ENTER DETAILS	
3.8.11	Employee(s) involved	IF APPLICABLE ENTER DETAILS	
3.8.12	Description of incident	IF APPLICABLE ENTER DETAILS	
3.8.13	How violation was reported	IF APPLICABLE ENTER DETAILS	
3.8.14	Disciplinary action taken	IF APPLICABLE ENTER DETAILS	
3.8.15	Date disciplinary action taken	IF APPLICABLE ENTER DETAILS	
3.8.16	Actions taken to avoid recurrence	IF APPLICABLE ENTER DETAILS	
3.9	OIG & GSA Federal Exclusions		
3.9.1	<i>Regulatory references: The Act §1862(s)(1)(B), 42 C.F.R. §§ 422.502(b)(4)(vi)(F), 422.752(s)(8), 423.504(b)(4)(vi)(F), 423.752(s)(6), 1001.1901; PDBM and MMCM Ch. 9/2150.4.2</i>		
3.9.2	FDR is required to demonstrate employee OIG/GSA Exclusion compliance. The employee listing included under item 3.7.6 must include OIG/GSA exclusion verification screening dates within the last 12 months. Employee employer will be requested. <i>Anthem OIG-GSA Exclusion List Tracker attached for your reference:</i>		
3.9.3	Does FDR screen all employees, supporting Anthem's Medicare business, against both the OIG and GSA (SAM) federal exclusion lists prior to initial hire and monthly thereafter?	YES/NO	N/A
3.9.4	Indicate the method the FDR utilizes to screen employees against both the OIG and GSA (SAM) Federal Exclusion lists prior to initial hire .	*OIG & GSA WEBSITE LOOKUP *FDR'S OWN SCREENING SYSTEM *THIRD PARTY VENDOR *Other	N/A
3.9.5	Indicate the method the FDR utilizes to screen employees against both the OIG and GSA (SAM) Federal Exclusion lists monthly .	*OIG & GSA WEBSITE LOOKUP *FDR'S OWN SCREENING SYSTEM *THIRD PARTY VENDOR *Other	N/A
3.9.6	Has the FDR identified any employee, subcontractors or agents thereof as ineligible during the past 12 months?	YES/NO	N/A
3.9.7	If yes, did the FDR contact Anthem immediately to report the ineligible person status? Submit support documentation.	ATTACH DOCUMENTATION	N/A
3.9.8	If yes, did the FDR immediately remove the individual from the responsibility, involvement of Anthem's Medicare business.	YES/NO	N/A
3.9.9	Does FDR maintain current policies and procedures compliant with federal screening (OIG/GSA) requirements, addressing screenings conducted prior to hire, monthly thereafter and immediate removal of excluded employees? Include references.	YES/NO	N/A
3.10	Record Retention		
3.10.1			
3.10.2	Are all records relevant to the FDR's contract with Anthem (e.g. employee records, contracts, trainings, financial records, work product, OIG/GSA Exclusion Screenings, etc.) retained a minimum of 10 years?	YES/NO	N/A
3.10.3	What method does FDR use for record retention? (Check all that apply)	(CHECK ALL THAT APPLY): *ELECTRONIC *HARD COPY *OFFSITE STORAGE	N/A
3.10.4	Does FDR maintain policies and procedures compliant with record retention requirements, including the requirement to maintain all relevant Medicare records, including FDR compliance records for 10 years?	YES/NO	N/A
3.11	Monitoring Downstream Entities		
3.11.1	<i>Regulatory references: 42 C.F.R. §§ 422.503(b)(4)(vi)(F), 423.504(b)(4)(vi)(F), 423.504(b)(4)(vi)(D); PDBM and MMCM Ch. 9/2150.6.6</i>		
3.11.2	Does FDR subcontract any work it performs on behalf of Anthem's Medicare business?	YES/NO	
3.11.3	If yes, how many downstream entities are utilized?	ENTER #	

CY 2020 Anthem's FDR Oversight Monitoring Survey

- FDR Survey

3.11.4	If applicable, please enter the following subcontractor details for each entity (or attach listing): <i>Please note:</i> Anthem will select a random sample of entities from your current downstream entity list and request supporting documentation to confirm each sampled downstream was screened against the OIG and GSA (SAM) Federal Exclusion Lists prior to contracting and monthly thereafter. Evidence of monitoring and oversight will also be requested.	-	
3.11.5	Entity Name/ Services Provided	ENTER DETAIL	
3.11.6	Date of Initial Contracting	ENTER DETAIL	
3.11.7	City	ENTER DETAIL	
3.11.8	State	ENTER DETAIL	
3.11.9	Country	ENTER DETAIL	
3.11.10	Does FDR monitor the compliance of subcontractors (downstream) with all applicable laws and regulations (i.e. Distribution of Standards of Conduct, general compliance education and how to report Fraud, Waste and Abuse, (Prior-to-hire and monthly thereafter OIG and GSA Exclusion Screenings, etc.)?	YES/NO	
3.11.11	If yes, please describe the method used by the FDR to monitor downstream to ensure compliance with all applicable laws and regulations (i.e. Audits / Monitoring reviews, Attestation process, etc.)	FREE FORM TEXT	
3.11.12	Please attach documentation demonstrating the FDR distributes and educates/ conducts training either Anthem's SOEBC and Ethics and Compliance Plan, or FDR's own comparable Standards of Conduct, Compliance Policies, and Compliance and Fraud, Waste, and Abuse training materials, to all employees supporting Anthem's Medicare business within 90-days of hire date and annually thereafter. Depending on your method of distribution and education/training examples may include a screenshot of the FDR's web portal (accessible to employees showing documents can be accessed), copy of employee attestations verifying receipt of documents, training certificate, etc.	ATTACH DOCUMENTATION	
3.11.13	Please attach copy of FDR policies and procedures or compliance plan or description of the FDR's (first tier) commitment to monitor and/or audit all subcontractors delegated to perform work on behalf of Anthem's Medicare business.	ATTACH DOCUMENTATION	
3.11.14	Please attach documentation demonstrating downstream <u>entities</u> are screened against OIG and GSA (SAM) prior to contracting and monthly thereafter.	ATTACH DOCUMENTATION	
3.11.15	Please attach documentation demonstrating downstream <u>employees</u> are screened against OIG and GSA (SAM) prior to hire and monthly thereafter. Documentation must include a list of current employees supporting Anthem's Medicare business work (including employee name and hire date) and confirmation of the date each has been screened against both the OIG and GSA (SAM) exclusion listings on a monthly basis for the past 12 months. Documentation must show employees hired within the last 12 months (new hires) were screened prior to date of hire.	ATTACH DOCUMENTATION	
3.11.16	Are all subcontractors (downstream) listed above in compliance with (and following) CMS program requirements?	YES/NO	
3.11.17	Has the downstream entity received disciplinary actions for violations of standards of conduct, non-compliance with Medicare requirements and/or incidents of fraud, waste and/or abuse?	YES/NO	
3.11.18	If yes, provide documentation of the incident.	ATTACH DOCUMENTATION	
3.11.19	Does the downstream entity maintain all records relevant to the FDR's contract with Anthem (e.g. employee records, contracts, trainings, financial records, work product, OIG/GSA Exclusion Screenings, etc.) retained a minimum of 10 years?	YES/NO	
3.12	FDR Attestation		
3.12.1	FDR Attestation document attached must be completed and attached to this form. Note: The FDR Attestation must be fully executed by an Authorized FDR Representative holding a Director level position or above.	ATTACH DOCUMENTATION	
3.12.2	Name of Authorized FDR Representative	ENTER NAMES	
3.12.3	Title of Authorized FDR Representative	ENTER TITLE	
3.12.4	Business Address of Authorized Representative	ENTER ADDRESS	
3.12.5	Date of Completion	ENTER DATE	
3.12.6	Thank you for completing the FDR section of the FDR Monitoring Report survey. The FDR Oversight Team will review the information and documentation submitted as soon as possible. If compliance issues or follow-up items require corrective actions you will receive notice along with your Anthem (and affiliate) business number. It is important to note that you should work with your Anthem (and affiliate) business number to resolve all identified issues.		

CY 2020 Anthem's FDR Oversight Monitoring Survey

- Anthem Business Owner

2019 FDR Monitoring Survey - Anthem Business Owner Section		Anthem
#	Question	Response
1	<p>Overview:</p> <p>Welcome to the First Tier, Downstream, and Related Entities (FDR) Monitoring Report. The purpose of this survey is to monitor FDR compliance with applicable CMS compliance program requirements of those entities contracted to support Anthem and its affiliates' (Amerigroup, Simply) Medicare Advantage, Part D, and Medicare-Medicaid Programs. Reference documents and additional information can be downloaded and reviewed throughout this survey. Where requested to attach supporting documentation, please ensure files are in a clear and easy to understand format. If additional explanation is necessary to understand how the documentation demonstrate compliance, please include a brief summary along with the uploaded file. If more than one document needs to be uploaded, please save all documentation in a zip file and upload the zip file as your attachment. Please note references to "Anthem" throughout this form also include all Anthem affiliates (Amerigroup, Simply). Additionally, please note references to "employees" includes all associates and/or agents supporting services/functions in support of Anthem's Medicare business. The FDR Monitoring Report Survey will be sent to both the Anthem (and affiliates) business owner and FDR point of contact associated with this FDR, each will only be required to complete the questions populated within their survey. Please note, all questions and attachments must receive a response to submit this survey. Once the survey event is closed, the survey can be reviewed, however, no additional changes can be made.</p>	N/A
1.1	What is your role, Anthem Business Owner or FDR representative?	ENTER YOUR ROLE: * ANTHEM BUSINESS OWNER * FDR REPRESENTATIVE
1.2	Please find the attached ZIP file containing FDR Oversight resources & reference documents	N/A
2.1	Contractual	
2.1.1	When did FDR begin supporting Anthem Medicare business (contract start date)?	ENTER DATE
2.1.2	Please select the Entity(ies) in which the FDR is contracted (select all that apply):	ANTHEM, AMERIGROUP, SIMPLY
2.1.3	Please select the Anthem Medicare Market(s) the FDR supports (select all that apply):	AZ; CA; CO; CT; FL; GA; HI; KS; KY; MD; ME; MI; National; NH; NJ; NM; NV; NY; OH; TN; TX; VA; WA; WI
2.1.4	Please select the Anthem Medicare contract number the FDR supports (Select all that apply):	ENTER ALL CONTRACT NUMBERS THAT APPLY INDIVIDUALLY: ANTHEM: H0544-H1607-H2836-H3342- H3447-H3536-H3655-H4036-H4346- H4909-H5422-H5854-H6229-H6786- H7728-H8432-H8552-H9525-HA487- RS941-S2893-S5596-S5726-S5960. AMERIGROUP: H1894-H2593-H3240- H5746-H8786 SIMPLY: H5471
2.1.5	Please select the Anthem Medicare product(s) the FDR supports (select all that apply):	MMP C-SNP D-SNP I-SNP LPPD RPO HMO POP - Joint Venture POP C-SNP POS C-SNP POS (ESRD)
2.1.6	Is FDRs contract with Anthem current?	YES/NO
2.1.7	Have any new agreements (e.g. statements of work, exhibits) or amendments pertaining to Anthem Medicare business been executed within the last 12 months?	YES/NO
2.1.8	If yes, please attach a copy of the contract.	ATTACH DOCUMENTATION
2.1.9	Scope of services Delegated	ENTER SERVICES PROVIDED
2.2	Corrective Action & CCC Issues	
2.2.1	Is FDR currently under any corrective action required (CARs) related to Anthem's Medicare business? Please note, this includes any corrective actions issued by the Business Area who oversees this FDR. References	YES/NO
2.2.2	If yes, please provide a brief summary of each corrective action including current status and date due.	IF YES, ENTER DETAIL
2.2.3	Is FDR currently involved in any open Compliance Communication Center (CCC) issues?	YES/NO
2.2.4	If yes, please provide a brief summary of each CCC issue, including current status and corrective action steps.	IF YES, ENTER DETAIL
2.3	Performance Metrics & Reporting Requirements	
2.3.1	Regulatory references: 42 C.F.R. §§ 422.503(b)(4)(v)(F); 423.504(b)(4)(v)(F); PDBM and MMCM Ch. 9/21 50.0.0	
2.3.2	Does the business owner/area monitor services provided on a routine basis to ensure FDR is CMS audit ready, and meeting CMS, contractual, and performance requirements?	YES/NO
2.3.3	What type of periodic reports, data and/or metrics are utilized by the business owners/area to assess compliance with CMS, contractual, and performance requirements?	ENTER DETAIL
2.3.4	Is FDR currently meeting CMS, contractual, and performance requirements?	YES/NO
2.3.5	In the event of an CMS audit, does FDR maintain audit readiness to ensure FDR is prepared to immediately submit upon request any documentation (i.e. FDR records, data and pertinent information) in support of Anthem's Medicare business?	YES/NO
2.3.6	Has the business owner/area identified any barriers or issues related to the FDR's ability to meet CMS, contractual, and/or performance requirements? If yes, please include details.	IF YES, ENTER DETAIL
2.3.7	Please attach monitoring/auditing results and/or performance metrics/data/service-level reporting used by the business owner/area for ongoing monitoring of FDR's performance and compliance with regulatory and contractual requirements. Please include a brief explanation of how the documentation demonstrates oversight and FDR's compliance with delegated functions. Documents might include timeliness, inventory, service level reports, performance reviews, credentialing reviews, performance metrics, dashboards or any other type of aggregated data to assess delegated services.	ATTACH DOCUMENTATION
2.4	Readiness Activities	
2.4.1	Does the FDR support services, benefits and/or functions involved in Anthem's Annual Enrollment Period (AEP) and/or new Plan year benefit coverage?	YES/NO
2.4.2	If yes, does the business owner/area and FDR participate in AEP and 1/1 readiness activities?	YES/NO/NA
2.4.3	Has the business owner/area and FDR conducted 1/1 readiness activities to ensure all records, data and pertinent information related to the support of Anthem's Medicare business is available and accessible for the new plan benefit year.	YES/NO/NA
2.4.4	If yes, please select the audit readiness activities conducted.	Mock universe pull; Sample pull; Review of policies & procedures; Review of CMS audit protocols; Other
2.5	Anthem Business Owner Confirmation	
2.5.1	I am confirming that all information provided above is truthful and accurate as it pertains to business owner oversight of this FDR...	
2.5.2	Name(s)	enter name
2.5.3	Title(s)	enter title
2.5.4	Date of Completion	enter date
2.5.5	Name of Manager	enter name
2.5.6	Name of ELT Leader	enter name
2.5.7	Thank you for completing the business owner section of the FDR Monitoring Report survey. The FDR representative associated with this FDR will receive an email to log-in to the Ariba system and use the same process to complete the FDR section of the FDR Monitoring Report. The FDR Oversight Team will review this survey once both sections are submitted. If compliance issues or follow-up items require corrective actions for this FDR an email notice will be sent to the business owner and FDR Representative. The email notice will provide access to the FDR Remediation survey. The business owner will be required to work with their FDR to complete the survey and respond to each compliance issue and corrective action required to demonstrate compliance for all issues identified.	

Offshore Subcontract Attestation

2020 OFFSHORE SUBCONTRACT INFORMATION AND ATTESTATION

A. Please provide the following offshore subcontracting information:

Part I. Medicare Advantage Organization (MAO) or Prescription Drug Plan (PDP) Information

1. Is this an update of a previously submitted offshore subcontractor attestation?

☐ Yes
☐ No

2. Check boxes to identify applicable MA or PDP sponsor contracts.

- ☐ H0544 – BLUE CROSS OF CALIFORNIA (HMO)
- ☐ H1607 – ANTHEM INSURANCE COMPANIES, INC. (LPPO)
- ☐ H1894 – AMERIGROUP WASHINGTON, INC. (HMO)
- ☐ H1947 – COMMUNITY CARE HEALTH PLAN OF LOUISIANA, INC. (HMO)
- ☐ H2593 – AMERIGROUP TEXAS, INC. (HMO)
- ☐ H2836 – ANTHEM HEALTH PLANS, INC. (LPPO)
- ☐ H3240 – AMERIGROUP NEW JERSEY, INC. (HMO)
- ☐ H3342 – EMPIRE HEALTHCHOICE ASSURANCE, INC. (LPPO)
- ☐ H3447 – HEALTHKEEPERS, INC. (HMO)
- ☐ H3536 – MATTHEW THORNTON HEALTH PLAN, INC. (HMO)
- ☐ H3655 – COMMUNITY INSURANCE COMPANY (HMO)
- ☐ H4036 – ANTHEM INSURANCE COMPANIES, INC. (LPPO)
- ☐ H4346 – HMO COLORADO, INC. (HMO)
- ☐ H4909 – ANTHEM INSURANCE COMPANIES, INC. (LPPO)
- ☐ H5422 – BLUE CROSS BLUE SHIELD HEALTHCARE PLAN OF GEORGIA, INC. (HMO)
- ☐ H5471 – SIMPLY HEALTHCARE PLANS, INC. (HMO)
- ☐ H5746 – AMERIGROUP COMMUNITY CARE OF NEW MEXICO, INC. (HMO)
- ☐ H5854 – ANTHEM HEALTH PLANS, INC. (HMO)
- ☐ H6229 – BLUE CROSS OF CALIFORNIA PARTNERSHIP PLAN, INC. (MMP)
- ☐ H6786 – ANTHEM HEALTH PLANS OF MAINE, INC. (LPPO)
- ☐ H7728 – ANTHEM HEALTH PLANS OF NEW HAMPSHIRE, INC. (LPPO)
- ☐ H8432 – EMPIRE HEALTHCHOICE HMO, INC. (HMO)
- ☐ H8552 – ANTHEM BLUE CROSS LIFE AND HEALTH INSURANCE CO. (LPPO)
- ☐ H8786 – AMERIGROUP TEXAS, INC. (MMP)
- ☐ H9065 – AMH HEALTH, LLC (HMO)
- ☐ H9525 – COMPCARE HEALTH SERVICES INSURANCE CORPORATION (HMO)
- ☐ R4487 – ANTHEM INSURANCE COMPANIES, INC. (RPPO)
- ☐ R5941 – ANTHEM INSURANCE COMPANIES, INC. (RPPO)
- ☐ S5596 – ANTHEM INSURANCE COMPANIES, INC. (PDP)
- ☐ S5726 – BLUE CROSS BLUE SHIELD OF KANSAS (PDP)
- ☐ S5960 – UNICARE LIFE AND HEALTH INSURANCE COMPANY (PDP)
- ☐ S8182 – AMERIGROUP INSURANCE COMPANY (PDP)

Part II. Offshore Subcontractor Information

1. Provide full offshore subcontractor name:
2. Provide offshore subcontractor country or countries:
3. Provide offshore subcontractor address. If more than one address, provide no more than three:
4. If subcontractor is a downstream or related entity not directly contracted with Anthem, identify the Anthem subcontractor with whom entity is contracted:
5. Describe offshore subcontractor functions:
6. State proposed or actual effective date for offshore subcontract. This must be the date the Master Service Agreement was executed:

Offshore Subcontract Attestation

2020 OFFSHORE SUBCONTRACT INFORMATION AND ATTESTATION

Part III. Precautions for Protected Health Information (PHI)

1. Briefly describe the PHI that will be provided to the offshore subcontractor. Limit response to 250 characters including spaces.
2. Discuss why providing PHI is necessary to accomplish the offshore subcontractor's objectives.
3. Describe alternatives considered to avoid providing PHI, and why each alternative was rejected.

B. CMS requests the MAO or PDP sponsor to complete, sign, and return the following attestation:

Part I. Attestation of Safeguards to Protect Beneficiary Information in the Offshore Subcontract

	Yes or No	Attestation
I.1.		Offshore subcontracting arrangement has policies and procedures in place to ensure that PHI and other personal information remains secure.
I.2.		Offshore subcontracting arrangement prohibits subcontractor's access to data not associated with the sponsor's contracts.
I.3.		Offshore subcontracting arrangement has policies and procedures in place that allow for immediate termination of the subcontract upon discovery of a significant security breach.
I.4.		Offshore subcontracting arrangement includes all required Medicare Part C and D language (e.g., record retention requirements, compliance with all Medicare Part C and D requirements, etc.)

Part II. Attestation of Audit Requirements to Ensure Protection of PHI

	Yes or No	Attestation
II.1.		Organization will conduct an annual audit of the offshore subcontractor
II.2.		Audit results will be used by the Organization to evaluate the continuation of its relationship with the offshore subcontractor.
II.3.		Organization agrees to share offshore subcontractor's audit results with CMS, upon request.

DELEGATED ENTITY REPRESENTATIVE: ANTHEM REPRESENTATIVE:

SIGNATURE

SIGNATURE

PRINTED NAME

PRINTED NAME

TITLE

TITLE

DATE

DATE

Policy and Procedure SAMPLE TEMPLATES

OIG/GSA Federal Exclusion Policy and Procedure Sample

<ORGANIZATION NAME – **OIG AND GSA (SAM) EXCLUSION SCREENING POLICY AND PROCEDURE SAMPLE LANGUAGE**>

POLICY & PROCEDURE TITLE: OIG and GSA (SAM) Exclusion Screenings	POLICY #: <INSERT #/Policy and Procedure identification>
DEPARTMENT: <Compliance/Other according to your organizations' established process>	ORIGINAL EFFECTIVE DATE: <insert the Policy and Procedure effective date MM/DD/YYYY>
LINE OF BUSINESS: <Medicare/other>	LAST REVIEWED/APPROVAL DATE: <insert the last date Policy and Procedure was reviewed. Note: P&Ps should be reviewed at least annually. MM/DD/YYYY>
APPROVED BY: <insert the name of the approver. Finalized Policy and Procedures must be signed>	EFFECTIVE DATE: <insert the date when last Policy and Procedure updates became effective MM/DD/YYYY>

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- I. POLICY
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- V. ACRONYMS/DEFINITIONS
- VI. EXCEPTIONS
- VII. OTHER
- VIII. HISTORY LOG

I. POLICY

To ensure all employees who work directly on MA, PDP or MAPD related business including temporary employees, interns, volunteers, consultants, governing body members, FDR, sub-contractors (downstream) are not included on either the Office of Inspector General (OIG) and General Services Administration (GSA) System for Award Management (SAM) List of Parties Excluded from Federal Programs.

All individuals/entities who work directly on MA, PDP or MAPD related business are screened against both the OIG listing and the GSA (SAM) listing prior to hire (contracting) and at least monthly thereafter. Any individual or entity found on either exclusion listing will not be offered a position and/or hired directly related to MA, PDP, or MAPD business. Any individual/entity found on either exclusion listing the individual/entity will be immediately removed from all MA, PDP, or MAPD business and the appropriate Plan Sponsor will be notified of the finding.

Policy and Procedure SAMPLE TEMPLATES

OIG/GSA Federal Exclusion Policy and Procedure Sample

Documentation to support employee screenings against the OIG listing and GSA listing prior to hire (contracting) and monthly thereafter will be maintained for a minimum of 10 years.

OIG Exclusion List screenings to be conducted through the Online Searchable Exclusions Database at <http://exclusions.oig.hhs.gov> GSA (SAM) Exclusion List screenings to be conducted through the Online Searchable Exclusion Database at <https://www.sam.gov>

II. PROCEDURE

<Describe in this section the process follow by your organization to conduct OIG and GSA prior-to-hire and monthly thereafter screening, including the process to retain evidence of screenings being conducted>.

III. REFERENCES

Prescription Drug Benefit Manual Chapter 9 & Medicare Managed Care Manual Chapter 21 Section 50.6.8 [42 C.F.R. §§ 422.503(b)(4)(vi)(F)]

IV. ROLES & RESPONSIBILITIES

<Identify the responsible parties/departments from the organization including their responsibilities and roles in this process>

V. ACRONYMS/DEFINITIONS

VI. EXCEPTIONS

VII. OTHER

VIII. HISTORY LOG

Approval Date	Description of Changes

THE INFORMATION CONTAINED IN THIS DOCUMENT IS ANTHEM, INC.'S AND ITS COMMONLY OWNED AND CONTROLLED AFFILIATES' CONFIDENTIAL AND PROPRIETARY INFORMATION AND/OR TRADE SECRETS. INFORMATION CONTAINED IN THIS DOCUMENT MAY NOT BE PUBLICLY DISCLOSED OR USED FOR ANY OTHER PURPOSE WITHOUT ANTHEM'S WRITTEN CONSENT.

Policy and Procedure SAMPLE TEMPLATES

Record Retention P&P

<ORGANIZATION NAME – **RECORD RETENTION POLICY AND PROCEDURE SAMPLE LANGUAGE**>

POLICY & PROCEDURE TITLE: Record Retention	POLICY #: <INSERT #/Policy and Procedure identification>
DEPARTMENT: <Compliance/Other according to your organizations' established process>	ORIGINAL EFFECTIVE DATE: <insert the Policy and Procedure effective date MM/DD/YYYY>
LINE OF BUSINESS: <Medicare/other>	LAST REVIEWED/APPROVAL DATE: <insert the last date Policy and Procedure was reviewed. Note: P&Ps should be reviewed at least annually. MM/DD/YYYY>
APPROVED BY: <insert the name of the approver. Finalized Policy and Procedures must be signed>	EFFECTIVE DATE: <insert the date when last Policy and Procedure updates became effective MM/DD/YYYY>

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I. POLICY

All documentation involving transactions related to MA, PDP or MAPD contract including but not limited to books, contracts, medical records, patient care documentation, subcontractors (downstreams) is retained at minimum ten (10) years from the final date of the contract period or from the date of the completion of any audit, or for such longer period provided for in 42 CFR §422.504(e) (4) or other applicable law, whichever is later.

II. PROCEDURE

<Describe in this section the process follow by your organization for record retention>

III. REFERENCES

Prescription Drug Benefit Manual Chapter 9 & Medicare Managed Care Manual Chapter 21 Section 50.3.2 [42 C.F.R. §§ 422.504(e)]

IV. ROLES & RESPONSIBILITIES

<Identify the responsible parties/departments from the organization including their responsibilities and roles in this process>

V. ACRONYMS/DEFINITIONS

VI. EXCEPTIONS

VII. OTHER

VIII. HISTORY LOG

Approval Date	Description of Changes

Disciplinary Actions Information Request Form

FDR DISCIPLINARY ACTIONS INFORMATION REQUEST FORM

This form is intended to solicit detail regarding incidents of disciplinary actions received by the FDR, FDR employees, and/or FDR's downstream entities for violations of standards of conduct, non-compliance with Medicare requirements and/or incidences of fraud, waste or abuse as reported on the FDR Annual Monitoring Report reported to Anthem during the monitoring cycle under review (Question 3.11.17). Please complete the information below for each incident and return to FDR Shared Mailbox: FDRSharedMailbox@anthem.com

FDR Name:

Date of Incident:	
Date reported to Anthem:	
Location incident occurred:	
Employee(s) involved:	
Description of incident:	
How violation was reported:	
Disciplinary action taken:	
Date disciplinary action taken:	
Actions taken to avoid recurrence:	

Date of Incident:	
Date reported to Anthem:	
Location incident occurred:	
Employee(s) involved:	
Description of incident:	
How violation was reported:	
Disciplinary action taken:	
Date disciplinary action taken:	
Actions taken to avoid recurrence:	

Date of Incident:	
Date reported to Anthem:	
Location incident occurred:	
Employee(s) involved:	
Description of incident:	
How violation was reported:	
Disciplinary action taken:	
Date disciplinary action taken:	
Actions taken to avoid recurrence:	

FDR Oversight Assessment

Audit readiness is an important part of Anthem's commitment to compliance. As an Anthem FDR, we want to ensure you are prepared for regulatory audits. Below are just a few questions to consider when thinking through audit readiness:

- ☐ Am I current with Anthem's FDR monitoring and auditing requests? Are all noted compliance issues fully addressed and remediated?
- ☐ Do my policies and procedures supporting FDR Compliance requirements accurately reflect processes to meet CMS laws/ regulations? Has appropriate staff been trained on Policies and Procedures (P&Ps)? Are P&Ps up to date and reviewed at least annually? Are P&Ps being monitored for compliance?
- ☐ Do I provide Claims and/or utilization management services on Anthem's behalf? If so, am I familiar with CMS' audit protocols and universe requests for claims and UM? Would I be able to pull appropriate data for the universe request and provide to Anthem within the required timeframe?
- ☐ Do our employees know who Anthem's Medicare Compliance Officer is now and how to reach out to her (hint: refer to Anthem's Methods of Reporting Compliance/FWA issues section of this tool kit)
- ☐ What about downstream entities, if applicable? Can these questions be appropriately answered by each of your downstream? Have contacts been identified for each?

Remember, audits may be performed by CMS, the office of Inspector General (OIG), or federally contracted vendors. In the event your organization is included in a CMS or other regulator audit, Anthem's Medicare Compliance will work with you to coordinate all meetings and submission of audit materials consistent with CMS audit protocols and processes. You will be required to comply and provide documentation timely, and we will be available to support you through the audit process!

Additional Audit Resources:

- **CMS Audit Protocols: <https://www.cms.gov/Medicare/Compliance-and-Audits/Part-C-and-Part-D-Compliance-and-Audits/ProgramAudits.html>**
- **Medicare Managed Care Manual, Chapter 21 and Prescription Drug Benefit Manual Chapter 9: www.cms.gov/Regulations-and-Guidance/Manuals/Downloads/mc86c21.pdf**

Anthem's Medicare FDR Oversight – Training and Education

Kick-Off Packet

- Packet of documentation and tools to aid FDRs in compliance and oversight requirements.
- Includes Anthem's Standards of Ethical Business Conduct, Anthem's Medicare Compliance Plan and FDR Oversight Tool Kit.

FDR Newsletter

- Quarterly electronic distribution to all Anthem Business Owners and FDRs.
- Content includes compliance information, updates to requirements, helpful tips and examples.

Business Owner/ FDR Training

- Periodic meeting with open invitation to Anthem Business Owners and FDRs
- Used to provide education, training and answer oversight questions.

Monthly FDR Oversight Clinic

- Monthly meeting with open invitation to Anthem Business Owners and FDRs.
- Used to provide education, training, and answer oversight questions.

Anthem's Medicare FDR Oversight – Training and Education

Distribution Schedule –

- To all FDRs at the start of a new year.
- During FDR Oversight Program onboarding.
- Included attached to the annual in the FDR Monitoring Survey in Ariba.
- When new documentation is issued by Anthem (*i.e. Compliance Plan, etc.*)

Includes –

- Anthem's Standards of Ethical Business Conduct (SOEBC)
- Anthem's Medicare Compliance Plan
- FDR Oversight Guide & "Tools you Can Use" Kit.



Anthem's Medicare FDR Oversight – Training and Education

Newsletter Quarterly Distribution

- FDRs and internal business owners receive electronically on a quarterly basis.
- Educates stakeholders on key compliance updates to requirements and processes
- Features multiple articles, external links, and includes methods of reporting compliance issues.



Anthem
FDR Newsletter
A Quarterly Guide to FDR Compliance

Anthem's **F**irst-tier, **D**ownstream and **R**elated Entities

December 2019 (Q4)

Reset the New Year with a Review of the Seven Elements of an Effective Compliance Program

Organizations who contract with the Centers for Medicare and Medicaid (CMS) to offer Medicare Advantage (MA) and Medicare Prescription Drug Plans (PDP), such as Anthem and its affiliated plans, are called Plan Sponsors and are required to develop and implement an effective compliance program. These program requirements also impact Anthem FDRs. This article will discuss the compliance program requirements implemented by Anthem and how they impact our FDRs.

Anthem and its FDRs compliance program is put into place to prevent, detect and correct Part C or D program non-compliance as well as Fraud, Waste and Abuse (FWA). The compliance program includes a set of core requirements, commonly referred to as the *Seven Elements of an Effective Compliance Program*. CMS requires an effective program to be fully implemented and sufficiently staffed.

So let's reset and review:

Seven Elements of an Effective Compliance Program

Helpful Compliance Links...

To review regulatory references to monitoring requirements:

- [CMS Medicare Managed Care Manual Ch. 11](#)
- [Medicare Managed Care Manual Ch. 21 & Prescription Drug Benefit Manual Ch. 9](#)

Important Numbers:

- **Fraud Hotline:**
1-866-847-8247
- **Ethics & Compliance Helpline:**
1-877-725-2702

Procedures and Standards of Conduct

are required to have written policies, procedures and standards of conduct in place. These documents must (i) describe the organization's commitment to comply with all applicable Federal and State standards; (ii) describe compliance requirements embodied in the standards of conduct; (iii) describe the operation of the compliance program; (iv) provide guidance to employees and others on how to deal with and report suspected or reported compliance issues; (v) describe how compliance issues are investigated and resolved; and (vi) describe how non-intimidation and non-retaliation for good faith reporting in the compliance program (i.e. reporting suspected compliance issues).

Continues on next page



Anthem
FDR Newsletter
A Quarterly Guide to FDR Compliance

Anthem's **F**irst-tier, **D**ownstream and **R**elated Entities

2020 Kickoff

Anthem's 2020 Medicare FDR Oversight Kickoff

Welcome to Anthem's 2020 Medicare First-tier, Downstream and Related entities (FDR) oversight kickoff! With a new year upon us, the Medicare FDR Oversight Team wants to ensure you have all the necessary tools and documents to make 2020 a success for FDR oversight. Below you will find a description of the documentation and tools included in our 2020 Kickoff packet. If you have any questions regarding this information, please reach out to us at FDRSharedMailbox@anthem.com. We hope you have a great 2020!

Anthem's Standards of Ethical Business Conduct & Ethics and Compliance Plan with Medicare Addendum

Compliance is everyone's responsibility, and it is Anthem's job to communicate this critical message to our FDRs. We want to ensure everyone supporting Anthem Medicare members is aware of both our general principles and values when it comes to conducting business, as well as, more detailed policies regarding our Medicare Compliance Program. One of the ways we communicate this message is through Anthem's Standards of Ethical Business Conduct (SOEBC) and Anthem's Ethics and Compliance Plan.

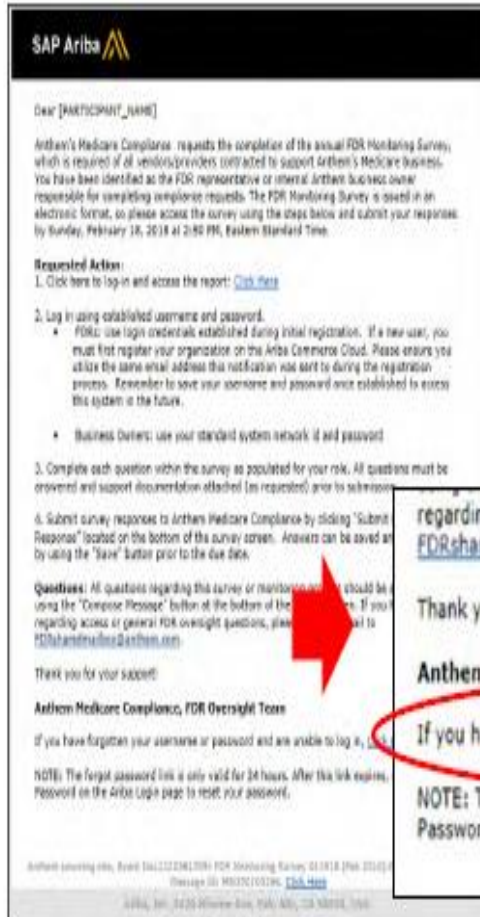
- The **SOEBC** provides guidance on Anthem's commitment to and expectation of our FDRs to conduct business in an ethical and compliant manner.
- The **Ethics & Compliance Plan with Medicare Addendum** sets forth the principles, policies and procedures on how Anthem's associates, and our FDRs, are required to conduct business and themselves. Anthem's Ethics & Compliance Plan supports a culture of ethics and compliance and continuous improvement through an infrastructure that effectively prevents, detects, and resolves issues and noncompliant conduct. It provides the knowledge and tools associates need to perform their jobs in a compliant manner, identify potential compliance issues, and report suspected or known non-compliance, as well as fraud, waste and abuse. The Medicare Compliance Plan Addendum attached to the Ethics & Compliance Plan provides additional detail and requirements specific to Anthem's Medicare business.

While it is Anthem's responsibility to communicate compliance expectations to our FDRs, it is the responsibility of our FDRs to ensure this information is provided to their employees. FDRs must use Anthem's SOEBC and Ethics & Compliance Plan with Medicare Addendum to ensure employees are aware of compliance expectations and requirements. However, FDRs may also choose to use comparable standards of conduct and compliance policies of their own.

Continues on next page



Ariba System – New User Access & Getting Help



Step 1

If you do not know your username or password or have forgotten it, use the link at the bottom of the invitation email to access the Ariba Cloud.

regarding access or general FDR oversight questions, please send an email to FDRsharedmailbox@anthem.com.

Thank you for your support!

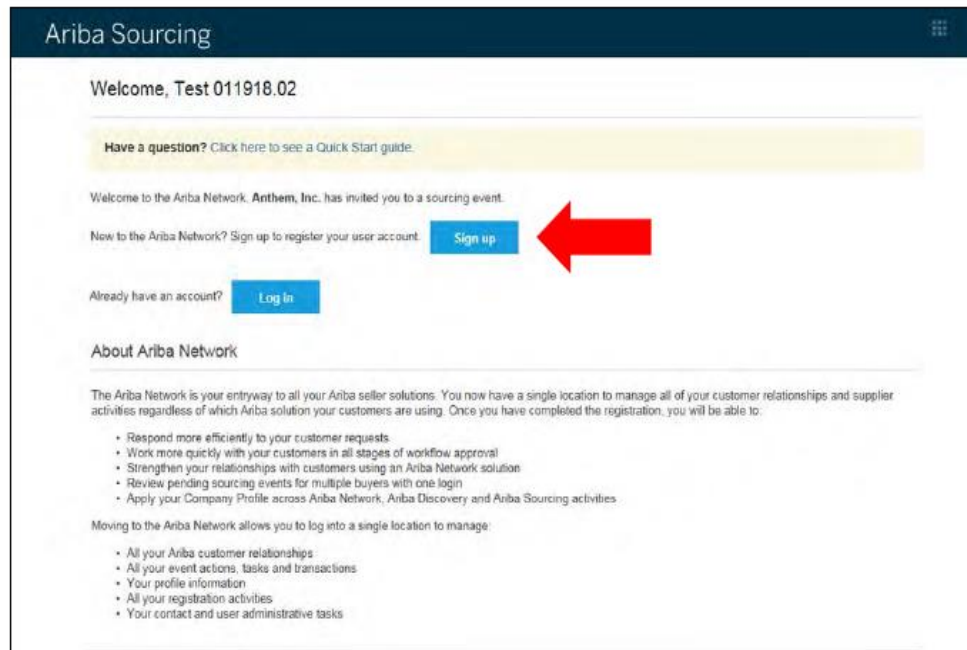
Anthem Medicare Compliance, FDR Oversight Team

If you have forgotten your username or password and are unable to log in, [Click Here](#).

NOTE: The forgot password link is only valid for 24 hours. After this link expires, click Forgot Password on the Ariba Login page to reset your password.

Step 2

If you are a new user, select "New to the Ariba Network? Sign up to register your account" Click on the **Sign up** button



Ariba System – New User Access & Getting Help (Continues)

Ariba Sourcing

Create account

First, create an SAP Ariba supplier account, then complete questionnaires required by Anthem, Inc.

Company information

Company Name: * Anthem Test Vendor 011918.02

Country: * United States [USA]

Address: * 1234 Main Street

Line 2

Line 3

City: * New York

User account information

Name: * Test 011918.02

Email: * aribacloud-test@anthem.com

☒ Use my email as my username

Username: * aribacloud-test@anthem.com

Password: *

Language: English

Email orders to: * aribacloud-test@anthem.com

Step 3 Your basic information will already populate the **Company information** section. Scroll down to **User account information** and create a password for your account and enter in the appropriate blanks.

Step 4

Once done, scroll to the bottom, accept the Terms of Service by checking the box and then click on the blue button **Create account and continue**. If you are simply a new user, you are done and can proceed to **Step 8**

Aniba will make your company profile, which includes the basic company information, available for new business opportunities to other companies. If you want to hide your company profile, you can do so anytime by editing the profile visibility settings on the Company Profile page after you have finished your registration.

By clicking the Create account and continue button, you expressly acknowledge and give consent to Aniba for your data entered into this system to be transferred outside the European Union, Russian Federation or other jurisdiction where you are located to Aniba and the computer systems on which the Aniba services are hosted (located in various data centers globally), in accordance with the Aniba Privacy Statement, the Terms of Use, and applicable law.

You have the right to access and modify your personal data from within the application, by contacting the Aniba administrator within your organization or Aniba, Inc. This consent shall be in effect from the moment it has been granted and may be revoked by prior written notice to Aniba. If you are a Russian citizen residing within the Russian Federation, You also expressly confirm that any of your personal data entered or modified in the system has previously been captured by your organization in a separate data repository residing within the Russian Federation.

☒ I have read and agree to the Terms of Use and the Aniba Privacy Statement

Create account and continue Cancel

Step 5

If you are a Company that is just creating their account for the first time, you will see a web page asking you to create **Required Profile Fields**. Simply click on the button to **Go to Company Profile**.

Ariba Sourcing

Company Settings Test 011918.02 Help

Required Profile Fields

Your customer has requested that you complete the following information before they conduct business with you. Click Go to Company Profile and complete the required fields. After you provide the requested information, you can begin participating.

Required Profile Fields From Anthem

Customer Requested Fields

Go to Company Profile

Ariba System – New User Access & Getting Help (Continues)

Ariba Sourcing

Create account

First, create an SAP Ariba supplier account, then complete questionnaires required by Anthem, Inc.

Company information

* Indicates a required field

Company Name: * Anthem Test Vendor 011918.02

Country: * United States [USA]

Address: * 1234 Main Street

Line 2

Line 3

City: * New York

User account information

Name: * Test 011918.02

Email: * aribacloud-test@anthem.com

☒ Use my email as my username

Username: * aribacloud-test@anthem.com

Password: *

Language: English

Email orders to: * aribacloud-test@anthem.com

Step 3 Your basic information will already populate the **Company information** section. Scroll down to **User account information** and create a password for your account and enter in the appropriate blanks.

Step 4

Once done, scroll to the bottom, accept the Terms of Service by checking the box and then click on the blue button **Create account and continue**. If you are simply a new user, you are done and can proceed to **Step 8**

Ariba will make your company profile, which includes the basic company information, available for new business opportunities to other companies. If you want to hide your company profile, you can do so anytime by editing the profile visibility settings on the Company Profile page after you have finished your registration.

By clicking the Create account and continue button, you expressly acknowledge and give consent to Ariba for your data entered into this system to be transferred outside the European Union, Russian Federation or other jurisdiction where you are located to Ariba and the computer systems on which the Ariba services are hosted (located in various data centers globally), in accordance with the Ariba Privacy Statement, the Terms of Use, and applicable law.

You have the right to access and modify your personal data from within the application, by contacting the Ariba administrator within your organization or Ariba, Inc. This consent shall be in effect from the moment it has been granted and may be revoked by prior written notice to Ariba. If you are a Russian citizen residing within the Russian Federation, you also expressly confirm that any of your personal data entered or modified in the system has previously been captured by your organization in a separate data repository residing within the Russian Federation.

☒ I have read and agree to the Terms of Use and the Ariba Privacy Statement

Create account and continue Cancel

Step 5

If you are a Company that is just creating their account for the first time, you will see a web page asking you to create **Required Profile Fields**. Simply click on the button to **Go to Company Profile**.

Ariba Sourcing

Required Profile Fields

Your customer has requested that you complete the following information before they conduct business with you. Click Go to Company Profile and complete the required fields. After you provide the requested information, you can begin participating.

Required Profile Fields From Anthem

Customer Requested Fields

Go to Company Profile

Ariba System – New User Access & Getting Help (Continues)

Step 6

A new window will pop-up with some additional fields requested by Anthem. Enter the information and click the blue Submit button. The system will display a green across the page indicating that you have successfully submitted the changes. **NOTE: The pop-up remains even after you have submitted the information. You must close it by clicking on the "X" in the upper right hand corner.**

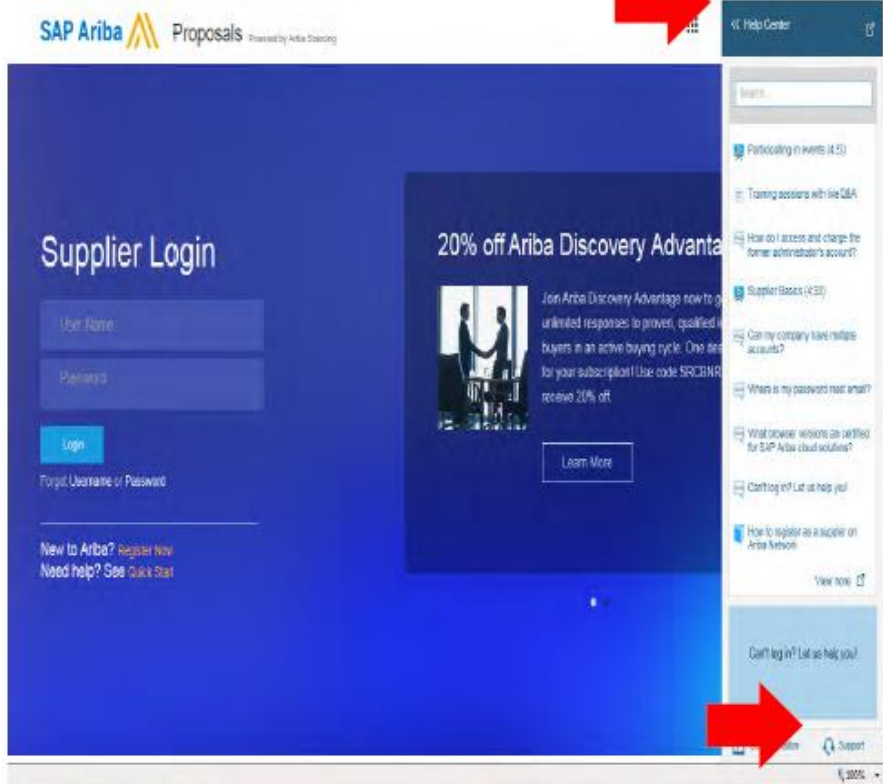
Step 7 On the Company Profile window, manually close the profile page by clicking the Close button. **NOTE: Even though you have just submitted the required profile information, the page will still show the profile is incomplete until it is received and accepted by Anthem.**

Step 8

You will be directed to the Events page and you should see the survey listed under Open events. Click on the title and the survey should open. You will now be able to review the questions and submit your response.

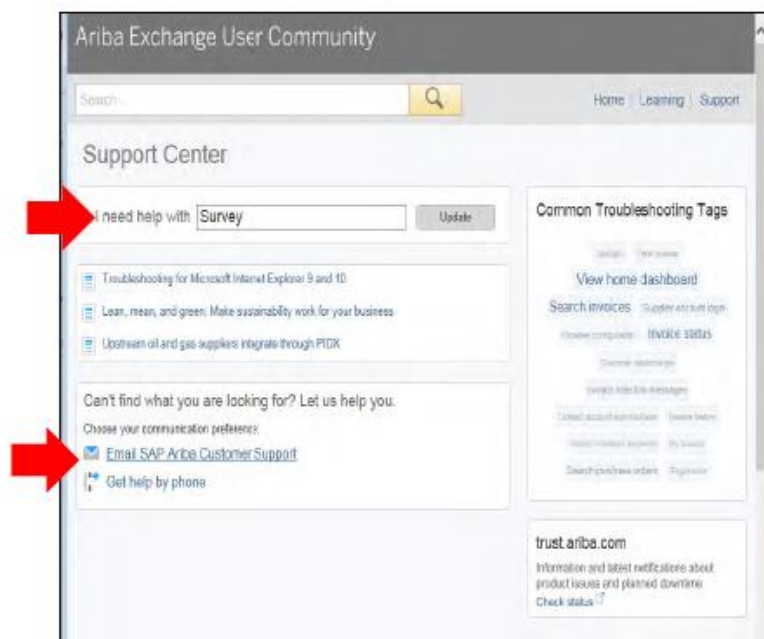
Ariba System – New User Access & Getting Help (Continues)

GETTING HELP IN ARIBA



You may access Ariba Support from initial logon screen or from within your account by going to Help Center and clicking on the Support icon in the lower right-hand corner


Indicate what sort of help you need and the system will display some related knowledge articles and also show the links for two avenues for support, Email and Phone Support. **(Note: if you are already logged into your account, you will also be shown a third option for Live Chat.)**



Ariba System – New User Access & Getting Help (Continues)

Once you click on **Get help by phone**, a web form will popup asking for additional information. Fill in the form and click the **Submit** button the next available Support Specialist will call you at the number you have indicated.

SAP Ariba Phone Support

 Provide the following information, and the next available specialist will call you.

Note: In 2018, SAP Ariba phone support will only be accessible via the online Help Center within your account. Familiarize yourself with this new process by completing this phone support request. Once submitted, you will be called by the next available specialist.
[Show phone numbers instead.](#)

Problem Description

Short Description: *

Contact Information

First Name: *

Last Name: *

Company: *

Email: *

Phone: * Country:

Country Code: Number: Extension:

Confirm Number:

Ariba Network ID:


You expressly agree and understand that your data entered into this system will be transferred to Ariba, Inc. and the Ariba hosted computer systems (currently located primarily in the U.S.), in accordance with the Ariba Privacy Statement and applicable law.

* Required Fields

Anthem FDR Audit Readiness

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Confidential Reporting

You can easily and confidentially report a known or suspected violation by:

- Calling the HelpLine at **877.725.2702**
- Using the HelpLine online tool: www.anthemethicshelpline.com
- Sending an email to ethicsandcompliance@anthem.com
- Calling the Medicare Compliance Officer, Michelle Turano at 813-830-6984
- Calling the Chief Ethics Officer, Michelle Nader at 513-336-2703

Anthem enforces a **strict** policy of non-retaliation:

- Retaliation against anyone who reports a compliance issue in good faith is **strictly prohibited**, including reports made by contracted vendors (first tier, downstream and related entities).
- If you see retaliation or believe that retaliation has occurred, you **must** report it.

Anthem



Questions? Please send us an email: FDRSharedMailbox@anthem.com