

Opt-In Agreement for IPA Providers
For
Connecticut State Medical Society, IPA, Inc. and WellCare of Connecticut, Inc.
Independent Practice Associate (IPA) Participation Agreement

Connecticut State Medical Society IPA, Inc. (“IPA”) and WellCare of Connecticut, Inc. (“Health Plan”) have entered into that certain Independent Practice Associate (IPA) Participating Agreement effective on January 1, 2010 (the “Agreement”). The undersigned licensed health care provider (“Provider”) is contracted with IPA pursuant to a Participating Provider Agreement between Provider and IPA (“Participation Agreement”) and desires to provide medical services to Health Plan’s Members under the terms and conditions of the Participation Agreement, the Agreement, and this Opt-In Agreement. Capitalized terms not defined in this Opt-In Agreement for IPA Providers (the “Opt-In Agreement”) shall have the same definition as given in the Agreement.

By signing this Opt-In Agreement below, Provider acknowledges that he/ she/ it has made his/ her/ its own, individual determination to participate under the Agreement with Health Plan through the IPA and agrees to bound to the terms and conditions of the Agreement as applicable to Provider. Provider agrees to provide health care services to Health Plan’s Members, subject to the applicable terms and conditions of the Agreement, including, without limitation, compliance with all applicable Health Plan rules, policies and procedures, and federal and state laws, rules and regulations. In addition, Provider agrees as follows:

(1) Provider acknowledges that: (a) there is no guarantee Health Plan will participate in any given government payor sponsored health benefit program; (b) there is no guarantee that any Health Plan contract with any given government payor will remain in effect; (c) there is no guarantee that Members will be maintained through referral or assignment to Provider; and (d) this is not an exclusive arrangement.

(2) Provider: (a) agrees that Provider has been provided an opportunity to read the Agreement; (b) agrees to abide by the terms and conditions of the Agreement, including without limitation compliance with Health Plan policies and procedures, including, without limitation, Member hold harmless, payment and dispute resolution provisions, all of which are hereby incorporated by reference; (c) agrees to abide by all federal and state laws, rules and regulations related to Provider’s participation under the Agreement, including, without limitation, the MA Additional Program Requirements as stated in the Participation Agreement and set forth again in the Addendum A of this Opt-in Agreement, as may be amended ; (d) agrees that the Definitions and MA Additional Program Requirements set forth in the Attachment C, as may be amended, are incorporated into this Opt-In Agreement by reference, (e) agrees to be bound by the provisions of the Participation Agreement in his/her provision of Covered Services to Health Plan Members; and (f) that Health Plan may terminate Provider’s participation with Health Plan at any time upon written notice, with the Agreement as between IPA and Health Plan remaining in effect.

(3) Provider agrees to provide prompt updates to Health Plan in the event of any change of status in Provider’s license or any credentialing/re-credentialing information provided to Health Plan. Provider understands and agrees: (a) that prior to rendering any professional services to Health Plan Members, Provider must first be approved and credentialed by Health Plan, or Health Plan’s designee; (b) to timely supply all information requested by Health Plan, or Health Plan’s designee, as needed to complete credentialing and/ or re-credentialing; and (c) to take all actions necessary to advise Health Plan, or Health Plan’s designee, of any change in licensure and/ or other information provided pursuant to credentialing and/ or re-credentialing. Provider authorizes Health Plan and IPA to share information, including without limitation, claims and encounters, credentialing, re-

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credentialing, quality improvement/ management and utilization management/ review information as related to the provision of services to Members.

(4) Provider further agrees that Health Plan’s payment for Covered Services rendered by Provider to Members is one hundred percent (100%) of Health Plan’s Medicare fee schedule based on the CMS fee schedule published on the date the Covered Service is rendered. Upon notice from IPA and/ or IPA Provider with supporting documentation, Health Plan will pay Providers who render Covered Services in Health Professional Shortage Areas (“HPSA”) that are designated by the Health Resources and Services Administration (“HRSA”) as primary medical care HPSAs under section 332 (a)(1)(A) of the Public Health Service (“PHS”) Act one hundred ten percent (110%) of Health Plan’s Medicare fee schedule based on the CMS fee schedule published on the date the Covered Service is rendered. All payments made by Health Plan shall be payment in full less any MA Member Expenses and subject to any coordination of benefits or subrogation activities or adjustments. Health Plan will apply changes made by the CMS, or CMS’ successor, to the fee schedule(s) loaded into the Health Plan systems on the effective date, if such CMS changes are published at least forty-five (45) days prior to such effective date, or if such CMS changes are published less than forty-five (45) days prior to such effective date, the CMS changes will be applied prospectively to Claims with dates of service no later than forty-five (45) days following CMS publication.

(5) The parties agree that upon expiration or termination of this Opt-In Agreement for any reason or IPA is dissolved for whatever reason or the Participation Agreement is terminated: (a) Provider shall continue to provide medical services to Members under the terms and conditions of the Agreement and Health Plan agrees to pay Provider in accordance with the payment terms of the Agreement and fee-for-service rates identified in the applicable program attachment(s) incorporated into the Agreement for a period of ninety (90) days thereafter and (b) Health Plan may elect to negotiate a new separate contract with Provider for the provision of medical services to Members.

(6) With respect to services rendered to Members, in the event of any conflict or ambiguity between the Participation Agreement and/ or the Agreement and this Opt-In Agreement, the terms of this Opt-In Agreement shall control, and in the event of any conflict or ambiguity between the Participation Agreement and the Agreement, the terms of the Agreement shall control.

IN WITNESS WHEREOF, the undersigned Provider has executed this Opt-In Agreement as of the date below, to be effective the later of the date set forth below and the Effective Date of the Agreement.

(Signature)
(Name)
(Date)