

STANDARDS FOR DELEGATION OF CREDENTIALING ACTIVITIES

For Evernorth Behavioral Health, Inc. (Evernorth Behavioral). These Standards ("Standards") are applicable to the Participating Provider Agreement (the "Agreement") as well as any similar provider agreements with other Evernorth Behavioral entities, parents, subsidiaries or affiliated companies.

Any and all capitalized terms not defined herein shall have the same meaning as in the Agreement between Evernorth Behavioral and Provider (the "Delegate").

I. General Considerations

- A. These Standards are an amendment to the existing Agreement and will automatically terminate upon termination of the Agreement.
- B. Delegate shall perform the specific credentialing and recredentialing responsibilities specified on Exhibit A and designated as Delegate's responsibility for all providers permitted to provide Covered Services to Participants under the Agreement ("Represented Providers").
- C. If Delegate sub-delegates credentialing/recredentialing functions to another entity ("Sub-delegate"), Evernorth Behavioral shall be notified of the intent to sub-delegate. The Delegate shall provide Evernorth Behavioral with the results of the oversight audits of the Sub-delegate. Evernorth Behavioral reserves the right to conduct audits of the Sub-delegate. The Sub-delegate shall be required to agree in writing to comply with all terms, conditions and standards applicable to the Delegate with regard to the sub-delegated services. Failure to comply with this provision may be cause for revocation of delegation.
- D. In the event the Delegate sub-delegates credentialing activities there shall be evidence of the Delegate's oversight of the delegated activities. Oversight of the delegated activities shall include the following:
 - 1. Written Delegation Agreement. The delegation agreement shall:
 - a. Be mutually agreed upon
 - b. Describe the responsibilities of the Delegate and the Sub-delegate
 - c. Describe the delegated activities
 - d. Require at least quarterly reporting by the Sub-delegate to the Delegate
 - e. Describe the process by which the Delegate evaluates the Sub-delegate's performance
 - f. Describe the remedies available to the Delegate if the Sub-delegate does not fulfill its obligations, including revocation of the delegation agreement
 - g. If the arrangement does not involve the use, creation or disclosure of PHI in any form, provide an affirmative statement to that fact in the delegation agreement.
 - h. Document the Delegate retains the right to approve, suspend and terminate individual practitioners, providers and sites in situations where it has delegated decision making.
 - i. Document that Evernorth reserves the right to audit the Sub-delegate's credentials files for Represented Providers as well as credentialing/recredentialing policies and procedures.
 - 2. Pre-delegation Evaluation. For delegation agreements that have been in effect for less than 12 months, the Delegate evaluated the Sub-delegate's capacity before the agreement was signed.
 - 3. Evidence of the Delegate's annual file audit of the Sub-delegate
 - 4. Evidence of the Delegate's annual substantive evaluation of the sub-delegated activities
 - 5. Evidence of the Delegate's evaluation of regular reports from the Sub-delegate
- E. Delegate shall maintain a credentialing committee comprised of appropriately qualified persons, including Represented Providers, who shall be responsible for credentialing all Represented Providers. Such a committee shall include but not be limited to providers in each category of professional license (M.D., PhD, Master's Level) as Represented Providers.
- F. Delegate's credentialing/recredentialing program shall be in writing. Such program shall be reviewed and approved by Delegate's review body and by Evernorth Behavioral both prior to

- the delegation hereunder and annually thereafter. Delegate shall not materially modify its credentialing/recredentialing program without Evernorth Behavioral's prior written approval which approval shall not be unreasonably withheld.
- G. Delegate's credentialing/recredentialing program shall, at a minimum, satisfy the standards of an appropriate accrediting body designated by Evernorth Behavioral ("Accrediting Body") (currently NCQA), the requirements established by Evernorth Behavioral herein and in the Agreement, and any requirements set forth in applicable federal and state regulations. In the event that a change to the designated accrediting body requirements or applicable law requires that these Standards be modified, upon notice from Evernorth Behavioral, these Standards shall be amended to the extent required to comply with such accrediting body requirement or applicable law.
 - H. Delegate shall maintain adequate liability coverage relating to the Delegate's credentialing/recredentialing activities. Such coverage shall be consistent with Evernorth standards for such coverage.
 - I. Evernorth Behavioral reserves the right to disapprove, terminate, or suspend any of Delegate's Represented Providers from providing Covered Services to Participants if the Represented Provider does not meet the credentialing requirements set forth herein.
 - J. Delegate shall credential each Represented Provider in accordance with the requirements set forth herein and shall recredential each initially credentialed Represented Provider in accordance with such requirements at least 1) every three years or 2) as often as is mandated by applicable state or federal law, whichever is more frequent.
 - K. Delegate shall ensure that credentialing and recredentialing decisions are not based on an applicant's race, ethnic/national identity, gender, age, health status, religion, veteran's status, sexual orientation, marital status, disability or the types of procedures (e.g. abortions) or types of patients (e.g. Medicaid) in which the practitioner specializes. Delegate shall not discriminate, in terms of participation, reimbursement, or indemnification, against any health care professional who is acting within the scope of his or her license or certification under state law, solely on the basis of the license or certification.
 - L. Delegate agrees that no Represented Provider shall commence to provide Covered Services to Participants until after such Represented Provider has been credentialed by Delegate in accordance with the requirements set forth herein.
 - M. Evernorth Behavioral shall monitor the performance of Delegate on an ongoing basis. Delegate shall maintain an internal audit process acceptable to Evernorth Behavioral that audits and evaluates regular performance of its credentialing obligations hereunder. To the extent that any audit of credentialing/recredentialing activities identifies deficiencies, Delegate shall promptly correct said deficiencies.
 - N. Delegate shall have a formal appeal process for Represented Providers in instances where it has taken action against the Represented Provider for quality reasons, and shall report the action to the appropriate authorities and offer the Represented Provider a formal appeal process.
 - 1. The Delegate's policies and procedures shall:
 - a. State how the Delegate reviews participation of practitioners whose conduct could adversely affect members' health or welfare
 - b. Specify the range of actions that may be taken to improve practitioner performance before termination
 - c. Describe how and when reporting to authorities occurs
 - d. Describe the process for notifying practitioners of the credentialing decision within 60 days including the reason for denial
 - e. Describes the process for provisional credentialing of newly trained Represented Providers for a period of 60 days (optional)
 - 2. The Delegate's policies and procedures shall give Represented Providers the right to appeal and shall include the following steps within the appeal process

- a. Provide written notification when a professional review action has been brought against a practitioner, reasons for the action and a summary of the appeal rights and process
 - b. Allow Represented Providers to request a hearing and the specific time period for submitting the request
 - c. Allow at least 30 calendar days after the notification for Represented Providers to request a hearing
 - d. Allow Represented Providers to be represented by an attorney or another person of their choice
 - e. Appoint a hearing officer or a panel of individuals to review the appeal. The majority of panel members must be peers of the Represented Provider.
 - f. Provide written notification of the appeal decision that contains specific reasons for the decision
- O. Evernorth Behavioral and applicable governmental regulatory authorities and accrediting bodies shall have the right to audit Delegate's credentialing and recredentialing activities, including Delegate's credentialing and recredentialing files. Delegate shall cooperate with any such audits. Evernorth Behavioral's audits shall be conducted remotely at least once a year or as needed. Evernorth Behavioral reserves the right to perform on-site audits of the Delegate if deemed necessary. Evernorth Behavioral shall provide Delegate with a written report detailing the findings with respect to any such audits. If such audits reveal any deficiencies, Delegate shall implement policies and/or procedures to address the deficiencies identified in such audit within 60 days of Evernorth Behavioral submission of the report detailing such deficiencies. Failure by the Delegate to provide Evernorth Behavioral with evidence that such policies and/or procedures have been implemented to address any such identified deficiency within the 60 day time period may be cause for revocation of the delegation hereunder or termination of the Agreement.
- P. If Evernorth Behavioral determines that Delegate cannot meet its credentialing obligations set forth herein, Evernorth Behavioral may elect to assume responsibility for such activities. If Evernorth Behavioral elects to assume responsibility for such activities, Delegate shall cooperate and provide to Evernorth Behavioral any information necessary to perform such activities.
- Q. The Delegate shall maintain appropriate records with respect to all credentialing and recredentialing activities hereunder for the duration of the Agreement and six years thereafter. All information relating to Delegate's credentialing and recredentialing activities hereunder shall be confidential, shall not be disclosed to any third parties except as required by applicable law or to fulfill Delegate's obligations hereunder, and shall be maintained in such a manner so that such information shall be protected from discovery and use in judicial or administrative proceedings to the fullest extent possible under applicable law, including, but not limited to, applicable state peer review laws. In the event that Delegate receives a subpoena, civil investigative demand or other similar process requesting disclosure of information relating to its credentialing and recredentialing activities hereunder, Delegate shall immediately notify Evernorth Behavioral of such subpoena, demand or process so as to afford Evernorth Behavioral with an adequate opportunity to seek an appropriate protective order should it choose to do so.
- R. These Standards and all information provided by Evernorth Behavioral to Delegate pertaining to Evernorth Behavioral's delegation of credentialing activities to Delegate is confidential and proprietary information and subject to the protections set forth in the confidentiality provision contained in the Agreement. In the event that Delegate receives a subpoena, civil investigative demand or other similar process requesting disclosure of such confidential and proprietary information, Delegate shall immediately notify Evernorth Behavioral of such subpoena, demand or process so as to afford Evernorth Behavioral with an adequate opportunity to seek an appropriate protective order should it choose to do so.
- S. Each party (for purposes of this provision, the "Indemnitor"), shall indemnify, defend and hold harmless the other party (for purposes of this provision, the "Indemnitee") and its

affiliates from and against any and all liability, fines, penalties, damages and expense, including reasonable defense costs and legal fees, incurred by the Indemnitee or its affiliates in connection with claims or actions of any nature, governmental examinations, enforcement actions or other administrative proceedings arising from Indemnitor's failure to perform its obligations under these Standards.

- T. For Evernorth contracts that include Medicare the Delegate shall not subcontract for Medicare Advantage Program activities with any persons outside the jurisdiction of the United States ("offshore subcontractor") without Evernorth's prior written approval. In event Sub-delegate intends to contract for any Medicare Advantage Program activities with an offshore subcontractor that relate to enrollee PHI, Delegate must obtain the prior written approval of Evernorth and adhere to the approval process outlined for sub-delegation activities and complete an offshore attestation which discloses additional details of the arrangement including the protection of PHI.
- U. Delegate shall comply with all Medicare laws, regulations and CMS instructions and applicable federal and state law. All services performed by Delegate must be consistent and comply with Evernorth's contractual obligations to CMS. Delegate shall require any Sub-Delegate to comply with all Medicare laws, regulations and CMS instructions and applicable federal and state law, and to act in accordance with Evernorth's contractual obligations to CMS.

II. Credentialing Requirements

- A. Delegate shall ensure that all Represented Providers are in compliance with its credentialing requirements, which, at a minimum, shall include those requirements and the responsibilities set forth below. Delegate shall obtain documents and verifications from primary sources recognized by the Accrediting Body or Evernorth prior to Delegate's credentialing committee meeting and maintain such documents and verifications as listed below for all Represented Providers as part of their application for participation. In addition, Delegate shall meet all timelines for such requirements and ensure all credentialing information must be no more than 180 days old at the time at which the health care professional is determined to be eligible for appointment unless otherwise mandated by state or federal regulations. Any exceptions to the credentialing requirements set forth below shall be approved by Evernorth Behavioral prior to the Represented Provider providing Covered Services to Evernorth Behavioral Participants. Any such requests for exceptions shall only be forwarded to Evernorth Behavioral for review after Delegate's credentialing committee has completed its review of the provider. Delegate shall forward to Evernorth Behavioral all information required by Evernorth Behavioral in connection with those providers for whom an exception is requested.

B. Practitioner Credentialing

For Represented Providers with the following degrees: MDs, DOs, Doctoral or Masters level Psychologists, Master's level Social Workers, Master's level Nurse Practitioners, Certified Physician Assistants, or any other providers as identified by Evernorth Behavioral, sections 1 through 18 below shall apply.

- 1. All Represented Providers shall sign and date their application for participation, which signature shall serve to attest to the correctness and completeness of the credentials summarized in the application and shall serve as a release authorizing external verification of credentials. Such signatures shall be no older than 180 days at the time of delegate's credentialing committee meeting decision.

The requirements set forth in this provision shall be interpreted so as to comply with the requirements of applicable law. To the extent that applicable state law mandates a particular application form, Delegate shall use such form.

The Delegate's application for participation by a practitioner shall include a current and signed attestation by the practitioner that addresses whether the practitioners has or has had the following:

- a. Ability to perform the essential functions of the position, with or without accommodation
 - b. Lack of present illegal drug use
 - c. History of loss of license and felony conviction
 - d. History of loss or limitation of privileges or disciplinary actions
 - e. Information on current malpractice insurance coverage, including dates and coverage amounts
2. A current unrestricted state professional license. All Represented Providers shall be licensed without restriction in the State in which they are treating Participants. If Represented Provider was licensed in more than one state in the last five years, sanctions shall be reviewed for all states licensed.
 3. All Represented Providers (except for those who do not routinely prescribe medications) shall provide a valid, unrestricted Federal Drug Enforcement Administration (DEA) and/or Controlled Dangerous Substances (CDS) certificate as applicable in each state where care is provided to Evernorth members. Certificate(s) shall be current at the time of the credentialing committee meeting decision.
 4. All Represented Providers shall have hospital admitting privileges, when applicable, at a participating facility as confirmed through provider application attestation.
 5. For Allied Health/Mid-level Represented Providers (i.e. nurse practitioners, physician assistants) confirmation of a collaborating agreement, when required by state law, verified on the application, by copy of the signed collaborating agreement, or by statement on license verification.
 6. Proof of Represented Provider's completion of board certification by the appropriate certifying board, if applicable.
 7. Proof of Represented Provider's completion of medical school, internship, and residency or other appropriate training as applicable for non-board certified physicians and all other non-physician practitioners.
 8. A minimum of five years of work history, with explanation of any gaps in training or work. Any gaps in work history of six months to one year shall be explained in writing or oral format; gaps of over one year shall be explained in a written format.
 9. All Represented Providers shall maintain appropriate professional liability insurance with minimum limits of \$1,000,000 per occurrence, \$3,000,000 in the aggregate, or in amounts that are reasonable and customary in the market and permitted by state or federal regulations. Certificate shall be current at the time of credentialing committee meeting decision.
 10. All Represented Providers shall have a satisfactory professional liability history as verified by the Represented Provider's carrier or the National Practitioner Data Bank (NPDB).
 11. Documentation of current state sanctions, restrictions on licensure, or limitations on scope of practice. Delegate shall query the appropriate verifying source depending on the type of Represented Provider. Review of information shall cover the most recent five-year period available through the data source. If the practitioner was licensed in more than one state in the most recent five-year period, the query shall include all states in which the Represented Provider practiced.
 12. The Delegate shall obtain Medicare/Medicaid sanction information for Represented Providers. This information shall be obtained from the NPDB or the Department of Health and Human Services Office of Inspector General List of Excluded Individuals/Entities List available over the Internet.
 13. For Evernorth contracts that include Medicare, the Delegate shall obtain debarment actions from Systems of Award Management (SAM) which is administered by the

General Services Administration (GSA) and includes Excluded Parties List System (EPLS) activity.

14. For Evernorth contracts that include Medicare, the Delegate shall ensure compliance with the requirements at 42 C.F.R. § 422.752(a)(8) that prohibit employment or contracts with individuals (or with an entity that employs or contracts with such an individual) excluded from participation under Medicare and with the requirements of 42 C.F.R. § 422.220 regarding physicians and practitioners who opt out of Medicare.
15. For Evernorth contracts that include Medicare, documentation of review of Medicare Opt Out status.
16. All Represented Providers shall have a valid National Provider Identifier (NPI) as confirmed through the NPI Registry.
17. For Evernorth contracts that include Medicare, delegate will set standards and thresholds for office-site criteria and medical treatment record-keeping practices for all Represented Providers within its network for each of the following categories:
 - a. Physical Accessibility
 - b. Physical Appearance and Safety
 - c. Adequacy of Equipment
 - d. Medical Record Keeping Practices
 - e. Confidentiality
18. For Evernorth contracts that include Medicare, delegate must have a process to monitor, investigate and analyze member/patient complaints related to the quality of all practitioner office sites or those that meet established thresholds. Delegate will implement appropriate interventions by:
 - a. Conducting site visits within 60 days of offices about which it has received member/patient complaints
 - b. Instituting actions to improve offices that do not meet the thresholds
 - c. Evaluating effectiveness of the actions at least every six months, until deficient offices meet thresholds
 - d. Monitoring member complaints for all practitioner sites at least every six months
 - e. Documenting follow-up visits for offices that had subsequent deficiencies. Follow-up visits must be conducted within 60 calendar days of the reasonable complaint threshold being met.

C. Facility Credentialing – Deliberately Omitted

III. Recredentialing Requirements

A. Practitioner Recredentialing

Delegate shall recredential every Represented Provider at least every 36 months employing the same criteria and processes as set forth in the credentialing section of these Standards. Each Represented Provider recredentialled shall meet all of the credentialing requirements set forth above including the following:

1. Delegate shall consider Performance Indicators (i.e. quality assurance, utilization management, complaints, adverse events, satisfaction survey, etc.) for Represented Providers.

The following exceptions shall apply at recredentialing:

1. Work history need not be obtained.
2. Training need not be reverified unless Represented Provider requests to participate in an additional specialty.

B. Facility Recredentialing – Deliberately Omitted

- IV. Ongoing Monitoring
- Delegate shall review publications from the applicable sources as frequently as they are published in order to determine if any action has been taken against any of its Represented Providers and take appropriate action in accordance with Delegate's policy and procedure relative to monitoring and reviewing external disciplinary actions:
- A. License sanctions, including any loss or limitations by verifying with state licensing agency(ies).
 - B. Medicare/Medicaid sanctions – by verifying with the HHS/OIG (Office of Inspector General)
 - C. GSA/EPLS Federal debarment is verified through querying www.sam.gov
 - D. Medicare Opt-Out List – verifying that a provider has not opted out in between credentialing cycles by accessing the appropriate state specific Opt Out report.
 - E. Delegate shall monitor Performance Indicators (i.e. quality assurance, utilization management, complaints, adverse events, satisfaction survey, etc.) for Represented Providers.
 - F. At least on an annual basis, Delegate shall monitor the credentialing process by
 - 1. Demonstrating that specified policies and procedures for Credentialing System Controls are followed
 - 2. Analyzing modifications that do not meet the organization's established policies and/or procedures
 - 3. Demonstrating that a quarterly monitoring process was followed to assess the effectiveness of its actions on all findings until it demonstrated improvement for one finding over at least three consecutive quarters
- V. What Delegate Shall Provide Evernorth Behavioral Health
- A. In addition to any required data elements listed in the Agreement, Delegate must provide Evernorth Behavioral with information specified on Exhibit B within 10 business days of credentialing new providers to ensure providers can be loaded into applicable systems in a timely manner to ensure timely and appropriate claims payment.
Also on a semi-annual basis Delegate shall provide Evernorth's Delegation Coordinator with a summary of its credentialing activity. This report shall include but is not limited to the following:
 - 1. Terminations for quality of care
 - 2. Suspensions
 - 3. Investigations
 - 4. Appeals
 - 5. Performance improvements to credentialing program
 - B. Delegate shall notify Evernorth Behavioral in writing of any material changes to Represented Provider data elements as soon as possible but always within 30 days of those changes. Delegate shall provide Evernorth Behavioral with 60 days advance notice and the effective date of any termination of a Represented Provider. If Delegate does not receive 60 days advance notice of the termination of a Represented Provider, Delegate shall provide Evernorth Behavioral with as much notice as is possible under the circumstances. For Represented Providers terminated for cause, notice shall be provided as soon as possible but no later than 5 business days after Delegate knows of such termination.
 - C. Delegate shall promptly provide Evernorth Behavioral with a copy of its credentialing files relating to Represented Providers upon termination of this delegation of credentialing activities for whatever reason, including, but not limited to, a termination arising out of the termination of the Agreement.
 - D. Delegate shall provide all documents and information necessary for Evernorth to comply with its requirements for submitting information required by the contract between Evernorth and CMS and pursuant to 42 CFR § 422.503, as determined in the sole discretion of Evernorth.
 - E. At least on an annual basis, Delegate shall provide Evernorth with a report verifying review of Credentialing Systems Controls and corrective action if inappropriate modifications were found during the review.

VI. Regulatory Access

Delegate agrees that:

- A. HHS, the Comptroller General, or their designees have the right to audit, evaluate, collect, and inspect any books, contracts, computer or other electronic systems, including medical records and documentation of the first tier, downstream, and entities related to CMS' contract with the MA organization.
- B. HHS, the Comptroller General, or their designees have the right to audit, evaluate, collect, and inspect any records under 42 C.F.R. §§ 422.504 paragraph (i)(2)(i) directly from any first tier, downstream, or related entity.
- C. For records subject to review under 42 C.F.R. §§ 422.504 paragraph (i)(2)(ii), except in exceptional circumstances, CMS will provide notification to the MA organization that a direct request for information has been initiated.
- D. HHS', the Comptroller General's, or their designee's right to inspect, evaluate, and audit any pertinent information for any particular contract period will exist through 10 years from the final date of the contract period or from the date of completion of any audit, whichever is later.

VII. Right to Terminate

These Standards may be canceled by either party, at any time, with or without cause, with 60 days prior written notice. Termination of these Standards shall not affect any rights or obligations of the parties hereunder which shall have previously accrued, or shall thereafter arise with respect to any occurrence prior to termination, and such rights and obligations shall continue to be governed by the terms of these Standards.

VIII. Confidentiality of Individually Identifiable Health Information

Delegate shall comply with all applicable federal and state laws and regulations relating to the confidentiality of medical records and other individually identifiable health information, including, but not limited to, the requirements specified below, to the extent applicable.

Evernorth and Delegate shall maintain the privacy and confidentiality of all individually identifiable information regarding participants in accordance with all applicable statutes and regulations. Delegate certifies that it does not receive any Protected Health Information ("PHI") from Evernorth under this Agreement, as that term is defined in the Health Insurance Portability and Accountability Act of 1996, including its implementing regulations ("HIPAA"), and that Delegate does not use any PHI exclusively created or received on behalf of Evernorth to perform the duties under this Agreement. Accordingly, the parties have reasonably determined that HIPAA does not require the parties to include Business Associate Agreement language in this Agreement at this time. However, Delegate understands that if in the future it must use or receive any PHI exclusively created or received on behalf of Evernorth to perform the duties under this Agreement, the requirements specified below shall apply. This Section shall survive any termination of this Agreement.

A. Definitions Applicable to this Confidentiality Section

Capitalized terms used in the Standards shall have the meanings ascribed to them by the Health Insurance Portability and Accountability Act ("HIPAA") and the HITECH Act and their respective implementing regulations and guidance. If the meaning of any defined term is changed by law or regulation, then the Standards will be automatically modified to conform to such change. All capitalized terms used herein that are not otherwise defined have the meanings described in the HIPAA Privacy and Security Rules and the HITECH Act

(including its implementing guidance and regulations). A reference in the Standards to a section in the HIPAA Privacy Rule, HIPAA Security Rule, or the HITECH Act means the section as in effect or as amended, or a successor section thereto, and for which compliance is required.

“Breach” shall mean the unauthorized acquisition, access, use, or disclosure of Unsecured Protected Health Information which compromises the security or privacy of such information, except where an unauthorized person to whom such information is disclosed would not reasonably have been able to retain such information. As further provided under the Privacy Rule, a Breach does not include:

- (i) any unintentional acquisition, access, or use of Protected Health Information by an employee or individual acting under the authority of Delegate if such acquisition, access, or use was made in good faith and within the course and scope of the employment or other professional relationship of such employee or individual with Delegate; and such information is not further acquired, accessed, used, or disclosed by any person; or
- (ii) any inadvertent disclosure from an individual who is otherwise authorized to access Protected Health Information at a facility operated by Delegate to another similarly situated individual at the same facility; and any such information is not further acquired, accessed, used, or disclosed without authorization by any person.

“Designated Record Set” shall mean a group of records maintained by or for Evernorth or a Evernorth Affiliate that is (i) the medical records and billing records about individuals maintained by or for Evernorth or a Evernorth Affiliate, (ii) the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or (iii) used, in whole or in part, by or for Evernorth or a Evernorth Affiliate to make decisions about individuals. As used herein, the term “Record” means any item, collection, or grouping of information that includes Protected Health Information and is maintained, collected, used, or disseminated by or for Evernorth or a Evernorth Affiliate.

“Electronic Protected Health Information” shall mean Protected Health Information that is transmitted by or maintained in Electronic Media as that term is defined at 45 CFR §160.103.

“Protected Health Information” or “PHI” shall mean Individually Identifiable Health Information, as that term is defined at 45 CFR § 160.103, transmitted or maintained in any form or medium that Delegate creates or receives from or on behalf of Evernorth or a Evernorth Affiliate in the course of fulfilling its obligations under the Standards. PHI shall not include (i) education records covered by the Family Educational Rights and Privacy Act, as amended, 20 U.S.C. §1232g, (ii) records described in 20 U.S.C. §1232g(a)(4)(B)(iv), and (iii) employment records held by Evernorth or a Evernorth Affiliate in its role as employer.

“Secretary” shall mean the Secretary of the Department of Health and Human Services.

“Security Standards” shall mean the Security Standards, 45 C.F.R. Parts 160 and 164, Subpart C.

“Unsecured Protected Health Information” shall mean Protected Health Information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary.

B. Use and Disclosure of Protected Health Information

Except as otherwise limited in the Standards, Delegate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Evernorth or Evernorth Affiliate, provided that such use or disclosure would not violate the HIPAA Privacy and Security Rules if done by Evernorth or Evernorth Affiliate or the minimum necessary requirement of the HIPAA Privacy Rule. To the extent Delegate is to carry out one or more of Evernorth’s obligations under Subpart E of 45 CFR Part 164, Delegate agrees to comply with the requirements of Subpart E that apply to Evernorth or Evernorth Affiliate in the performance of such obligations. Delegate may use or disclose PHI as required by law. Delegate shall not use or disclose, and shall ensure that its directors, officers, employees, agents, and subcontractors do not use or disclose, PHI in any manner that would constitute a

violation of the HIPAA Privacy Rule or the HITECH Act if done by Evernorth, except that Delegate may use and disclose PHI as permitted under the HIPAA Privacy Rule for the proper management and administration of Delegate or to carry out the legal responsibilities of Delegate, provided that disclosures are: (a) required by law or (b) Delegate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law or for the purpose for which it is disclosed to the person, and the person notifies Delegate of any instances of which it is aware in which the confidentiality of the information has been breached. Delegate shall neither use nor disclose Protected Health Information for the purpose of creating de-identified information that will be used for any purpose other than to carry out the obligations of Delegate set forth in these Standards or as required by law.

Receiving Remuneration in Exchange for Protected Health Information Prohibited

Delegate shall not directly or indirectly receive remuneration in exchange for any Protected Health Information of an individual. Delegate shall not engage in marketing activities or the sale of PHI as defined by the HIPAA Privacy Rule without the prior written consent of Evernorth and individual authorization, as required by law.

Limited Data Set or Minimum Necessary Standard and Determination.

In using, requesting and/or disclosing PHI, Delegate shall comply with any and all applicable laws, including implementing guidance and regulations in determining what constitutes “minimum necessary”. Delegate shall limit the use, disclosure, or request of individuals’ Protected Health Information, to the extent practicable, to the Limited Data Set (as defined in 45 CFR §164.514(e)(2)) or, if needed by Delegate, to the minimum amount of Individuals’ Protected Health Information necessary to accomplish the intended purpose of such use, disclosure, or request and to perform its obligations under the Standards.. Delegate shall determine what constitutes the minimum necessary amount of PHI to accomplish the intended purpose of such disclosure. Delegate’s obligations under this provision shall be subject to modification to comply with guidance issued by the Secretary.

Genetic Information

Delegate shall not undertake any activity that may be considered underwriting based on genetic information, as defined by the Genetic Information Nondiscrimination Act and prohibited under the HIPAA Privacy & Security Rules.

C. Safeguards Against Misuse of Information

Delegate shall comply with all applicable requirements of HIPAA and the HITECH Act relating to Business Associates and shall implement appropriate safeguards to prevent the use or disclosure of Protected Health Information in any manner other than pursuant to the terms and conditions of these Standards. Delegate shall implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Protected Health Information that it creates, receives, maintains, or transmits on behalf of Evernorth or a Evernorth Affiliate.

Security Standards

Delegate shall comply with the HIPAA Security Rule with respect to any Electronic PHI that Delegate holds on behalf of Evernorth. Delegate agrees to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to Electronic PHI to prevent the use or disclosure of Protected Health Information in any manner other than pursuant to the Standards. Delegate shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the Electronic PHI that it creates, received, maintains or transmits on behalf of Evernorth, as required by the HIPAA Security Rule. Delegate shall ensure that any agent, including a subcontractor, to whom it provided Electronic PHI agrees to implement reasonable and

appropriate safeguards to protect such information.

D. Reporting of Violations and Security Incidents

Upon becoming aware of a use or disclosure of Protected Health Information in violation of these Standards, including any Breach or suspected Breach of Unsecured PHI, Delegate shall promptly report such disclosure to Evernorth. Delegate shall report to Evernorth any Security Incident under the HIPAA Security Rule of which it becomes aware, including the identities of any individual whose Electronic PHI was breached. If the HIPAA Security Rule is amended to remove the requirement to report unsuccessful attempts of unauthorized access, the requirement to report such unsuccessful attempts shall no longer apply as of the effective date of that amendment.

Reporting in the Event of a Breach.

In the event of a Breach or suspected Breach, including any actual, successful Security Incident of which Delegate becomes aware which has compromised the protections set forth in HIPAA, Delegate shall forward to Evernorth as soon as practicable, but in any event within three (3) business days after such Breach or suspected Breach is discovered by Delegate, a written notice including the identification of each individual whose Unsecured Protected Health Information has been, or is reasonably believed to have been, accessed, acquired, or disclosed during the Breach or suspected Breach. Such notification shall be made in writing and include the names of the individuals whose information was breached, the circumstances surrounding the Breach, the date of the Breach and date of discovery, the information breached, any steps the individuals should take to protect themselves, the steps Delegate (or its agent) is taking to investigate the breach, mitigate losses, and protect against future breaches, and a contact person for more information.

A Breach or suspected Breach shall be treated as discovered as of the first day on which it is known, or should reasonably have been known, to Delegate, including any person that is an employee, officer, or other agent of Delegate. For purposes of discovery and reporting of Breaches or suspected Breaches, Delegate is not the agent of Evernorth (as “agent” is defined under common law).

Delegate shall cooperate with Evernorth and shall provide such assistance as Evernorth may reasonably request so that Evernorth may comply with any obligations it may have to remediate, mitigate, report, and or otherwise notify third parties of such Breach.

If requested by Evernorth, Delegate shall notify, at its own cost, the individuals involved, or the media or the US Department of Health and Human Services, as applicable, in accordance with the HITECH Act, and regulations or guidance issued thereunder, including 45 CFR Part 164, Subpart D, provided that Evernorth shall approve the content of any notification in advance. If requested by Evernorth, Delegate shall reimburse Evernorth for any costs associated with Evernorth making such notification.

E. Agreements with Third Parties

In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), Delegate shall ensure that any subcontractors of Delegate to whom Delegate provides Protected Health Information that is received from Evernorth or a Evernorth Affiliate, or created, received, maintained or transmitted by Delegate on behalf of Evernorth or a Evernorth Affiliate, agrees to be bound by the same restrictions and conditions that apply to Delegate pursuant to these Standards with respect to such Protected Health Information. Delegate warrants and represents that, in the event of a disclosure of Protected Health Information to any third party, Delegate will make reasonable efforts to limit the information disclosed to the minimum that is necessary to accomplish the intended purpose of the disclosure. Delegate shall ensure that any agent or

subcontractor of Delegate to whom Delegate provides Protected Health Information agrees to implement reasonable and appropriate safeguards to protect such information.

F. Access to Information.

In the event Delegate maintains Protected Health Information in a Designated Record Set, Delegate shall, within five (5) business days of receipt of a request from Evernorth or a Evernorth Affiliate, provide to Evernorth or the Evernorth Affiliate Protected Health Information in Delegate's possession that is required for Evernorth or the Evernorth Affiliate to respond to an individual's request for access to Protected Health Information made pursuant to 45 C.F.R. § 164.524 or other applicable law. In the event any individual requests access to Protected Health Information directly from Delegate, whether or not Delegate is in possession of Protected Health Information, Delegate may not approve or deny access to the Protected Health Information requested. Rather, Delegate shall, within two (2) business days, forward such request to Evernorth.

G. Availability of Protected Health Information for Amendment.

In the event Delegate maintains Protected Health Information in a Designated Record Set, Delegate shall, within five (5) business days of receipt of a request from Evernorth or a Evernorth Affiliate, provide to Evernorth or the Evernorth Affiliate Protected Health Information in Delegate's possession that is required for Evernorth or the Evernorth Affiliate to respond to an individual's request to amend Protected Health Information made pursuant to 45 C.F.R. § 164.526 or other applicable law. If the request is approved, Delegate shall incorporate any such amendments to the Protected Health Information as required by 45 C.F.R. § 164.526 or other applicable law. In the event that the request for the amendment of Protected Health Information is made directly to the Delegate, whether or not Delegate is in possession of Protected Health Information, Delegate may not approve or deny the requested amendment. Rather, Delegate shall, within two (2) business days forward such request to Evernorth.

H. Accounting of Disclosures.

Delegate shall, within ten (10) business days of receipt of a request from Evernorth or a Evernorth Affiliate, provide to Evernorth or the Evernorth Affiliate such information as is in Delegate's possession and is required for Evernorth or the Evernorth Affiliate to respond to a request for an accounting made in accordance with 45 C.F.R. § 164.528 or other applicable law. In the event the request for an accounting is delivered directly to Delegate, Delegate shall, within ten (10) business days, forward such request to Evernorth and any such information as is in Delegate's possession and is required for Evernorth or a Evernorth Affiliate to respond to a request for an accounting made in accordance with 45 C.F.R. § 164.528 or other applicable law. It shall be Evernorth's or the Evernorth Affiliate's responsibility to prepare and deliver any such accounting requested.

I. Individuals' Right to Confidential Communications and to Request Restriction on Use and Disclosure of PHI

Delegate shall comply with, and shall assist Evernorth in complying with Individual requests for confidential communications or to restrict the uses and disclosures of their PHI under 45 CFR § 164.522. This shall include complying with requests to restrict the disclosure of certain PHI with which Evernorth is required to agree in accordance with 45 CFR § 164.522.

J. Availability of Books and Records.

Delegate hereby agrees to make its applicable internal practices, books and records available to the Secretary for purposes of determining Evernorth's, Evernorth Affiliate's and Delegate's compliance with the HIPAA Privacy and Security Rules. The practices, books and records subject to this Section are those practices, books and records that relate to the use and disclosure of Protected Health Information that is created by Delegate on behalf of Evernorth

or a Evernorth Affiliate, received by Delegate from Evernorth or a Evernorth Affiliate, or received, maintained or transmitted by Delegate on behalf of Evernorth or a Evernorth Affiliate.

K. Policies, Procedures and Training

Delegate shall develop and implement privacy and security policies and procedures as necessary and appropriate to meet its obligations under these Standards and applicable state and federal laws, including HIPAA. Delegate shall train its employees and workforce members, and ensure that its agents or subcontractors train their employees and workforce members, on such policies and procedures.

L. Duty to Mitigate

Delegate shall mitigate, to the extent practicable, any harmful effect that is known to Delegate of a use or disclosure of PHI by Delegate in violation of the requirements of these Standards.

M. Return, Maintenance and Destruction of Records After Termination.

Upon the termination of the Agreement or the delegation under these Standards, at Evernorth's sole option, Delegate shall return or destroy all Protected Health Information received from, created or received, maintained or transmitted on behalf of Evernorth or a Evernorth Affiliate that Delegate maintains in any form under the Agreement or these Standards and shall not retain any copies of such Protected Health Information, or, if such return or destruction is not feasible, extend the protections of this Section VIII to such Protected Health Information and limit further uses and disclosures to those purposes that make the return or destruction of such Protected Health Information infeasible.

N. Authorization to Terminate.

Delegate hereby authorizes Evernorth to terminate the Agreement or the delegation under these Standards if Evernorth determines that Delegate has violated a material term of this Section VIII.

Termination upon Breach of Provisions Applicable to PHI

If Delegate knows of a pattern of activity or practice of Evernorth that constitutes a material breach or violation of Evernorth's duties and obligations under the Agreement, including the Standards, Delegate shall provide a reasonable period of time, as agreed upon by the parties, for Evernorth to cure the material breach or violation. Provided, however, that if Evernorth does not cure the material breach or violation within such agreed upon time period, Delegate shall terminate the Agreement, if feasible, at the end of such period. However, if neither termination of the Agreement nor cure is feasible, Delegate shall report the violation to the Secretary.

O. Liability

No exculpation or limitation on Delegate's liability set forth in the Agreement or these Standards shall apply to direct damages suffered by Evernorth or a Evernorth Affiliate as a result of Delegate's breach of this Section VIII. Any indemnification of Evernorth or a Evernorth Affiliate by Delegate from claims, loss or liability arising from Delegate's breach of confidentiality obligations in the Agreement shall apply to Delegate's breach of this Section VIII.

Exhibit B
Evernorth Behavioral Provider Network
DELEGATED CREDENTIALING PROVIDER INFORMATION FORM

Delegate shall provide Evernorth Behavioral with the following data elements for each of its Represented Providers.

Effective Date
Termination Date
Last Name (Exactly as it appears on License)
First Name (Exactly as it appears on License)
Middle Initial
Gender
Highest level of education (Degree)
License Type (i.e. LP - licensed psychologist, LCSW, MD etc)
DOB
SSN
NPI
TIN
License Number
License Expiration Date
License State
Supervising Physician (if applicable, PAC's only)
DEA NUMBER
DEA State (must be listed in state of practice to meet criteria for inclusion)
DEA Expiration Date
Board Certification Name (i.e. ABPN)
Board Subspecialty (i.e. Psychiatry)
Board Expiration Date (i.e. 3/1/2099)
Board Certification Name 2 (i.e. ABPN)
Board Subspecialty 2 (i.e. Child and Adolescent)
Board Expiration Date 2 (i.e. 3/1/2099)
Initial Credentialing Committee Approval Date
Last Recredentialing Committee Approval Date
Languages Spoken
Office TIN
Practice Name
Office Address
Office City
Office State
Office Zip
Office Phone
Effective date (if different from Committee Approval date)
If multiple office locations add an extra line or "office location 2", etc columns
Billing Address
Billing City
Billing State
Billing Zip
Billing Phone
Areas of clinical practice (Ex: ADHD, Family Therapy, Grief/Loss, etc.)
Behavioral Telehealth (Y or N)
Disorders and treatment modalities (Ex: Alcohol and substance abuse, Eating Disorder, etc.)
Specialty patient populations (Ex: Child ages 1-5, Child ages 6-12, etc.)
Employee Assistant Program (EAP) speciality services