AMENDMENT FOR  
MEDICARE CONTRACTING PROVISIONS

Effective January 1, 2007 the Parties agree to amend their Agreement as follows, with each capitalized term bearing the same definition as set for the in the Agreement.

A. **Responsibility for CMS Contract.** NVA, with Sponsor, is ultimately responsible for performance under Sponsor’s contract with the Center for Medicare and Medicaid Services (CMS) for its Medicare contract and as such is responsible for monitoring all functions and responsibilities set forth in that contract. Provider agrees to participate in the Sponsor’s Medicare Program, as administered by NVA, under the same terms and conditions as are set out in the Agreement, except as those terms and conditions may be modified by this Amendment, including but not limited to using the NVA claims system, making negotiated prices available to Eligible Members, and charging the proper cost-sharing amount to the Eligible member.

B. **Subcontracts and “Downstream Entities” Entities.** Provider shall ensure that all of the requirements set forth in this Agreement shall be applicable and enforceable against any provider or “downstream” entity with whom Provider contracts or any downstream entity to whom Provider delegates any of its obligations under this Agreement.

C. **Government Right to Inspect.** Provider shall give the U.S. Department of Health Human Services (HHS) and U.S. General Accounting Office (GAO), the U.S. Comptroller General and the U.S. General Accounting Office (GAO), and their authorized designees, the right to audit, evaluate and inspect all books, contracts, medical records, patient care documentation and other records of Provider relating to its participation in NVA and to services furnished to Eligible during the term of this Agreement and for a period of 6 years following termination or expiration of this Agreement for any reason, or until completion of an audit, whichever is later, unless such time frame is extended pursuant to 42C.F.R.§ 422.502(c)(4) (such as in the event of fraud). This provision shall survive termination of the Agreement.

D. **Privacy/Confidentiality.** Provider agrees to safeguard the privacy and security of all Protected Health Information (“PHI”) in accordance with the Health Insurance Portability and Accountability Act and the regulations promulgated thereunder (“HIPAA”), state laws on privacy and security, in addition to any NVA privacy and security policy. Provider shall maintain the Eligible Member’s records in an accurate and timely manner.

E. **Hold Harmless/Eligible Indemnification.** Provider agrees to look solely to NVA for payment for services furnished to Eligible’s unless explicitly notified by NVA for reason
of coordination of benefits or subrogation. Provider shall not bill, charge. Collect a
deposit from, seek compensation, remuneration or reimbursement from, or have claim or
recourse against an Eligible or anyone acting on behalf of an Eligible, under any
circumstance unless explicitly approved for reason of coordination of benefits or
subrogation. This provision shall not prohibit collection of copayments on NVA’s behalf
made in accordance with the terms of the applicable agreement between Sponsor and the
Eligible. In addition, the Provider agrees to seek no recourse for payment from any
Eligible for the reason of insolvency. Provider acknowledges that Eligible’s are third
party beneficiaries to this clause. Provider further agrees that this paragraph shall survive
the termination (or expiration) of the Agreement regardless of cause of such termination,
and that it has not, and will not, enter into any agreement with an Eligible or any other
party contrary to this paragraph. This provision shall not prohibit collection of charges for
services which are not covered services as defined in the relevant Sponsor’s Plan
Description provided that the patient has been informed in advance of delivery of such
services that such services are not covered and patient has agreed in writing to accept
responsibility for payment for such services, nor shall this provision prohibit payment for
any covered services delivered after expiration of benefits under the relevant Sponsor’s
Plan Description. The Provider shall submit to NVA any Eligible’s written
acknowledgement to accept responsibility for non-covered services provided by Provider.
Any modifications, additions or deletions to the provisions of this section shall become
effective on a date no earlier that fifteen days after the State Commissioner of Insurance
has received written notice of such proposed changes.

F. Continuation of Benefits. If required by NVA policy, Provider shall continue to provide
covered services to Eligible’s who are hospitalized on the date that the contract with
CMS terminates or expires, or if the Sponsor becomes insolvent, through the date of each
such Eligible’s discharge or for the remainder of the period for which the Eligible’s
Medicare premium has been paid, and such continuation of services shall be made in
accordance with the terms and condition to this Agreement as it may be amended and in
effect at the time, including but not limited to the compensation rates and terms set forth
therein. This paragraph shall survive termination of the Agreement.

G. Prompt Payment. NVA agrees to use reasonable efforts to adjudicate Provider’s clean
claims within fourteen (14) days from the date NVA receives the claim for electronic
submissions, and 30 days for all other submissions, as long as the claims are for services
(a) authorized by NVA; (b) provided to an Eligible; (c) billed according to arrangements
set forth in this Agreement and NVA policy; and (d) have no third party involvement.

H. Exclusion of Certain Persons. Provider shall not employ or contract for the provision of
health care, utilization review, medical social work or administrative services with any
individual excluded from participation in Medicare under Section 1128 or 1128A of the Social Security Act. Provider hereby certifies that no such excluded person currently is employed by or under contract with Provider relating to the furnishing of these services to Eligible’s.

I. Effectiveness of Contracts and Amendments. No contract between Provider and NVA shall be effective unless signed and dated by the relevant parties. Notwithstanding the foregoing or any other provision in the Agreement, NVA shall have the right to amend this Agreement unilaterally by providing prompt notice to the Provider, as NVA deems necessary for purposes of compliance with all relevant federal and state laws, statutes, rules and regulations and governmental pronouncements. Any amendment to this Agreement requires consent by both parties, but Provider will be deemed to have consented to any NVA-proposed amendment as to which NVA does not receive written rejection within sixty (60) days of giving written notice of such proposed amendment. A timely rejection shall cause automatic termination of the Agreement effective as of the end of the then current contract year with respect to the rejecting Provider without it being subject to the proposed contract year during the remainder of the contract year.

J. Compliance with Policies, Procedures and Manuals. Provider agrees to comply with all applicable federal laws and regulations, CMS instructions, CMS contract obligations with Sponsor and NVA, and all NVA policies, procedures and manual provisions. Provider shall ensure that all of the requirements set forth in this Agreement shall be applicable and enforceable against any provider or “downstream” entity with whom Provider contracts or any downstream entity to whom Provider delegates any of its obligations under this Agreement.

K. Claims for Payment. As required by 42 C.F.R. §1001.952(m)(l)(i), in the case of services furnished to Eligible’s, Provider shall not claim payment in any form from CMS or from any other agency of the United States or from any state for items and services furnished in accordance with this Agreement, except as may be approved by CMS or a State agency, nor shall Provider otherwise engage in any shifting of costs or seek increased payments from the Medicare Advantage Program or any State health care program as a result of furnishing such services to Eligible’s.

L. Delegation. If NVA delegates functions to Provider, Provider acknowledges that CMS may terminate such delegation if CMS determines that the delegated duties are not performed satisfactorily, notwithstanding any provision of the Agreement or this Amendment. If functions are delegated, the Agreement shall be amended to include a
M. Healthcare Integrity and Protection Data. Provider shall report in writing to NVA within thirty (30) calendar days of Provider’s knowledge of any and all civil judgments and “other adjudicated actions or decisions” against Provider related to the delivery of any healthcare item or service (regardless of whether the civil judgment or other adjudicated action or decision is the subject of a pending appeal). “Other adjudicated actions or decisions” means any action taken by a governmental entity or a health plan against a healthcare provider, supplier or practitioner based on acts or omissions that affect or could significantly affect the delivery or payment of a healthcare item or service. An action taken following adequate notice and hearing requirement that meets the standards of due process out in section 412(b) of the Health Care Quality Improvement Act (42 U.S.C. § 11112(b) also would qualify as a reportable action under this definition. The fact that Provider elects not to use the due process mechanism provided by the authority bringing the action immaterial, as long as such a process is available to the subject before the adjudicated action or decision is made final.