

FDR OVERSIGHT

SUPPORT TOOLS YOU CAN USE!

Policy and Procedure Templates

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FIRST TIER, DOWNSTREAM AND RELATED ENTITIES (FDR) POLICY AND PROCEDURE SAMPLES

Policy and Procedure Title: OIG and GSA (SAM) Exclusion Screenings

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)]

SAMPLE POLICY LANGUAGE

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 (downstreams) 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.

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>

FIRST TIER, DOWNSTREAM AND RELATED ENTITIES (FDR)
POLICY AND PROCEDURE SAMPLES

Policy and Procedure Title: General Compliance and Fraud, Waste and Abuse (FWA) Training

References: Prescription Drug Benefit Manual Chapter 9 & Medicare Managed Care Manual Chapter 21 Section 50.3.2 [42 C.F.R. §§ 422.503(b)(4)(vi)(C) & 42.C.F.R. §§ 423.504(b)(4)(vi)(C)]

SAMPLE POLICY LANGUAGE

To ensure all employees who work directly on MA, PDP or MAPD related business including temporary employees, interns, volunteers, consultants, sub-contractors, (downstreams) receive General Compliance and Fraud, Waste and Abuse (FWA) Training upon initial hire/contracting (within 90 days) and annually thereafter.

Employee General Compliance and FWA training will include unmodified content from the Center of Medicare and Medicaid Services (CMS) Medicare Learning Network (MLN).

Employee General Compliance and FWA training documentation will be retained for a period of at least 10 years to support initial (within 90 days) and annual training on FWA topics occurred for all employees who work directly on MA, PDP or MAPD related business. Documentation will consist of copies of FWA training materials to include but not limited to the following:

- Current employee listing including hire/contracting dates
- Method of Training Documentation (Evidence)
 - Certificate of Employee FWA Training Completion
 - Snapshot of employee's training web portal page showing FWA training completion
 - Employee Signed/Dated FWA Training Completion Certificate

FIRST TIER, DOWNSTREAM AND RELATED ENTITIES (FDR)
POLICY AND PROCEDURE SAMPLES

Policy and Procedure Title: Record Retention

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

SAMPLE POLICY LANGUAGE

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.

2016 OFFSHORE SUBCONTRACT INFORMATION AND ATTESTATION

A. Please provide the following offshore subcontracting information:

Part I. Medicare Part C Organization and Part D Plan Sponsor Information

1. Is this an update of a previously submitted offshore subcontractor attestation?
 Yes
 No
2. Identify CareMore MAPD or MMP sponsor contracts or prospective contracts by checking the applicable boxes.
 H0544 – CAREMORE HEALTH PLAN (HMO)
 H2593 – CAREMORE HEALTH PLAN OF ARIZONA, INC. (HMO)
 H4346 – CAREMORE HEALTH PLAN OF NEVADA (HMO)
 H6229 – BLUE CROSS OF CALIFORNIA PARTNERSHIP PLAN, INC. (MMP)

Part II. Offshore Subcontractor Information

1. Provide full offshore subcontractor name (spell out acronyms):
2. Provide offshore subcontractor country or countries:
3. Provide offshore subcontractor address or addresses:
4. If subcontractor is a downstream or related entity not directly contracted with CareMore, identify the CareMore subcontractor with whom entity is contracted:
5. Describe offshore subcontractor functions (narrative discussion):
6. State proposed or actual effective date for offshore subcontract (Note: This must be the actual contract effective date – not the date that work commenced.):
7. Term of offshore subcontract, i.e. contract termination/renewal date:

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:

2016 OFFSHORE SUBCONTRACT INFORMATION AND ATTESTATION

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.

FDR REPRESENTATIVE:

ANTHEM BUSINESS OWNER:

SIGNATURE

SIGNATURE

PRINTED NAME

PRINTED NAME

TITLE

TITLE

DATE

DATE



FDR General Compliance and Fraud, Waste and Abuse (FWA) Training Attestation

I hereby certify that I am an authorized representative of the FDR named below and have confirmed the following representations are accurate and true, based upon current information and reasonable belief, for those employees supporting Anthem and its affiliates' Medicare Advantage plans, Medicare Advantage Prescription Drug Benefit, and/or Medicare-Medicaid Program (MMP) business.

- The FDR complies with all Centers for Medicare and Medicaid Services (CMS) Compliance and FWA Training requirements, including ensuring all employees supporting Anthem and its affiliates' Medicare Advantage plans, Medicare Advantage Prescription Drug Benefit, and/or Medicare-Medicaid Program (MMP) business receive both General Compliance and FWA Training within 90 days of hire and annually thereafter.
- The FDR maintains supporting documentation for a period of 10 years after training completion for all employees supporting Anthem and its affiliates' Medicare Advantage plans, Medicare Advantage Prescription Drug Benefit, and/or Medicare-Medicaid Program (MMP) business, and can furnish the documentation upon request.
- The FDR utilizes the General Compliance and FWA Training content issued by CMS via the CMS Medicare Learning Network (MLN) to provide General Compliance and FWA Training to all employees per CMS requirements. The FDR utilizes the following method:
 - General compliance and/or FWA training is completed using the web-based modules located on the CMS MLN.
 - The content of the CMS standardized training modules is downloaded and incorporated from the CMS MLN into our organizations' existing compliance and FWA training materials/systems. The training content from CMS was not modified by the FDR.

FDR Name: _____

Name of Authorized Representative: _____

Title of Authorized Representative: _____

Signature of Authorized Representative: _____

Signature Date: _____



FDR Disciplinary Actions Information Request Form

This form is intended to solicit additional detail regarding disciplinary actions received by the FDR or FDR employees 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 (Section 3.7). Please complete the information below for each incident and return to kimberly.fisher@caremore.com.

FDR Name:

Date of Incident:	
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:	
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:	
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:	
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:	

How Do I Report a Compliance Concern?

- Call the Anthem Helpline at [877.725.2702](tel:877.725.2702) (all compliance issues)
- Call the Anthem Fraud Hotline at [866.847.8947](tel:866.847.8947) (FWA issues related to Anthem)
- Email etlricsandcompliance@ro.Anthem.com (all compliance issues)
- Contact Anthem's Ethics & Compliance Department at P.O. Box 791, Indianapolis, IN 469206 (all compliance issues)
- Call the CareMore Medicare Director of Regulatory Affairs & Compliance, Tam Rossini (all compliance issues)
 - By Phone: [562.741.6686](tel:562.741.6686)
 - By Email: tam.rossini@caremore.com
 - By Mail: 12900 Park Plaza Dr suite 150, Cerritos CA 90703
- Call the Anthem Medicare Programs Compliance Officer, Sarah Lorange (all compliance issues)
 - By Phone: [303.764.7277](tel:303.764.7277)
 - By Email: MedicareComplOfficer@anthem.com
 - By Mail: 700 Broadway, Denver CO 80273
- Call or emailing your CareMore point of contact (all compliance issues)
- Call or emailing your Compliance Officer (Internal Compliance Officer/Contact)



FDR AUDIT READINESS

Audit readiness is an important part of CareMore's commitment to compliance. As an CareMore 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 CareMore'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 P&Ps? Are they up to date and reviewed at least annually? Are P&Ps monitored for compliance?
- Can our organization evidence or provide documentation to support compliance with Medicare program requirements (i.e. standards of conduct and compliance policies, general compliance and FWA training, federal exclusion screening, record retention, downstream oversight) in a timely manner? Could they be provided in 24 hours if necessary?
- Do I provide claims and/or utilization management services on CareMore'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 CareMore within the required timeframe?
- Do our employees know who CareMore/Anthem's Medicare Compliance Officer is and how to contact her? (hint: refer to the 'CareMore'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 downstreams? Have contacts been identified for each?

Remember, audits may be performed by CMS, the Office of the Inspector General (OIG), or federally contracted vendors. In the event your organization is included in a CMS or other regulatory audit, CareMore'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/Guidance/Manuals/Downloads/mc86c21.pdf

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 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 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 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 entity] by common ownership or control and 1. Performs some of the [Anthem] 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 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.

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

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, any and all contracts Vendor enters into with such subcontractors must name [INSERT NAME OF MA and/or PART D SPONSOR] in the contract and clearly delineate that [INSERT NAME OF MA and/or PART D SPONSOR] 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, 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.

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, notification that the 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.












- 17. Medicare Advantage and Medicare Prescription Drug Plan - Compliance Training, Education and Communications.** In accordance with, but not limited to 42 C.F.R. 422.503(b)(4)(vi)(C)&(D) and 42 C.F.R. 423.504(b)(4)(vi)(C)&(D) 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 participate in applicable compliance training, education and/or communications as reasonably requested by the Customer or its designee annually or as otherwise required by applicable law, and 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. Both parties agree that the Customer or its designee may make such compliance training, education and lines of communication available to Vendor in either electronic, paper or other reasonable medium. Vendor shall be 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 annually and as required to support a Customer or CMS audit. In addition, the training requirement set forth herein is not required for providers or suppliers who have met the fraud, waste and abuse certification requirements through enrollment into the Medicare program, as those providers and/or suppliers are deemed to have met that portion of the fraud waste and abuse training required by CMS.
- 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 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. A list of delegated activities and reporting responsibilities;
 - b. Arrangements for the revocation of delegated activities;
 - c. Notification that the performance of the contracted and subcontracted entities will be monitored by the Customer;


- 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.

2016 FDR Monitoring Survey <small>(excel version of Ariba survey)</small>		Response
#	Question	
1	<p>Overview: 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 affiliate s' 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. Please note references to "Anthem" throughout this form also include all Anthem affiliates. 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>	
1.1	What is your role, Anthem Business Owner or FDR representative?	Anthem Business Owner/ FDR Representative?
1.2	Please find the attached ZIP file containing FDR Oversight resources & reference documents	
2.1	Contractual	
2.1.1	When did FDR begin supporting Anthem Medicare business (start date)?	enter date
2.1.2	Please select the Anthem Medicare Market(s) the FDR supports (select all that apply):	AZ; CA; CO; CT; FL; GA; IN; KS; KY; MD; ME; MO; National; NH; NJ; NM; NV; NY; OH; TN; TX; VA; WA; WI
2.1.3	Please select the Anthem Medicare contract number the FDR supports (Select all that apply):	H0147 H0564 H1394 H1517 H1607 H1849 H2836 H3342 H3370 H3447 H3536 H3655 H4036 H4909 H5422 H5530 H5854 H6229 H6786 H7728 H8432 H8552 H9525 H9886 H9947 H9954 R5941 S5596 S5960 S5726 H1894 H3240 H5746 H5817 H7200 H8786 H0544 H2593 H4346 H5471
2.1.4	Please select the Anthem Medicare product(s) the FDR supports (select all that apply):	All; MMP; DSNP; PDP; MA; MAPD;
2.1.5	Is FDRs contract with Anthem current?	yes/no
2.1.6	Have any new agreements (e.g. statements of work, exhibits) or amendments pertaining to Anthem Medicare business been executed within the last year?	yes/no
2.1.7	Scope of services provided:	enter services provided
2.2	Corrective Action & CCC Issues	
2.2.1	Is FDR currently under any Medicare related corrective action required (CARs)?	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	<i>Regulatory references: 42 C.F.R. §§ 422.503(b)(4)(vi)(F), 423.504(b)(4)(vi)(F); PDBM and MMCM Ch. 9/21 50.6.6</i>	
2.3.2	Does the business owner/area monitor services provided on a periodic basis to ensure FDR is meeting CMS, contractual, and performance requirements?	yes/no
2.3.3	Is FDR currently meeting CMS, contractual, and performance requirements?	yes/no
2.3.4	What types of periodic reports/data is made available for the business owners/area to assess compliance with CMS, contractual, and performance requirements?	enter detail
2.3.5	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, enter detail
2.3.6	Please attach monitoring or performance metrics/reports used by the business owner/area for ongoing monitoring of FDR's services or compliance with CMS requirements. 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. Please include within the attached document a brief explanation of how the documentation demonstrates oversight and FDR's compliance with delegated functions.	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 audit readiness activities to ensure all records, data and pertinent information related to the support of Anthem's Medicare business is available and accessible in the event of a CMS audit?	yes/no
2.4.4	If yes, please select the audit readiness activities conducted.	Mock universe pull; Sample pulls; 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
4.1	<p>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.</p>	

2016 FDR Monitoring Survey <small>(excel version of Ariba survey)</small>		Anthem
#	Question	Response
3.1	FDR Primary Contact	
3.1.1	Name	enter name
3.1.2	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	Title	enter title
3.2.3	Address	enter address
3.2.4	Phone	enter phone #
3.2.5	Email	enter email
3.3	FDR Additional Email Contact(s)	
3.3.1	Email	enter email
3.3.2	Email	enter email
3.3.3	Email	enter email
3.3.4	Email	enter email
3.4	Locations & Offshore	
3.4.1	Please indicate the total number of locations/facilities where Medicare functions are performed on behalf of Anthem:	enter #
3.4.2	Are any of these 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	yes/no
3.4.3	If yes, please briefly explain what measures are in place to prevent privacy breaches from occurring for each 'hot spot' location.	if yes, provide detail
3.4.4	Does FDR have locations or subcontractors (downstream entities) located offshore (outside of U.S.) providing Medicare services to Anthem?	yes/no
3.4.5	If yes, do any offshore facilities have access to member protected health information (PHI)?	if yes, provide detail
3.4.6	If yes, has FDR worked with Anthem to complete an Offshore Attestation for each location?	yes/no
3.4.7	If yes, please attach a copy of the Offshore Attestation to demonstrate compliance with 3.4.6 above.	attach documentation
3.5	General Compliance Information	 
3.5.1	Regulatory references: 42 C.F.R. §§ 422.503(b)(4)(vi)(A), 423.504(b)(4)(vi)(A); PDBM and MMCM Ch. 9/21 50.1.1, 50.1.3	
3.5.2	Has FDR received Anthem's Standards of Ethical Business Conduct (SOEBC) and compliance policies and procedures (Compliance Plan) within the past year?	yes/no
3.5.3	Does FDR distribute, or make available, Anthem's SOEBC and compliance policies, or its own comparable standards of conduct and compliance policies to all staff supporting Anthem's Medicare business?	yes/no
3.5.4	Indicate the method used to distribute or make available standards of conduct and policies.	Web portal or link; Email; Handout; Fax Blast
3.5.5	Please attach documentation demonstrating compliance with 3.5.3 above. Documentation should clearly show the FDR distributes or makes available Anthem's SOEBC and Compliance Plan (or FDR's own comparable documents) to all associates supporting Anthem's Medicare business. Examples of this include screenshot of web portal (accessible to employees showing documents can be accessed), copy of email distribution (showing documents were distributed to all employees), scanned attestation verifying receipt of documents, etc.).	attach documentation
3.5.6	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
3.6	General Compliance and Fraud, Waste & Abuse (FWA) Training	    
3.6.1	Regulatory references: 42 C.F.R. §§ 422.503(b)(4)(vi)(C), 423.504(b)(4)(vi)(C); PDBM and MMCM Ch. 9/21 50.3.1, 50.3.2	
3.6.2	Does each FDR employee, supporting Anthem's Medicare business, complete General Compliance Training and FWA Training within 90 days of hire and annually thereafter?	yes/no/deemed provider
3.6.3	Indicate the method the FDR utilizes to issue General Compliance Training and FWA Training to employees?	CMS training modules via the CMS Medicare Learning Network System/ FDR's own training program which includes CMS training content downloaded or printed from the CMS Medicare Learning Network / Other
3.6.4	Is documentation retained for a minimum of 10 years to evidence FDR employees have completed General Compliance Training and FWA training as required?	yes/no
3.6.5	What type of documentation is retained to confirm staff completion of General Compliance Training and FWA training (select all that apply):	Electronic Certifications generated from CMS' MLN System; Completion Certifications from FDR's training program; Employee Attestations; Training Log; System Generated Report
3.6.6	Please attach documentation demonstrating compliance with 3.6.2 above. Documentation <u>must include</u> a current list of employees supporting Anthem's Medicare business work (including employee name and hire date), and one of the following: 1. Copies of each employee's Certificate of Completion for General Compliance Training and FWA Training generated from CMS' Medicare Learning Network System, or 2. The attached signed attestation confirming the FDR has completed the appropriate General Compliance Training and FWA training in accordance to CMS guidance.	attach documentation
3.6.7	Does FDR maintain policies and procedures compliant with General Compliance Training and FWA training requirements?	yes/no/deemed provider
3.7	Reporting Compliance or FWA Concerns	
3.7.1	Regulatory references: 42 C.F.R. §§ 422.503(b)(4)(vi)(D), 423.504(b)(4)(vi)(D); PDBM and MMCM Ch. 9/21 50.4.2	
3.7.2	Is FDR aware of the requirement to report compliance or FWA concerns to Anthem?	yes/no
3.7.3	Is FDR aware of available methods to report compliance or FWA concerns to Anthem?	yes/no
3.7.4	Is FDR aware of Anthem's non-retaliation policy for employees or FDRs who report potential violations?	yes/no
3.7.5	Has FDR communicated the requirement to report compliance/FWA concerns or suspected violations and the methods of reporting them to its employees, supporting Anthem's Medicare business?	yes/no
3.7.6	Has FDR or any of its employee(s) 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
3.7.7	If yes, please complete the complete the following for each incident:	-
3.7.8	Date of Incident	if applicable enter detail
3.7.9	Location incident occurred	if applicable enter detail
3.7.10	Employee(s) involved	if applicable enter detail
3.7.11	Description of incident	if applicable enter detail
3.7.12	How violation was reported	if applicable enter detail
3.7.13	Disciplinary action taken	if applicable enter detail
3.7.14	Date disciplinary action taken	if applicable enter detail
3.7.15	Actions taken to avoid recurrence	if applicable enter detail
3.8	OIG & GSA Federal Exclusions	
3.8.1	Regulatory references: The Act §1862(e)(1)(B), 42 C.F.R. §§ 422.503(b)(4)(vi)(F), 422.752(a)(8), 423.504(b)(4)(vi)(F), 423.752(a)(6), 1001.1901; PDBM and MMCM Ch. 9/21 50.4.2	
3.8.2	Anthem OIG-GSA Exclusion List Tracker attached for your reference:	
3.8.3	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
3.8.4	Does FDR maintain documentation for a minimum of 10 years of employee screenings against both the OIG and GSA(SAM) federal exclusion lists?	yes/no
3.8.5	Please attach documentation demonstrating compliance with 3.8.3 above. Documentation <u>must include</u> 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
3.8.6	Does FDR maintain policies and procedures compliant with federal screening (OIG/GSA) requirements, addressing screenings conducted prior to hire, monthly thereafter and immediate removal of excluded employees?	yes/no
3.9	Record Retention	
3.9.1	Regulatory references: 42 C.F.R. §§ 422.503(b)(4)(vi)(C), 423.504(b)(4)(vi)(C); PDBM and MMCM Ch. 9/21 50.3.2; Ch. 11 110.1	

MRE Attachment 1 (Section 7.1).xlsx

3.9.2	Are all records relevant to the FDR's contract with Anthem (e.g. employee records, contracts, trainings, financial records, work product, etc.) retained a minimum of 10 years?	yes/no
3.9.3	What method does FDR use for record retention? (Check all that apply)	Electronic; Hard copy; Offsite storage
3.9.4	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
3.10	Monitoring Downstream Entities	
3.10.1	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. 9/21 50.6.6	
3.10.2	Does FDR subcontract any work it performs on behalf of Anthem's Medicare business?	yes/no
3.10.3	How many downstream entities are utilized?	enter #
3.10.4	If applicable, please enter the following subcontractor details for each entity (or attach listing) :	-
3.10.4.1	Entity Name/ Services Provided	enter detail
3.10.4.2	City	enter detail
3.10.4.3	State	enter detail
3.10.4.4	Country	enter detail
3.10.5	Does FDR monitor the compliance of subcontractors (downstreams) with all applicable laws and regulations?	yes/no
3.10.6	Are all subcontractors (downstreams) listed above in compliance with (and following) CMS program requirements?	yes/no
3.11	FDR Attestation	
3.11.1	FDR Attestation form attached must be completed and attached to this form	 attach documentation
3.11.2	Name of Authorized FDR Representative	enter names
3.11.3	Title of Authorized FDR Representative	enter title
3.11.4	Business Address of Authorized Representative	enter address
4.2	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 affiliates) business owner. It is important to note that you should work with your Anthem (and affiliates) business owner to remediate all identified issues.	

FDR

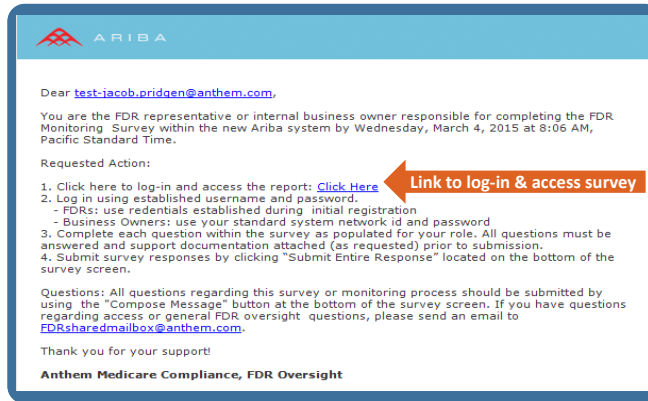
Anthem's First-tier, Downstream and Related Entities Oversight Program

User Guide: FDR Monitoring Survey (Ariba)

Let's Begin! (Email Notification)

Email Notification

- You will receive email notice at the start of your FDR's monitoring month
- Instructions and links to log-in to the Ariba system and access the survey included



Log-In Screen *(FDR contacts/external vendors)*

Ariba Log-in Screen

- You will be directed to a log-in portal from email link
- Enter pre-established username & password
- Once logged in, you will be directed to the survey

New Users:

- Users not registered in the Ariba system will be directed to register as a new supplier
- You will need to complete registration process specific to your vendor – *feel free to only complete required answers*
- You will receive a confirmation email with username



Ariba Helpline (for log in issues):

866-218-2155

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Ariba New Supplier Registration

Note:
If you are using the Ariba system for the first time or completing a survey for a new FDR, you will need to complete these screens as a 'new supplier.' Only basic information is requested and not retained by Anthem or related to Anthem's FDR Survey request. Please complete only information (*) necessary to establish log-in credentials. Product and Service/Ship-to or Service Locations do not need to be exact.

ARIBA DISCOVERY

Enter Your Ariba Commerce Cloud Information

1 Enter basic company information

*. Indicates a required field

Company Name

Country If your company has more than one office, enter the main office address, billing address or other address later in your setup.

Address

City

State

Zip

Product and Service Categories -or-

Ship-to or Service Locations -or-

Tax ID Enter your five-digit Company Tax ID Number.

DUNS Number Enter the nine-digit number issued by Dun & Bradstreet.

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Ariba New Supplier Registration

2 Enter user account information

* Indicates a required field

Note:
Please use your email address as your username. However, if you are the manager of multiple FDRs within our program, please use your primary email address, but establish a unique username for each different FDR/vendor.

Please note, by completing registration on this screen you are enabling Ariba to send emails from its sourcing site in regards to business opportunities. These emails can be disabled (see slides).

Name * First Name Last Name [Ariba Privacy Statement](#)

Email *

Use my email as my username

Username * Must be in email format(e

Password * Enter Password Repeat Password Must contain a minimum 1

Secret Question * In what city was your mother born? Your Answer Repeat Your Answer In case you forget your p

Language English The language used when controls the user interfac controls the section head

By clicking the Continue button you expressly agree and understand that your data entered into this system may be transferred outside the Euro have the right to access and modify your personal data from within the application or by contacting Ariba, Inc., as set forth in such policy.

Ariba will make your company profile, which includes the basic company information, available for new business opportunities to other companies Company Profile page after you have finished your registration.



Log-In Screen (business owners/internal associates)

Ariba Log-in Screen

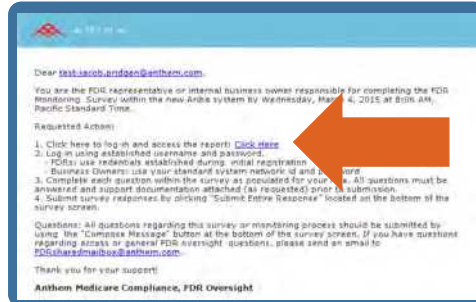
- You will be directed to a log-in portal from email link
- Use your **Anthem network ID and password** to log-in
- Once logged in, you will be directed to the survey



Accessing the Survey

Access Survey Using Email Notification

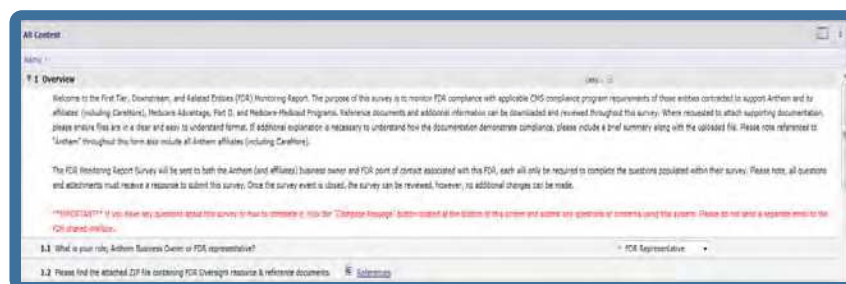
- Once log-in credentials are established (or reset by Ariba) you can access the survey specific to the FDR/vendor requested,
- You must use the link within the **original** Ariba email notice received to access
- Each email contains links specific to the survey requested



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Starting the Monitoring Survey



Selecting Your Role

- Question 1.1 asks what your role is – confirm whether you are:
 - **Anthem Business Owner** (internal Anthem associate responsible for vendor)
 - **FDR Representative** (external contact employed by vendor)
- Questions specific to your role will be populated once #1.1 is completed

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The Monitoring Survey

All Content

Survey 1

1 Overview

Welcome to the First Tier, Convenience, and Retail Branch (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 (including Centene), Medicare Advantage, Part D, and Medicare-Medicaid Programs. Reference documents and additional information can be downloaded and reviewed throughout the survey. Where requested to attach supporting documents, please ensure files are in a clear and easy-to-understand format. If additional explanation is necessary to understand how the documentation demonstrates compliance, please include a brief summary along with the uploaded file. Please note references to "Anthem" throughout this form also include all Anthem affiliates (including Centene).

The FDR Monitoring Report Survey will be sent to both the Anthem (and affiliates) business owner and FDR point of contact associated with the 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.

"IMPORTANT!" If you have any questions about this survey or how to complete it, click the "Original Message" button located at the bottom of this screen and submit any questions to connecting the system. Please do not send a separate email to the FDR (Anthem) mailbox.

1.1 What is your role, Anthem Business Owner or FDR representative? FDR Representative

1.2 Please list the attached ZIP file containing FDR Oversight resources & reference documents. Attachments

2 FDR Compliance Section

2.1 Primary Contact

2.1.1 Name

2.1.2 Title

2.1.3 Address

2.1.4 Phone

2.1.5 Email

FDR Monitoring Survey

- Survey provides overview information, downloadable reference tools, etc.
- All questions and requested documentation **must be completed** prior to submission

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Attaching Documentation

Attach Files Directly into Survey

- If requested to attach documentation demonstrating compliance with a CMS requirement, attach directly into survey using "Attach" button
- Documents uploaded should clearly demonstrate FDR's compliance with requested requirement, if explanation is needed, please add explanation into document
- Please use unlocked commonly used files (i.e. Word, Excel, PDF, etc.)

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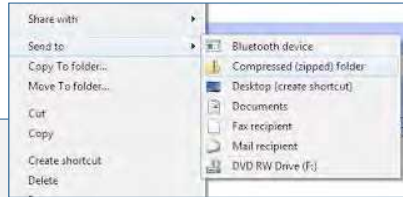
Attaching Documentation

Multiple Files to Attach

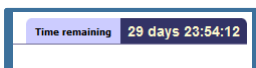
- Sections requiring attachments within the surveys only include one area to attach, if multiple attachments are needed for one section, please zip files together and attach the zipped folder

How to zip files together:

1. Select multiple files
2. Right click
3. Select "Send To"
4. Select "Compressed (zipped) folder"



Monitoring Survey - Features



Time Remaining Countdown

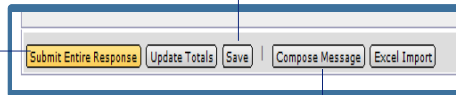
- Indicates remaining time survey is open/accessible
- Surveys will be open for 30 days

Submit Entire Response

- Use to submit once all questions final/docs attached

Save

- Use to save responses for purposes of returning to survey prior to submitting



Compose Message

- Use to send FDR team any questions related to the survey, monitoring process, docs, etc.

* Please use this button to submit questions (instead of the fdr shared mailbox) for better tracking, response time, etc.

Monitoring Survey Timeline

First of Month (per schedule)

- Business owners and FDRs receive email notice to complete survey
- All responses must be submitted **within 30 days**

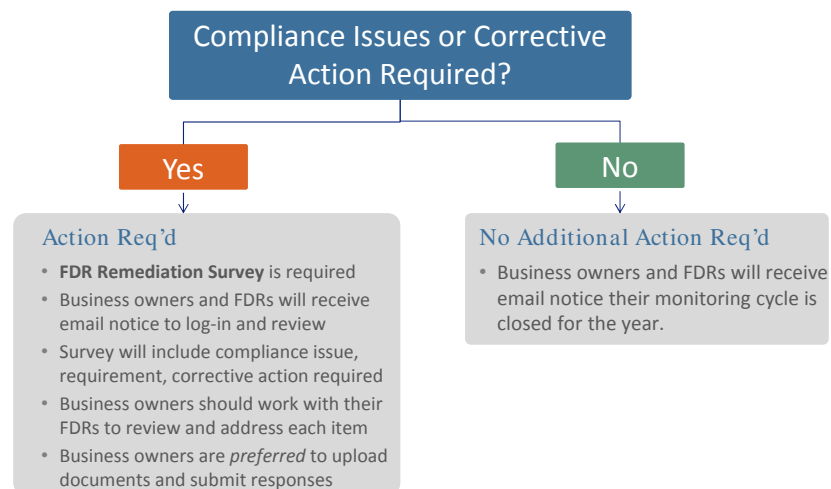
30 Days

- Business owners and FDRs must have all responses and support documentation submitted
- FDR team begins review of monitoring survey

45 Days

- Business owners and FDRs will receive either:
 - 1) email notice monitoring is closed (*no identified issues*) or;
 - 2) notice to complete the FDR Remediation Survey (*identified compliance issues*)

What Happens After Submission?



Remediation Survey

1.1 Overview

Welcome to the FDR Remediation survey. The survey below has been created in follow up to the FDR Monitoring Report survey recently submitted for the FDR. Please note FDR representatives can view the survey, however, only Anthem (and affiliates) Business Centers can complete and submit. FDR representatives must work with their Business Center to respond to each corrective action reported (and Delin). All items must be reviewed and addressed as requested. Please save and submit this form once each item has been fully addressed and documentation confirming remediation is uploaded as requested. Any items that are not remediated satisfactorily or require additional information or clarification will be reclassified within the survey for additional response.

1.2 Due Date

FDRs should remediate all compliance issues and/or follow up requests as indicated below and submit as soon as possible, but no later than 30 days after receiving the initial FDR Remediation survey notice. If all issues are not satisfactorily remediated after 30 days, the FDR will move into a "Yellow" compliance status. FDRs that have not remediated all compliance issues and/or follow-up requests within 45 days of receiving this survey notice will reflect a "Red" compliance status. Please note FDR compliance status is reported to the Anthem (and affiliate) Healthcare Compliance Officer on a weekly basis and to executive leadership and board of directors quarterly.

1.3 Contractual

1.3.1 Issue FDR contract not current

1.3.2 Requirement FDR must have fully executed contract (MACH Ch 11, 106.2)

1.3.3 Corrective Action Required: AS201 Attach a file

1.3.4 Please confirm corrective actions in this section have been addressed and are compliant.

- Survey only includes compliance issues identified per FDR
- Each item must include support documentation showing compliance with issue and confirmation of compliance

Helpful Information & Tips

Accessing Ariba Surveys

- All surveys must be accessed using the links found within Ariba survey notification and reminder emails

Log-In Issues

- If you are having log in issues or issues establishing credentials, please contact the Ariba helpline at **866-218-2155** or send an email to fdrsharedmailbox@anthem.com

Vendor Email Notifications & Solicitations

Ariba Platform

- Ariba hosts Anthem's software platform we use to send out monitoring surveys
- Ariba itself is a business commerce account designed to connect buyers and suppliers intended to build business relationships

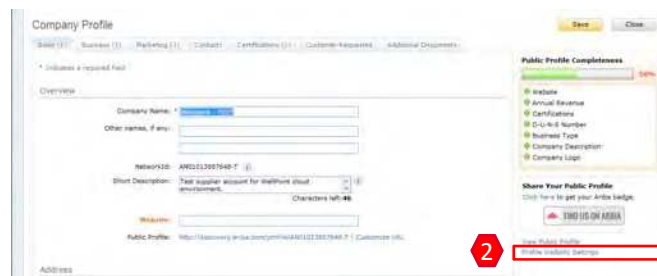
Vendors May Receive Ariba Commerce Emails

- Vendors are required to register as a new supplier in order to gain access to our FDR Monitoring Surveys
- During the sign-up process, certain vendor information is required (i.e. company name, services, address, etc.)
- By default when signing up, vendors agree to receive emails from the Ariba Commerce Cloud and must proactively change their profile settings to limit/unsubscribe emails

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Company Profile Visibility



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Company Profile Visibility, cont.

Profile Visibility

Supplier Profile Visibility for Ariba Discovery and Ariba Network Buyers

Do not expose my company in search results to Ariba Discovery users and Ariba Network buyers

Expose My Extended Profile

Expose my extended profile available only to my current and pending Ariba Network customers

Expose My Activity Statistics

Do not expose my Ariba Sourcing activity statistics

Do not expose my Ariba Network activity statistics

Do not expose my Ariba Discovery activity statistics

Contact My Company

Do not allow buyers to contact my company using Ariba Discovery

Allow other suppliers to contact my account administrator

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System Notifications

Account Settings

Business Opportunity

Send a notification when I am invited to a new Business Opportunity in Ariba Discovery

Receive a daily digest of postings that match your capabilities

Notify me when a buyer sends me a message

Posting

Notify me when a buyer reads my posting responses

Notify me when a posting is responded to or canceled

Notify me when a buyer replies to a posting

Notify me of changes to postings I have responded to

Anthem

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FAQs

Q: When do I need to complete this new survey for my FDR?

A: All FDRs (not selected for an FDR audit) will be required to complete the FDR Monitoring Survey this year. FDRs are scheduled on a monthly basis throughout the year. At the beginning of your FDR's scheduled monitoring month, FDR primary points of contact will receive an email notice from the Ariba system indicating the survey is due. If you have not received an email or indication from Anthem the survey is open for submission, no action is required at this point.

Q: What is my username and password?

A: Once the notification email is received, all new FDR users will need to register as a "New Supplier" on the Ariba log-in screen. This process will request basic information regarding your company and ask you to create a username and password. Once log-in credentials have been created, you will use the link within the initial Ariba notification email, sign-in through the Ariba log-in screen and you will then be directed to the Monitoring Survey.

Q: I'm having trouble logging in or need to reset my password, who can I contact?

A: Please call the Ariba Helpline @ 1-800-577-1522. They will be able to help you log in and/or reset your log in information if necessary. Additionally, please feel free to send an email to FDRsharedmailbox@anthem.com and we'll be happy to coordinate additional assistance.

FAQs

Q: Who receives the survey and which section do I complete?

A: The primary contact we have in our records for each FDR will receive the notification email as well as the Anthem associate designated as the FDR business owner. FDR contacts (those who do not work for Anthem) will select their role as "FDR Representative" within the survey. All questions populated after you select your role are required to be completed.

Anthem business owners (Anthem associates) will select "Business Owner" as their role within the survey and must complete all questions populated within their survey only.

Please note: FDR Monitoring Surveys are designed to be completed as stated in the answer above. If a single user attempts to complete both sections, both sections will not show up as completed and will need to be resubmitted. Please complete only your designated section.

Q: There is only one option labeled "Attach" to provide support documentation for each requirement requesting support documentation, but I have multiple files and or need to provide additional explanation?

A: If multiple files need to be uploaded for a single request, please "zip" the files together into a compressed zipped folder (you can do so on Windows computers by selecting the multiple files on your computer, right click, and send to a compressed zipped folder) and upload the zipped folder using the "Attach" feature. Additionally, if you need to provide additional explanation/summary of documents being uploaded, please do so in a Microsoft Word document and zip together with the documentation files.

FAQs

Q: I received a FDR Remediation Survey for my FDR containing identified compliance issues, required action and/or additional information requested. How should I complete this survey?

A: Once you submit your initial FDR Monitoring Survey, our team will review the information and documentation provided. Any compliance issues or requests for additional action will be sent to you as a notice to complete the FDR Remediation Survey. Your Anthem FDR business owner will receive the same survey notice. Please coordinate with your business owner to review the identified issues/required action within the survey. Anthem business owners should then take the lead in collecting requested information or documentation from their FDRs and completing the FDR Remediation Survey.

Did You Know?

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

- Calling the HelpLine at **877.725.2702**
- Sending an email to **ethicsandcompliance@anthem.com**
- Calling the Medicare Compliance Officer, Sarah Lorange at 303.764.7277
- Calling the Corporate Privacy 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, your **must** report it.