**QUALIFIED HEALTH PLAN OBLIGATIONS PROVISION**

**This provision applies to you as a Provider ONLY, regardless of the version of the Agreement you hold. The provisions contained in this provision are applicable to all current and former active versions of the Agreement, regardless of their title.**

**QUALIFIED HEALTH PLAN OBLIGATIONS**

The following provisions apply to any benefit plans offered by Priority Health through an Exchange under a Qualified Health Plan Issuer Agreement:

**1 Definitions.**

**1.1 "Exchange"**. A governmental agency or non-profit entity that meets the applicable standards of 45 C.F.R. §155 subpart D and makes QHPs available to individuals and employers. This term includes both state and Federally-facilitated Exchanges.

**1.2 "Downstream Entity."** Any individual or entity that enters into an agreement below the level of the Agreement between Providers and Priority Health for the provision of administrative or health care services offer under a QHP Issuer Agreement.

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

**1.4 "QHP Issuer Agreement."** An agreement between the Centers for Medicare & Medicaid Services ("CMS") and Priority Health to offer QHPs.

**2 Compliance with Law and Standards.** In providing services and performing its responsibilities under this Agreement, Provider shall comply with the laws and regulations relating to the standards specified under 45 CFR §156.340 including, as applicable, (i) the standards of subpart C of 45 CFR Part 156; (ii) the exchange processes, procedures, and standards in accordance with subparts H and K of 45 CFR Part 155 and, in the small group market, 45 CFR §155.705; (iii) the standards of 45 CFR §155.220 with respect to assisting with enrollment in QHPs; (iv) the standards of 45 CFR §§156.705 and 156.715 for maintenance of records and compliance reviews for QHP issuers operating in a Federally-facilitated Exchange; and (v) the standards of 45 CFR §156.340 with respect to downstream and delegated entities.

**3 Record Maintenance**. Provider shall maintain timely and accurate medical, financial and administrative records related to services rendered by Provider. Unless a longer time period is required by applicable statutes or regulations, Provider shall maintain such records and any related contracts for ten (10) years.

**4 Audits by HHS.** Provider acknowledges and agrees that the Department of Health and Human Services (HHS) Secretary and Office of Inspector General (OIG) and their designees have the right to evaluate, through audit, inspection, or other means, the performance of Provider, its related entities and its downstream entities. In furtherance of that right, Provider shall permit access by the HHS Secretary, OIG and their designees to any books, contracts, computer or other electronic systems, including medical records and documentation related to any services provided under benefit plans offered by Priority Health through an Exchange under a Qualified Health Plan Issuer Agreement. Provider shall permit access to such records, books, contracts, computer or other electronic systems until ten (10) years from the final date of the Agreement period.

**5 Downstream Agreements.** If Provider has any arrangements, in accordance with the terms of the Agreement, with affiliates, subsidiaries, or Downstream Entities, directly or through another person or entity, to perform any health care or administrative services under a QHP, Provider shall ensure that all such arrangements are in writing, duly executed, and include all the terms contained in this Section 5.

**6 Revocation of Agreement as it Applies to Benefit Plans Offered by Priority Health Under or Through an Exchange.** Provider acknowledges and agrees that Priority Health may terminate this Agreement to furnish services under a QHP in instances where CMS or Priority Health determines that Provider has not performed satisfactorily. Provider acknowledges and agrees that to the extent CMS directs such revocation, Priority Health shall provide immediate written notice of such to Provider, and such revocation shall become effective as directed by CMS.