CONTRACT WITH ELIGIBLE MEDICARE ADVANTAGE (MA) ORGANIZATION PURSUANT TO SECTIONS 1851 THROUGH 1859 OF THE SOCIAL SECURITY ACT FOR THE OPERATION OF A MEDICARE ADVANTAGE COORDINATED CARE PLAN(S)

CONTRACT (H4003)

Between

Centers for Medicare & Medicaid Services (hereinafter referred to as "CMS")

and

MMM HEALTHCARE, LLC

(hereinafter referred to as the "MA Organization")

CMS and the MA Organization, an entity which has been determined to be an eligible Medicare Advantage Organization by the Administrator of the Centers for Medicare & Medicaid Services under 42 CFR § 422.503, agree to the following for the purposes of §§ 1851 through 1859 of the Social Security Act (hereinafter referred to as "the Act"):

(NOTE: Citations indicated in brackets are placed in the text of this contract to note the regulatory authority for certain contract provisions. All references to Part 422 are to 42 CFR Part 422.)

Article I

Term of Contract

The term of this contract shall be from the date of signature by CMS's authorized representative through December 31, 2026, after which this contract may be renewed for successive one-year periods in accordance with 42 CFR § 422.505(c) and as discussed in Paragraph A of Article VII below. **[42 CFR § 422.505]**

This contract governs the respective rights and obligations of the parties as of the effective date set forth above, and supersedes any prior agreements between the MA Organization and CMS as of such date. MA organizations offering Part D benefits also must execute an Addendum to the Medicare Managed Care Contract Pursuant to §§ 1860D-1 through 1860D-43 of the Social Security Act for the Operation of a Voluntary Medicare Prescription Drug Plan (hereinafter the "Part D Addendum"). For MA organizations offering Medicare Advantage-Prescription Drug ("MA-PD") plans, the Part D Addendum governs the rights and obligations of the parties relating to the provision of Part D benefits, in accordance with its terms, as of its effective date.

Article II

Coordinated Care Plan

A. The MA Organization agrees to operate one or more coordinated care plans as defined in 42 CFR § 422.4(a)(1)(iii), including at least one MA-PD plan in the same area as required under 42 CFR § 422.4(c), as described in its final Plan Benefit Package (PBP) bid submission (benefit and price bid) proposal as approved by CMS and as attested to in the Medicare Advantage Attestation of Benefit Plan. The MA Organization agrees to comply with the requirements of this contract (which incorporates in its entirety the *2026 Part C-Medicare Advantage and 1876 Cost Plan Expansion Application* (released on January 7, 2025)), §§ 1851 through 1859 of the Act, the regulations at 42 CFR Part 422, and all other applicable Federal statutes and regulations and the policies outlined in guidance, such as the Medicare Managed Care Manual, the Medicare Communications and Marketing Guidelines, CMS Participant Guides, Health Plan Management System memos, Rate Announcements, and trainings.

B. Except as provided in paragraph (D) of this Article, this contract is deemed to incorporate any changes that are required by statute to be implemented during the term of the contract and any regulations implementing or interpreting such statutory provisions.

C. CMS agrees to perform its obligations to MA Organization consistent with the requirements of this contract, §§ 1851 through 1859 of the Act, the regulations at 42 CFR Part 422, and all other applicable Federal statutes and regulations.

D. CMS will not implement, other than at the beginning of a calendar year, requirements under 42 CFR Part 422 that impose a new significant cost or burden on MA organizations or plans, unless a different effective date is required by statute. **[42 CFR § 422.521]**

E. If the MA Organization had a contract with CMS for Contract Year 2025 under the contract ID number designated above, this document is considered a renewal of the existing contract. While the terms of this document supersede the terms of the 2025 contract, the parties' execution of this contract does not extinguish or interrupt any pending obligations or actions that may have arisen under the 2025 or prior year contracts.

F. This contract is in no way intended to supersede or modify 42 CFR Part 422. Failure to reference a regulatory requirement in this contract does not affect the applicability of such requirements to the MA Organization and CMS.

Article III

Functions To Be Performed By Medicare Advantage Organization

A. PROVISION OF BENEFITS

The MA Organization agrees to provide enrollees in each of its MA plans the basic benefits as required under 42 CFR §§ 422.100 and 422.101 and, to the extent applicable, supplemental benefits under 42 CFR § 422.102 and as established in the MA Organization's final benefit and price bid proposal as approved by CMS and listed in the Medicare Advantage Attestation of Benefit Plan, which is included in the contract materials. The MA Organization agrees to provide access to such benefits as required under 42 CFR Part 422 Subpart C in a manner consistent with professionally recognized standards of health care and according to the access standards stated in 42 CFR §§ 422.112 and 422.116. **[42 CFR § 422.504(a)(3)]**

B. ENROLLMENT REQUIREMENTS

1. The MA Organization agrees to accept new enrollments, make enrollments effective, process voluntary disenrollments, and limit involuntary disenrollments, as provided in 42 CFR Part 422 Subpart B. **[42 CFR § 422.504(a)(1)]**
2. The MA Organization shall comply with the provisions of 42 CFR § 422.110 concerning prohibitions against discrimination in beneficiary enrollment, other than in enrolling eligible beneficiaries in a CMS-approved special needs plan that exclusively enrolls special needs individuals consistent with 42 CFR §§ 422.2, 422.4(a)(1)(iv), and 422.52. **[42 CFR § 422.504(a)(2)]**

C. BENEFICIARY PROTECTIONS

1. The MA Organization agrees to comply with all requirements in 42 CFR Part 422 Subpart M governing coverage determinations, grievances, and appeals. **[42 CFR § 422.504(a)(7)]**
2. The MA Organization agrees to comply with the confidentiality and enrollee record accuracy requirements in 42 CFR § 422.118. **[42 CFR § 422.504(a)(13)]**
3. Beneficiary Financial Protections. The MA Organization agrees to comply with the following requirements:
   (a) The MA Organization must adopt and maintain arrangements satisfactory to CMS to protect its enrollees from incurring liability for payment of any fees that are the legal obligation of the MA Organization in accordance with the requirements of 42 CFR § 422.504(g)(1).
   (b) The MA Organization must provide for continuation of enrollee health care benefits as required by 42 CFR § 422.504(g)(2).
   (c) In meeting the requirements of this paragraph, other than the provider contract requirements specified in 42 CFR § 422.504(g)(1)(i), the MA Organization may use—

(i) Contractual arrangements;
(ii) Insurance acceptable to CMS;
(iii) Financial reserves acceptable to CMS; or
(iv) Any other arrangement acceptable to CMS. **[42 CFR § 422.504(g)(3)]**

D. PROVIDER PROTECTIONS

1. The MA Organization agrees to comply with all applicable requirements for health care providers, including physicians, practitioners, providers of services (as defined in section 1861 of the Act), and suppliers, in 42 CFR Part 422 Subpart E, including provider certification requirements, anti-discrimination requirements, provider participation and consultation requirements, the prohibition on interference with provider advice, limits on provider indemnification, rules governing payments to providers, limits on physician incentive plans, and preclusion list requirements in 42 CFR §§ 422.222 and 422.224. **[42 CFR § 422.504(a)(6)]**
2. The MA Organization agrees to comply with the prompt payment provisions of 42 CFR § 422.520 and with instructions issued by CMS, as they apply to each type of plan included in the contract. **[42 CFR § 422.504(c)]**
   (a) The MA Organization must pay 95 percent of "clean claims" within 30 days of receipt if they are claims for covered services that are not furnished under a written agreement between the organization and the provider. The term clean claim is defined in accordance with 42 CFR § 422.500.
      (i) The MA Organization must pay interest on clean claims that are not paid within 30 days in accordance with §§ 1816(c)(2) and 1842(c)(2) of the Act.
      (ii) All other claims from non-contracted providers must be paid or denied within 60 calendar days from the date of the request. **[42 CFR § 422.520(a)]**
3. Agreements with Federally Qualified Health Centers (FQHC)
   (a) The MA Organization agrees to pay an FQHC a similar amount to what it pays other providers for similar services.
   (b) Under such a contract, the FQHC must accept this payment as payment in full, except for allowable cost sharing which it may collect.
   (c) Financial incentives, such as risk pool payments or bonuses, and financial withholdings are not considered in determining the payments made by CMS under 42 CFR § 422.316(a). **[42 CFR § 422.527]**

E. QUALITY IMPROVEMENT PROGRAM

1. The MA Organization agrees to operate a quality assurance and performance improvement program, including provisions for the collection, maintenance, and submission of health and performance data, and have an agreement for external quality review as applicable for each type of plan included in the contract and as required by 42 CFR Part 422 Subpart D. **[42 CFR § 422.504(a)(5)]**
2. The MA Organization agrees to address complaints received by CMS against the MA Organization through the CMS complaint tracking system. **[42 CFR § 422.504(a)(15)]**

F. COMPLIANCE PLAN

The MA Organization agrees to implement a compliance plan in accordance with the requirements of 42 CFR § 422.503(b)(4)(vi). **[42 CFR § 422.503(b)(4)(vi)]**

G. PROGRAM INTEGRITY

1. The MA Organization agrees to provide notice based on best knowledge, information, and belief to CMS of any integrity items related to payments from governmental entities, both Federal and State, for healthcare or prescription drug services. These items include any investigations, legal actions, or matters subject to arbitration brought involving the MA Organization (or the MA Organization's firm if applicable) and its subcontractors (excluding contracted network providers), including any key management or executive staff, or any major shareholders (5% or more), by a government agency (State or Federal) on matters relating to payments from governmental entities, both Federal and State, for healthcare and/or prescription drug services. In providing the notice, the MA Organization shall keep the Government informed of when the integrity item is initiated and when it is closed. Notice should be provided of the details concerning any resolution and monetary payments as well as any settlement agreements or corporate integrity agreements.
2. The MA Organization agrees to provide notice based on best knowledge, information, and belief to CMS in the event the MA Organization or any of its subcontractors is criminally convicted or has a civil judgment entered against it for fraudulent activities or is sanctioned under any Federal program involving the provision of health care or prescription drug services.

H. MARKETING

1. The MA Organization may not distribute any marketing materials, as defined in 42 CFR § 422.2260, unless it complies with the requirements of 42 CFR Part 422 Subpart V. **[42 CFR Part 422 Subpart V]**
2. The MA Organization must disclose the information to each enrollee electing a plan as outlined in 42 CFR § 422.111. **[42 CFR §§ 422.111 and 422.504(a)(4)]**
3. The MA Organization must comply with all applicable statutes and regulations, including and without limitation § 1851(h) of the Act and 42 CFR § 422.111, 42 CFR Part 422 Subpart V, and 42 CFR Part 423 Subpart V. Failure to comply may result in sanctions as provided in 42 CFR Part 422 Subpart O. **[42 CFR § 422.504 (a)(4)]**

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Article IV

CMS Payment to MA Organization

A. The MA Organization agrees to develop its annual benefit and price bid proposal and submit to CMS all required information on premiums, benefits, and cost sharing, as required under 42 CFR Part 422 Subpart F. **[42 CFR § 422.504(a)(10)]**

B. METHODOLOGY

CMS agrees to pay the MA Organization, and MA Organization agrees that it will be paid, under this contract in accordance with the provisions of § 1853 of the Act and 42 CFR Part 422 Subpart G. **[42 CFR § 422.504(a)(9)]**

C. ELECTRONIC HEALTH RECORDS INCENTIVE PROGRAM

The MA Organization agrees to abide by the requirements in 42 CFR §§ 495.200 et seq. and § 1853(m) of the Act.

D. ATTESTATION OF PAYMENT DATA

As a condition for receiving a monthly payment under paragraph B of this article, and 42 CFR Part 422 Subpart G, the MA Organization agrees that its chief executive officer (CEO), chief financial officer (CFO), or an individual delegated with the authority to sign on behalf of one of these officers, and who reports directly to such officer, must request payment under the contract on the forms provided through HPMS, titled as *"Certification of Quarterly Enrollment and Payment Data,"* and *"Attestation of Risk Adjustment Data Information Relating to CMS Payment to a Medicare Advantage Organization or PACE Organization."* Additionally, the Medicare Advantage Plan Attestation of Benefit Plan, which is included in the contract materials, must be signed. **[42 CFR § 422.504(l)]**

Article V

MA Organization Relationship with Related Entities, Contractors, and Subcontractors

A. Notwithstanding any relationship(s) that the MA Organization may have with first tier, downstream, and related entities, the MA Organization maintains ultimate responsibility for adhering to and otherwise fully complying with all terms and conditions of its contract with CMS. **[42 CFR § 422.504(i)(1)]**

B. The MA Organization agrees to require all first tier, downstream, and related entities to agree that--

1. The Department of Health and Human Services (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 related entities related to CMS's contract with the MA Organization;
2. HHS, the Comptroller General, or their designees have the right to audit, evaluate, collect, and inspect any records under paragraph B(1) of this Article directly from any first tier, downstream, or related entity;
3. For records subject to review under paragraph B(2) of this Article, except in exceptional circumstances, CMS will provide notification to the MA Organization that a direct request for information has been initiated;
4. HHS, the Comptroller General, or their designees have the right to inspect, evaluate, and audit any pertinent information for any particular contract period for 10 years from the final date of the contract period or from the date of completion of any audit, whichever is later; and

5. They will ensure that payments are not made to individuals and entities included on the preclusion list, defined in 42 CFR § 422.2, in accordance with the provisions in 42 CFR §§ 422.222 and 422.224. **[42 CFR § 422.504(i)(2)]**

C. The MA Organization agrees that all contracts or written arrangements into which the MA Organization enters with first tier, downstream, and related entities shall contain the provisions required by 42 CFR § 422.504(i)(3).

D. If any of the MA Organization's activities or responsibilities under this contract with CMS are delegated to other parties, all contracts or written arrangements with any first tier, downstream, or related entity must meet the requirements of 42 CFR § 422.504(i)(4).

E. If the MA Organization delegates selection of the providers, contractors, or subcontractors to another organization, the MA Organization's contract with that organization must state that the CMS-contracting MA Organization retains the right to approve, suspend, or terminate any such arrangement. **[42 CFR § 422.504(i)(5)]**

F. As of the date of this contract and throughout its term, the MA Organization--

1. Agrees that any physician incentive plan it operates meets the requirements of 42 CFR § 422.208, and
2. Has assured that all physicians and physician groups that the MA Organization's physician incentive plan places at substantial financial risk have adequate stop-loss protection in accordance with 42 CFR § 422.208(f). **[42 CFR § 422.208]**

Article VI

Records Requirements

A. MAINTENANCE OF RECORDS

1. The MA Organization agrees to maintain for 10 years books, records, documents, and other evidence of accounting procedures and practices in accordance with the requirements of 42 CFR § 422.504(d).
2. Access to facilities and records.
   (a) The MA Organization agrees that HHS, the Comptroller General, or their designee may evaluate, audit, and inspect the records and facilities of the MA Organization in accordance with 42 CFR §§ 422.503(d)(2) and 422.504(e).
   (b) This right extends through 10 years from the final date of the contract period or completion of audit, whichever is later, except as provided in 42 CFR § 422.504(e)(4).

B. REPORTING REQUIREMENTS

1. The MA Organization agrees to comply with the reporting requirements in 42 CFR § 422.516 and the requirements in 42 CFR § 422.310 for submitting data to CMS. **[42 CFR § 422.504(a)(8)]**
2. The MA Organization agrees to submit to CMS and, as applicable, its enrollees, information as described in 42 CFR § 422.504(f).
3. Electronic communication. The MA Organization must have the capacity to communicate with CMS electronically. **[42 CFR § 422.504(b)]**
4. The MA Organization acknowledges that CMS releases to the public the following data, consistent with 42 CFR Part 422 Subpart K, and 42 CFR Part 423 Subpart K:
   (a) Summary reconciled Part C and Part D payment data after the reconciliation of Part C and Part D payments, as provided in 42 CFR § 422.504(n)(1) and 42 CFR § 423.505(o)(1);
   (b) MA bid pricing data submitted during the annual bidding process, as described at 42 CFR § 422.272; and
   (c) Part C Medical Loss Ratio data for the contract year, as described at 42 CFR § 422.2490, and, for Part D plan sponsors, Part D Medical Loss Ratio data for the contract year, as described at 42 CFR § 423.2490. **[42 CFR § 422.504(n)]**

Article VII

Renewal of the MA Contract

A. RENEWAL OF CONTRACT

In accordance with 42 CFR § 422.505, following the initial contract period, this contract is renewable annually only if-

1. The MA Organization has not provided CMS with a notice of intention not to renew; **[42 CFR § 422.506(a)]**
2. CMS and the MA Organization reach agreement on the bid under 42 CFR Part 422 Subpart F; and **[42 CFR § 422.505(d)]**
3. CMS has not provided the MA Organization with notice of its intention not to renew.

B. NONRENEWAL OF CONTRACT

1. In accordance with 42 CFR § 422.506, the MA Organization may elect not to renew its contract with CMS as of the end of the term of the contract for any reason, provided it meets the timeframes for doing so set forth in this subparagraph.
2. If the MA Organization does not intend to renew its contract, it must notify--
   (a) CMS, in writing, by the first Monday in June of the year in which the contract would end, pursuant to 42 CFR § 422.506.
   (b) Each Medicare enrollee by mail, at least 90 calendar days before the date on which the nonrenewal is effective. The MA Organization must also provide each enrollee with information about alternative enrollment options by providing a written description, approved by CMS prior to issuance, of all alternatives available for obtaining Medicare services within the service area including alternative MA plans, MA-PD plans, Medigap options, and original Medicare and prescription drug plans (PDPs), or placing outbound calls to all affected enrollees to ensure beneficiaries know who to contact to learn about their enrollment options.
3. If the MA Organization submits a request to end the term of its contract after the deadline in 42 CFR § 422.506, CMS and the MA Organization may mutually consent to terminate the contract pursuant to 42 CFR § 422.508 when a nonrenewal notice is submitted after the applicable annual nonrenewal notice deadline if –
   (a) The contract termination does not negatively affect the administration of the Medicare program;
   (b) The MA Organization provides notice to its Medicare enrollees and the general public as required by paragraph A, subparagraph 1(b) of Article VIII below; and
   (c) Included as a provision of the termination agreement is language prohibiting the MA Organization from applying for new contracts or service area expansions for a period of 2 years, absent circumstances warranting special consideration. This prohibition may apply regardless of the product type, contract type, or service area of the previous contract.
4. If the MA Organization does not renew a contract under this subparagraph or if a contract is mutually terminated, CMS may deny an application for a new contract or a service area expansion from the MA Organization or with any organization whose covered persons, as defined at 42 CFR §§ 422.506(a)(4) and 422.508(d), also served as covered persons for the non-renewing MA Organization for 2 years unless there are special circumstances that warrant special consideration, as determined by CMS. This prohibition may apply regardless of the product type, contract type, or service area of the previous contract. **[42 CFR §§ 422.506(a)(4) and 422.508(c) and (d)]**

Article VIII

Modification or Termination of the Contract

A. MODIFICATION OR TERMINATION OF CONTRACT BY MUTUAL CONSENT

1. This contract may be modified or terminated at any time by written mutual consent.
   (a) If the contract is modified by written mutual consent, the MA Organization must notify its Medicare enrollees of any changes that CMS determines are appropriate for notification within the timeframes specified by CMS. **[42 CFR § 422.508(a)(2)]**
   (b) If the contract is terminated by written mutual consent, except as provided in subparagraph 2 of this paragraph, the MA Organization must provide notice to its Medicare enrollees and the general public as provided in paragraph B, subparagraph 2(b) of this Article. **[42 CFR § 422.508(a)(1)]**
2. If this contract is terminated by written mutual consent and replaced the day following such termination by a new MA contract, the MA Organization is not required to provide the notice specified in paragraph B of this Article. **[42 CFR § 422.508(b)]**
3. As a condition of the consent to a mutual termination, CMS will require as a provision of the termination agreement language prohibiting the MA Organization from applying for new contracts or service area expansions for a period of 2 years, absent circumstances warranting special consideration.

This prohibition may apply regardless of the product type, contract type, or service area of the previous contract. **[42 CFR § 422.508(c)]**

B. TERMINATION OF THE CONTRACT BY CMS OR THE MA ORGANIZATION

1. Termination by CMS.

(a) CMS may at any time terminate a contract if CMS determines that the MA Organization meets any of the following: **[42 CFR § 422.510(a)(1)-(3)]**

(i) Has failed substantially to carry out the terms of its contract with CMS.

(ii) Is carrying out its contract in a manner that is inconsistent with the efficient and effective implementation of 42 CFR Part 422.

(iii)No longer substantially meets the applicable conditions of 42 CFR Part 422.

(b) CMS may make a determination under paragraph B(1)(a)(i), (ii), or (iii) of this Article if the MA Organization has had one or more of the conditions listed in 42 CFR § 422.510(a)(4) occur.

(c) Notice. If CMS decides to terminate a contract, it will give notice of the termination as follows: **[42 CFR § 422.510(b)(1)]**

(i) CMS will notify the MA Organization in writing at least 45 calendar days before the intended date of the termination.

(ii) The MA Organization will notify its Medicare enrollees of the termination by mail at least 30 calendar days before the effective date of the termination.

(iii)The MA Organization will notify the general public of the termination at least 30 calendar days before the effective date of the termination by releasing a press statement to news media serving the affected community or county and posting the press statement prominently on the organization's Web site.

(iv)In the event that CMS issues a termination notice to the MA Organization on or before August 1 with an effective date of the following December 31, the MA Organization must issue notification to its Medicare enrollees at least 90 days prior to the effective date of termination.

(d) Expedited termination of contract by CMS. **[42 CFR § 422.510(b)(2)]**

(i) For terminations based on violations prescribed in 42 CFR § 422.510(a)(4)(i), if the MA Organization experiences financial difficulties so severe that its ability to make necessary health services available is impaired to the point of posing an imminent and serious risk to the health of its enrollees, or otherwise fails to make services available to the extent that such a risk to health exists, or if CMS determines that a delay in termination would pose an imminent and serious threat to the health of the individuals enrolled with the MA Organization, CMS will notify the MA Organization in writing that its contract has been terminated on a date specified by CMS. If a termination is effective in the middle of a month, CMS has the right to recover the prorated share of the capitation payments made to the MA Organization covering the period of the month following the contract termination.

(ii) CMS will notify the MA Organization's Medicare enrollees in writing of CMS's decision to terminate the MA Organization's contract. This notice will occur no later than 30 days after CMS notifies the MA Organization of its decision to terminate this contract. CMS will simultaneously inform the Medicare enrollees of alternative options for obtaining Medicare services, including alternative MA Organizations in a similar geographic area and original Medicare.

(iii)CMS will notify the general public of the termination no later than 30 days after notifying the MA Organization of CMS's decision to terminate this contract. This notice will be published in one or more newspapers of general circulation in each community or county located in the MA Organization's service area.

(e) Corrective action plan **[42 CFR § 422.510(c)]**

(i) General. Before providing a notice of intent to terminate a contract for reasons other than the grounds specified in subparagraph 1(d)(i) of this paragraph, CMS will provide the MA Organization with notice specifying the MA Organization's deficiencies and a reasonable opportunity of at least 30 calendar days to develop and implement a corrective action plan to correct the deficiencies that are the basis of the proposed termination.

(ii) Exceptions. If a contract is terminated under subparagraph 1(d)(i) of this paragraph, the MA Organization will not be provided with the opportunity to develop and implement a corrective action plan.

(f) Appeal rights. If CMS decides to terminate this contract, it will send written notice to the MA Organization informing it of its termination appeal rights in accordance with 42 CFR Part 422 Subpart N. **[42 CFR § 422.510(d)]**

(g) If CMS makes a determination to terminate the MA Organization's contract under § 422.510(a), CMS will also impose the intermediate sanctions at § 422.750(a)(1) and (3) in accordance with the procedures outlined at 42 CFR § 422.510(e).

2. Termination by the MA Organization **[42 CFR § 422.512]**

(a) Cause for termination. The MA Organization may terminate this contract if CMS fails to substantially carry out the terms of the contract.

(b) Notice. The MA Organization must give advance notice as follows:

(i) To CMS, at least 90 days before the intended date of termination. This notice must specify the reasons why the MA Organization is requesting contract termination.

(ii) To its Medicare enrollees, at least 60 days before the termination effective date. This notice must include a written description of alternatives available for obtaining Medicare services within the service area, including alternative MA and MA-PD plans, PDPs, Medigap options, and original Medicare and must receive CMS approval.

(iii)To the general public at least 60 days before the termination effective date by publishing a CMS-approved notice in one or more newspapers of general circulation in each community or county located in the MA Organization's geographic area.

(c) Effective date of termination. The effective date of the termination will be determined by CMS and will be at least 90 days after the date CMS receives the MA Organization's notice of intent to terminate.

(d) CMS's liability. CMS's liability for payment to the MA Organization ends as of the first day of the month after the last month for which the contract is in effect, but CMS shall make payments for amounts owed prior to termination but not yet paid.

(e) Effect of termination by the organization. CMS may deny an application for a new contract or service area expansion from the MA Organization or with an organization whose covered persons, as defined in 42 CFR § 422.512(e)(2), also served as covered persons for the terminating MA Organization for a period of 2 years from the date the Organization has terminated this contract, unless there are circumstances that warrant special consideration, as determined by CMS. This prohibition may apply regardless of the product type, contract type, or service area of the previous contract. **[42 CFR § 422.512]**

Article IX

Requirements of Other Laws and Regulations

A. The MA Organization agrees to comply with--

1. Federal laws and regulations designed to prevent or ameliorate fraud, waste, and abuse, including, but not limited to, applicable provisions of Federal criminal law, the False Claims Act (31 USC §§ 3729 et seq.), and the anti-kickback statute (§ 1128B(b) of the Act): and
2. Health Insurance Portability and Accountability Act (HIPAA) rules at 45 CFR Parts 160, 162, and 164. **[42 CFR § 422.504(h)]**

B. Pursuant to § 13112 of the American Recovery and Reinvestment Act of 2009 (ARRA), the MA Organization agrees that as it implements, acquires, or upgrades its health information technology systems, it shall utilize, where available, health information technology systems and products that meet standards and implementation specifications adopted under § 3004 of the Public Health Service Act, as amended by § 13101 of the ARRA.

C. In the event that any provision of this contract conflicts with the provisions of any statute or regulation applicable to an MA Organization, the provisions of the statute or regulation shall have full force and effect.

D. The MA Organization agrees to comply with applicable anti-discrimination laws, including Title VI of the Civil Rights Act of 1964 (and pertinent regulations at 45 CFR Part 80), § 504 of the Rehabilitation Act of 1973 (and pertinent regulations at 45 CFR Part 84), and the Age Discrimination Act of 1975 (and pertinent regulations at 45 CFR Part 91). The MA Organization agrees to comply with the requirements relating to Nondiscrimination in Health Programs and Activities in 45 CFR Part 92, including submitting assurances that the MA Organization's health programs and activities will be operated in compliance with the nondiscrimination requirements, as required in 45 CFR § 92.5.

Article X

Severability

The MA Organization agrees that, upon CMS's request, this contract will be amended to exclude any MA plan, segment of any MA plan, or State-licensed entity specified by CMS, and a separate contract for any such excluded plan, segment, or entity will be deemed to be in place when such a request is made. **[42 CFR §§ 422.503(e) and 422.504(k)]**

Article XI

Miscellaneous

A. DEFINITIONS
Terms not otherwise defined in this contract shall have the meaning given to such terms in 42 CFR Part 422.

B. ALTERATION TO ORIGINAL CONTRACT TERMS
The MA Organization agrees and attests that it has not altered in any way the terms of this contract presented for signature by CMS. The MA Organization agrees that any alterations to the original text the MA Organization may make to this contract shall not be binding on the parties.

C. ADDITIONAL CONTRACT TERMS
The MA Organization agrees to include in this contract other terms and conditions in accordance with 42 CFR § 422.504(j).

D. The MA Organization agrees to maintain a fiscally sound operation by at least maintaining a positive net worth (total assets exceed total liabilities) as required in 42 CFR § 422.504(a)(14).

E. The MA Organization agrees to maintain administrative and management capabilities sufficient for the organization to organize, implement, and control the financial, marketing, benefit administration, and quality improvement activities related to the delivery of Part C services as required by 42 CFR § 422.504(a)(16).

F. The MA Organization agrees to maintain a Part C summary plan rating score of at least 3 stars under the 5-star rating system specified in 42 CFR Part 422 Subpart D, as required by 42 CFR § 422.504(a)(17).

G. CMS may determine that the MA Organization is out of compliance with a Part C requirement and take compliance actions as described in 42 CFR § 422.504(m) or issue intermediate sanctions as defined in 42 CFR Part 422 Subpart O. **[42 CFR § 422.504(m)]**

H. The MA Organization agrees to comply with all requirements that are specific to a particular type of MA plan offered under this contract, such as the special rules for private fee-for-service plans in 42 CFR §§ 422.114 and 422.216; the rules for special needs plans in 42 CFR §§ 422.101(f), 422.107, 422.152(g), and 422.629 through 422.634; and the MSA requirements in 42 CFR §§ 422.56, 422.103, and 422.262.

I. The MA Organization agrees to comply with the requirements for access to health data and plan information in 42 CFR §§ 422.119 through 422.122.

J. **Business Continuity**: The MA Organization agrees to develop, maintain, and implement a business continuity plan as required by 42 CFR § 422.504(o).

K. The MA Organization agrees not to establish a segment of an MA plan that meets the criteria in 42 CFR § 422.514(d), as determined using the procedures described in 42 CFR § 422.514(e)(3). **[42 CFR § 422.504(a)(19)]**

L. The final settlement process and payment, as well as any appeals, will be handled in accordance with 42 CFR §§ 422.528 and 422.529.

M. If the MA Organization has received an exception from network adequacy evaluation requirements under 42 CFR § 422.116(f)(1)(ii), the MA Organization agrees to establish under this contract only MA plans that are Facility-based Institutional special needs plans (as defined in 42 CFR § 422.2) and agrees not to establish any MA plans under this contract that are not Facility-based Institutional special needs plans. **[42 CFR § 422.504(a)(21)]**

In witness whereof, the parties hereby execute this contract.

This document has been electronically signed by:

FOR THE MA ORGANIZATION

Ricardo Rivera
Contracting Official Name

8/26/2025 1:55:33 PM
Date

MMM HEALTHCARE, LLC
Organization

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FOR THE CENTERS FOR MEDICARE & MEDICAID SERVICES

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Date

Kathryn A. Coleman
Director
Medicare Drug and Health
Plan Contract Administration Group,
Center for Medicare

ADDENDUM TO MEDICARE MANAGED CARE CONTRACT PURSUANT TO SECTIONS 1851 THROUGH 1859 AND 1860D-1 THROUGH 1860D-43 OF THE SOCIAL SECURITY ACT FOR THE OPERATION OF AN EMPLOYER/UNION-ONLY GROUP MEDICARE ADVANTAGE PRESCRIPTION DRUG PLAN

The Centers for Medicare & Medicaid Services (hereinafter referred to as "CMS") and MMM HEALTHCARE, LLC, a Medicare Advantage Organization (hereinafter referred to as the "MA Organization") agree to amend the contract H4003 governing the MA Organization's operation of a Medicare Advantage plan described in § 1851(a)(2)(A) or § 1851(a)(2)(C) of the Social Security Act (hereinafter referred to as "the Act"), including all attachments, addenda, and amendments thereto, to include the provisions contained in this addendum (collectively hereinafter referred to as the "contract"), under which the MA Organization shall offer Employer/Union-Only Group MA-PD Plans (hereinafter referred to as "employer/union-only group MA-PDs") in accordance with the waivers granted by CMS under sections 1857(i) and 1860D-22(b) of the Act. The terms of this Addendum shall only apply to MA-PD plans offered exclusively to Medicare Advantage-eligible individuals enrolled in employment-based health coverage under a contract between the MA Organization and the employer/union sponsor of the employment-based health coverage, pursuant to §§ 1860D-1 through 1860D-43 (with the exception of §§ 1860D-22(a) and 1860D-31) of the Act.

This addendum is made pursuant to Subpart K of 42 CFR Parts 422 and 423.

ARTICLE I
EMPLOYER/UNION-ONLY GROUP MEDICARE ADVANTAGE PRESCRIPTION DRUG PLANS

A. MA Organization agrees to operate one or more employer/union-only group MA-PDs in accordance with the Medicare Advantage contract (as modified by this Addendum), which incorporates in its entirety the *2026 Solicitation for Applications for Medicare Prescription Drug Plan Contracts* and *2026 Part C – Medicare Advantage and 1876 Cost Plan Expansion Application* (both released on January 7, 2025) and any employer/union-only group waiver guidance issued by CMS, including, but not limited to, those requirements set forth in Chapter 12 of the Medicare Prescription Drug Benefit Manual and Chapter 9 of the Medicare Managed Care Manual (hereinafter referred to as "employer/union group waiver guidance").

B. Except as provided in Article II(B) of the contract, this Addendum is deemed to incorporate any changes that are required by statute to be implemented during the term of the contract and this Addendum and any regulations implementing or interpreting such statutory provisions.

C. In the event of any conflict between the employer/union-only group waiver guidance issued prior to the execution of the contract and this Addendum, the provisions of this Addendum shall control. In the event of any conflict between the employer/union-only group waiver guidance issued after the execution of the contract and this Addendum, the provisions of the employer/union-only group waiver guidance shall control.

D. This Addendum is in no way intended to supersede or modify sections 1851 through 1859 and 1860D-1 through D-43 of the Act or 42 CFR Parts 422 and 423, except as specifically waived in applicable employer/union-only group waiver guidance or in this Addendum. Failure to reference a statutory or regulatory requirement in this Addendum does not affect the applicability of such requirement to the MA Organization and CMS.

E. The provisions of this Addendum apply to all employer/union-only group MA-PDs offered by MA Organization under this contract number. In the event of any conflict between the provisions of this Addendum and any other provision of the contract, the terms of this Addendum shall control.

ARTICLE II
FUNCTIONS TO BE PERFORMED BY THE MEDICARE ADVANTAGE ORGANIZATION

A. PROVISION OF MA BENEFITS

1. MA Organization agrees to provide enrollees in each of its employer/union-only group MA-PDs the basic benefits (hereinafter referred to as "basic benefits") as required under 42 CFR §§ 422.100 and 422.101 and, to the extent applicable, supplemental benefits under 42 CFR § 422.102 and as established in the MA Organization's final plan benefit package proposal as approved by CMS.
2. The requirements in section 1852 of the Act and 42 CFR § 422.100(c)(1) pertaining to the offering of benefits covered under Medicare Part A and in section 1851 of the Act and 42 CFR § 422.50(a)(1) pertaining to who may enroll in an MA-PD are waived for employer/union-only group MA-PD enrollees who are not entitled to Medicare Part A, provided that the MA Organization enrolls Part B-only employer/union group members in a separate Part B-only employer/union-only "800 series" plan in accordance with CMS requirements.
3. For employer/union-only group MA-PDs offering non-calendar year coverage, MA Organization may determine basic and supplemental benefits (including deductibles, out-of-pocket limits, etc.) on a non-calendar year basis subject to the following requirements:
   (a) Applications, plan benefit packages, and other submissions to CMS must be submitted on a calendar year basis; and
   (b) CMS payments will be determined on a calendar year basis.
4. For employer/union-only group MA-PDs that have a monthly beneficiary rebate described in 42 CFR § 422.266:
   (a) MA Organization may vary the form of rebate for a particular plan benefit package so that the total monthly rebate amount may be credited differently for each employer/union group to whom MA Organization offers the plan benefit package; and
   (b) MA Organization must retain documentation that supports the use of all of the rebates on a detailed basis for each employer/union group within the plan benefit package and must provide access to this documentation in accordance with the requirements of 42 CFR §§ 422.503(d) and 422.504(d) through (f).
5. MA Organization agrees it shall obtain written agreements from each employer/union that provide that the employer/union may determine how much of an enrollee's Part C monthly beneficiary premium it will subsidize, subject to the restrictions set forth in this paragraph. MA Organization agrees to retain these written agreements with employers/unions and must provide access to this documentation for inspection or audit by CMS (or its designee) in accordance with the requirements of 42 CFR §§ 422.503(d) and 422.504(d) through (f).
   (a) The employer/union can subsidize different amounts for different classes of enrollees in the employer/union-only group health plan provided such classes are reasonable and based on objective business criteria, such as years of service, date of retirement, business location, job category, and nature of compensation (e.g., salaried v. hourly).
   (b) The employer/union cannot vary the premium subsidy for individuals within a given class of enrollees.
   (c) The employer/union cannot charge an enrollee for coverage provided under the employer/union-only group health plan more than the sum of their monthly beneficiary premium attributable to basic benefits provided under the plan as defined in 42 CFR §§ 422.2 and 422.100(c) (i.e., all Medicare-covered benefits, except hospice services and costs of kidney acquisitions for transplant) and 100% of the monthly beneficiary premium attributable to their non-Medicare Part C benefits (if any). MA Organization must pass through the monthly payments described under 42 CFR § 422.304(a) received from CMS to reduce the amount that the enrollee pays (or, in those instances where the subscriber to or participant in the employer plan pays premiums on behalf of a Medicare eligible spouse or dependent, the amount the subscriber or participant pays).

B. PROVISION OF PRESCRIPTION DRUG BENEFIT

1. Except as provided in this subsection, MA Organization agrees to provide basic prescription drug coverage, as defined under 42 CFR § 423.100, under any employer/union-only group MA-PD, in accordance with Subpart C of 42 CFR Part 423.
   (a) CMS agrees that MA Organization is not subject to the actuarial equivalence requirement set forth in 42 CFR § 423.104(e)(5) with respect to any employer/union-only group MA-PD and may provide less than the defined standard coverage between the deductible and initial coverage limit. MA Organization agrees that its basic prescription drug coverage under any employer/union-only group MA-PD will satisfy all of the other actuarial equivalence standards set forth in 42 CFR § 423.104, including but not limited to the requirement set forth in 42 CFR § 423.104(e)(3) that the plan has a total or gross value that is at least equal to the total or gross value of defined standard coverage.
   (b) CMS agrees that nothing in this Addendum prevents MA Organization from offering prescription drug benefits in addition to basic prescription drug coverage to employers/unions. Such additional benefits offered pursuant to private agreements between MA Organization and employers/unions will be considered non-Medicare Part D benefits ("non-Medicare Part D benefits"). MA Organization agrees that such additional benefits may not reduce the value of basic prescription drug coverage (e.g., additional benefits cannot impose a cap that would preclude enrollees from realizing the full value of such basic prescription drug coverage).
   (c) MA Organization agrees that enrollees of employer/union-only group MA-PDs shall not be charged more than the sum of their monthly beneficiary premium attributable to basic prescription drug coverage and 100% of the monthly beneficiary premium attributable to their non-Medicare Part D benefits (if any). MA Organization must pass through the direct subsidy payments received from CMS to reduce the amount that the beneficiary

pays (or, in those instances where the subscriber to or participant in the employer plan pays premiums on behalf of an eligible spouse or dependent, the amount the subscriber or participant pays).

(d) MA Organization agrees that any additional non-Medicare Part D benefits offered to an employer/union will always pay primary to the subsidies provided by CMS to low-income individuals under Subpart P of 42 CFR Part 423 (the "Low-Income Subsidy").

2. MA Organization agrees enrollees of employer/union-only group MA-PDs are not permitted to make payment of premiums under 42 CFR § 423.293(a) through withholding from the enrollee's Social Security, Railroad Retirement Board, or Office of Personnel Management benefit payment.
3. MA Organization agrees it shall obtain written agreements from each employer/union that provide that the employer/union may determine how much of an enrollee's Part D monthly beneficiary premium it will subsidize, subject to the restrictions set forth in this subsection. MA Organization agrees to retain these written agreements with employers/unions, including any written agreements related to items (d) through (f) of this subsection, and must provide access to this documentation for inspection or audit by CMS (or its designee) in accordance with the requirements of 42 CFR §§ 423.504(d) and 423.505(d) and (e).
   (a) The employer/union can subsidize different amounts for different classes of enrollees in the employer/union-only group MA-PD provided such classes are reasonable and based on objective business criteria, such as years of service, date of retirement, business location, job category, and nature of compensation (e.g., salaried vs. hourly). Different classes cannot be based on eligibility for the Low-Income Subsidy.
   (b) The employer/union cannot vary the premium subsidy for individuals within a given class of enrollees.
   (c) The employer/union cannot charge an enrollee for prescription drug coverage provided under the plan more than the sum of their monthly beneficiary premium attributable to basic prescription drug coverage and 100% of the monthly beneficiary premium attributable to their non-Medicare Part D benefits (if any). The employer/union must pass through direct subsidy payments received from CMS to reduce the amount that the beneficiary pays (or, in those instances where the subscriber to or participant in the employer plan pays premiums on behalf of an eligible spouse or dependent, the amount the subscriber or participant pays).
   (d) For all enrollees eligible for the Low-Income Subsidy, the low-income premium subsidy amount will first be used to reduce any portion of the MA-PD monthly beneficiary premium paid by the enrollee (or in those instances where the subscriber to or participant in the employer plan pays premiums on behalf of a low-income eligible spouse or dependent, the amount the subscriber or participant pays), with any remaining portion of the premium subsidy amount then applied toward any portion of the MA-PD monthly beneficiary premium (including any MA premium) paid by the employer/union. However, if the sum of the enrollee's MA-PD monthly premium (or the subscriber's/participant's MA-PD monthly premium, if applicable) and the employer's/union's MA-PD monthly premiums (i.e., total monthly premium) is less than the monthly low-income premium subsidy amount, any portion of the low-income subsidy premium amount above the total MA-PD monthly premium must be returned directly to CMS. Similarly, if there is no MA-PD monthly premium charged the beneficiary (or subscriber/participant, if applicable) or employer/union, the entire low-income premium subsidy amount must be returned directly to CMS and cannot be retained by the MA Organization, the employer/union, or the beneficiary (or the subscriber/participant, if applicable).
   (e) If the MA Organization does not or cannot directly bill an employer/union-only group's beneficiaries, CMS will permit the MA Organization to directly refund the amount of the low-income premium subsidy to the LIS beneficiary. This refund must meet the above requirements concerning beneficiary premium contributions; specifically, that the amount of the refund not exceed the amount of the monthly premium contribution by the enrollee and/or the employer. In addition, the sponsor must refund these amounts to the beneficiary within a reasonable time period. However, under no circumstances may this time period exceed forty-five (45) days from the date that the MA Organization receives the low-income premium subsidy amount payment for that beneficiary from CMS.
   (f) The MA Organization and the employer/union may agree that the employer/union will be responsible for reducing up-front the MA-PD premium contribution required for enrollees eligible for the Low-Income Subsidy. In those instances where the employer/union is not able to reduce up-front the MA-PD premiums paid by the enrollee (or, the subscriber/participant, if applicable), the MA Organization and the employer/union may agree that the employer/union shall directly refund to the enrollee (or subscriber/participant, if applicable) the amount of the low-income premium subsidy up to the MA-PD monthly premium contribution previously collected from the enrollee (or subscriber/participant, if applicable). The employer/union is required to complete the refund on behalf of the MA Organization within forty-five (45) days of the date the MA Organization receives from CMS the low-income premium subsidy amount payment for the low-income subsidy eligible enrollee.
   (g) If the low-income premium subsidy amount for which an enrollee is eligible is less than the portion of the Part D monthly beneficiary premium paid by the enrollee (or subscriber/participant, if applicable), then the employer/union should communicate to the enrollee (or subscriber/participant) the financial consequences of the low-income subsidy eligible individual enrolling in the employer/union-only group MA-PD as compared to enrolling in another Part D plan with a monthly beneficiary premium equal to or below the low-income premium subsidy amount.
4. For non-calendar year employer/union-only group MA-PDs, MA Organization may determine benefits (including deductibles, out-of-pocket limits, etc.) on a non-calendar year basis subject to the following requirements:
   (a) Applications, formularies, and other submissions to CMS must be submitted on a calendar year basis;
   (b) The prescription drug coverage under the employer/union-only group MA-PD must be at least actuarially equivalent to defined standard coverage for the portion of its plan year that falls in a given calendar year. An employer/union-only group MA-PD will meet this standard if its prescription drug coverage is at least actuarially equivalent for the calendar year in which the plan year starts and no design change is made for the remainder of the plan year. In no event can MA Organization increase during the plan year the annual out-of-pocket threshold; and
   (c) After an enrollee's incurred costs exceed the annual out-of-pocket threshold, the employer/union-only group MA-PD must provide prescription drug coverage that is at least actuarially equivalent to that provided under standard prescription drug coverage; eligibility for such coverage can be determined on a plan year basis.
5. MA Organization agrees to maintain administrative and management capabilities sufficient for the organization to organize, implement, and control the financial, communication, benefit administration, and quality assurance activities related to the delivery of Part D services as required by 42 CFR § 423.505(b)(25).
6. MA Organization agrees to provide applicable beneficiaries manufacturer discounts on applicable drugs both in the initial and catastrophic coverage phases of the Part D benefit in accordance with the requirements of § 1860D-14C of the Act and all applicable guidance, including the Revised Medicare Part D Manufacturer Discount Program Final Guidance.
7. MA Organization agrees to pass an essential operations test prior to the start of the benefit year. This provision only applies to new sponsors that have not previously entered into a Part D contract with CMS and neither it, nor another subsidiary of the applicant's parent organization, is offering Part D benefits during the current year. **[42 CFR § 423.505(b)(27)]**
8. MA Organization agrees to make a reasonable effort to identify all amounts incorrectly collected and to pay any other amounts due in accordance with 42 CFR § 423.294.
9. MA Organization agrees to provide all Part D enrollees with the option to participate in the Medicare Prescription Payment Plan in accordance with the requirements of 42 CFR § 423.137 and all applicable guidance.

C. CMS ENROLLMENT REQUIREMENTS

1. MA Organization agrees to restrict enrollment in an employer/union-only group MA-PD to those Medicare eligible individuals who are eligible for the employer's/union's employment-based group coverage.
2. MA Organization is not subject to the requirement to offer the employer/union-only group MA-PD to all Medicare eligible beneficiaries residing in its service area as set forth in 42 CFR § 422.50.
3. If an employer/union elects to enroll individuals eligible for its employer/union-only group MA-PDs through a group enrollment process, MA Organization is not subject to the individual enrollment requirements set forth in 42 CFR § 422.60(c). MA Organization agrees that it will comply with all the requirements for group enrollment contained in CMS guidance, including those requirements contained in the MA Enrollment and Disenrollment Guidance.

D. BENEFICIARY PROTECTIONS

1. Except as provided in II.D.2., CMS agrees that, with respect to any employer/union-only group MA-PDs, MA Organization is not subject to the information requirements set forth in 42 CFR §§ 422.64 and 423.48 and the prior review and approval of marketing materials and election forms requirements set forth in 42 CFR Part 422 Subpart V and Part 423 Subpart V. MA Organization is subject to all other disclosure and dissemination requirements contained in 42 CFR §§ 422.111 and 423.128 and that are conditions on any waivers for employer group waiver plans (EGWPs) provided in CMS guidance in Chapter

9 of the Medicare Managed Care Manual.

2. CMS agrees that the disclosure requirements set forth in 42 CFR § 422.111 do not apply with respect to any employer/union-only group health plan when the employer/union is subject to alternative disclosure requirements (e.g., the Employee Retirement Income Security Act of 1974 ("ERISA")) and fully complies with such alternative requirements. As a condition of this waiver, MA Organization must:
   (a) Provide summary plan descriptions and all other beneficiary communications required by the alternative disclosure requirements on a timely basis;
   (b) Provide these materials to CMS, upon request, in the event of beneficiary complaints, or for any other reason CMS requests, so that CMS may ensure the information accurately and adequately informs Medicare beneficiaries about their rights and obligations under the plan; and
   (c) Retain these dissemination materials and provide access to these written materials to CMS (or its designees) in accordance with 42 CFR §§ 422.503(d) and 422.504(d) and (e).
3. MA Organization agrees to comply with the conditions of this waiver contained in employer/union-only group waiver guidance, including those requirements contained in Chapter 9 of the Medicare Managed Care Manual.

E. SERVICE AREA, FORMULARIES AND PHARMACY ACCESS

1. CMS agrees that local employer/union-only group MA-PDs that provide coverage to individuals in any part of a State may offer coverage to retirees eligible for the employer/union-only group MA-PD throughout that State provided the MA Organization has properly designated (in accordance with CMS operational requirements) its employer/union-only group service areas in CMS's Health Plan Management System (HPMS) as including those areas outside of its individual service area(s) to allow for enrollment of these beneficiaries in CMS enrollment systems. CMS also agrees that employer/union-only group Regional MA-PDs that provide coverage to individuals in any part of a Region can offer coverage to retirees eligible for the employer/union-only group MA-PD throughout that Region.
2. Notwithstanding 42 CFR § 422.50(a)(3), CMS agrees that those Local Coordinated Care Health MA-PDs that provide coverage to individuals in any part of a State can offer coverage to beneficiaries eligible for the employer/union-only group plan that reside outside of the State provided it meets the conditions of this waiver designated in Chapter 9 of the Medicare Managed Care Manual.
3. CMS agrees that Private Fee-for-Service employer/union-only group MA-PDs may offer coverage beyond their designated individual service areas to all enrollees of a particular employer/union-only group plan, regardless of where they reside in the nation, provided the MA Organization has properly designated (in accordance with CMS operational requirements) its employer/union-only group service area in CMS's HPMS as including areas outside of its individual plan service area(s) to allow for the enrollment of these beneficiaries in CMS enrollment systems and provided it meets the conditions of this waiver designated in the Chapter 9 of the Medicare Managed Care Manual.
4. MA Organization agrees to utilize, as the formulary for any employer/union-only group MA-PD, a base formulary that has received approval from CMS, in accordance with CMS formulary guidance, for use in a non-group MA-PD offered by MA Organization. Except as set forth in 42 CFR § 423.120(b) and sub-regulatory guidance, MA Organization may not modify the approved base formulary used for any employer/union-only group MA-PD by removing drugs, adding additional utilization management restrictions, or increasing the cost-sharing status of a drug from the base formulary. Enhancements that are permitted to the base formulary include adding additional drugs, removing utilization management restrictions, and improving the cost-sharing status of drugs.
5. For any employer/union-only group MA-PD, MA Organization agrees to provide Part D benefits in the plan's service area utilizing a pharmacy network and formulary that meets the requirements of 42 CFR § 423.120, with the following exception: CMS agrees that the retail pharmacy access requirements set forth in 42 CFR § 423.120(a)(1) do not apply when the employer/union-only group MA-PD's pharmacy network is sufficient to meet the needs of its enrollees throughout the employer/union-only group MA-PD's service area, as determined by CMS. CMS may periodically review the adequacy of the employer/union-only group MA-PD's pharmacy network and require the employer/union-only group MA-PD to expand access if CMS determines that such expansion is necessary in order to ensure that the employer/union-only group MA-PD's network is sufficient to meet the needs of its enrollees.

F. PAYMENT TO MA ORGANIZATION

1. MA Organization is not required to submit a Part C bid pricing tool; MA Organization acknowledges and agrees that payment under Part C of Title XVIII for Part A and B services, including rebates under section 1854 of the Social Security Act, provided to enrollees in its employer/union-only group MA-PDs will be governed by the CY 2026 Rate Announcement issued on April 7, 2025. Except as provided in this subsection, payment under this Addendum for Part D benefits will be governed by the rules of Subparts G and J of 42 CFR Part 423.
   (a) MA Organization acknowledges that the risk sharing, plan entry, and retention bonus provisions of section 1858 of the Act and 42 CFR § 422.458 shall not apply to any employer/union-only group Regional MA-PDs.
   (b) MA Organization acknowledges that the risk-sharing payment adjustment described in 42 CFR § 423.336 is not applicable for any employer/union-only group MA-PD enrollee.
   (c) MA Organization is not required to submit a Part D bid and will receive a monthly direct subsidy under 42 CFR Part 423 Subpart G for each employer/union-only group MA-PD enrollee equal to the amount of the national average monthly bid amount (not its approved standardized bid), adjusted for health status (as determined under 42 CFR § 423.329(b)(1)) and reduced by the base beneficiary premium for the employer/union-only group MA-PD, as adjusted under 42 CFR § 423.286(d)(3), if applicable. The further adjustments to the base beneficiary premium contained in 42 CFR § 423.286(d)(1) and (2) do not apply.
   (d) MA Organization will not receive monthly reinsurance payment or low-income cost-sharing subsidy amounts in the manner set forth in 42 CFR §§ 423.329(c)(2)(i) and 423.329(d)(2)(i) for any employer/union-only group MA-PD enrollee, but instead will receive the full reinsurance and low-income cost-sharing subsidy payments following the end of year reconciliation as described in 42 CFR §§ 423.329(c)(2)(ii) and 423.329(d)(2)(ii), respectively.
2. For non-calendar year plans:
   (a) CMS payments are determined on a calendar year basis;
   (b) Low-income subsidy payments and reconciliations are determined based on the calendar year for which the payments are made; and
   (c) MA Organization acknowledges that it does not receive reinsurance payments under 42 CFR § 423.329(c).

G. MA ORGANIZATION REIMBURSEMENT TO PHARMACIES **[42 CFR §§ 423.505(b)(21) and 423.520]**

1. If an MA Organization uses a standard for reimbursement of pharmacies based on the cost of a drug, MA Organization will update such standard not less frequently than once every 7 days, beginning with an initial update on January 1 of each year, to accurately reflect the market price of the drug.
2. If the source for any prescription drug pricing standard is not publicly available, MA Organization will disclose all individual drug prices to be updated to the applicable pharmacies in advance for their use for the reimbursement of claims.
3. MA Organization will issue, mail, or otherwise transmit payment with respect to all claims submitted by pharmacies (other than pharmacies that dispense drugs by mail order only, or are located in, or contract with, a long-term care facility) within 14 days of receipt of an electronically submitted claim or within 30 days of receipt of a claim submitted otherwise.
4. MA Organization must ensure that a pharmacy located in, or having a contract with, a long-term care facility will have not less than 30 days (but not more than 90 days) to submit claims to MA Organization for reimbursement.

H. PUBLIC HEALTH SERVICE ACT

Pursuant to § 13112 of the American Recovery and Reinvestment Act of 2009 (ARRA), MA Organization agrees that as it implements, acquires, or upgrades its health information technology systems, it shall utilize, where available, health information technology systems and products that meet standards and implementation specifications adopted under § 3004 of the Public Health Service Act, as amended by § 13101 of the ARRA.

I. CMS COMPLIANCE ACTIONS

CMS may determine that MA Organization is out of compliance with a Part D requirement and take compliance actions as described in 42 CFR § 423.505(n) or issue intermediate sanctions as defined in 42 CFR Part 423 Subpart O. **[42 CFR § 423.505(n)]**

J. SETTLEMENT AND APPEALS

The final settlement process and payment, as well as any appeals, will be handled in accordance with 42 CFR §§ 423.521 and 423.522.

In witness whereof, the parties hereby execute this Addendum.

This document has been electronically signed by:

FOR THE MA ORGANIZATION

Ricardo Rivera

Contracting Official Name

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Date

MMM HEALTHCARE, LLC

Organization

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FOR THE CENTERS FOR MEDICARE & MEDICAID SERVICES

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Plan Contract Administration Group,
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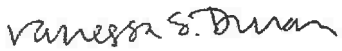

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Date

Vanessa S. Duran
Director
Medicare Drug Benefit
and C & D Data Group,
Center for Medicare

ADDENDUM TO MEDICARE MANAGED CARE CONTRACT PURSUANT TO SECTIONS 1860D-1 THROUGH 1860D-43 OF THE SOCIAL SECURITY ACT FOR THE OPERATION OF A VOLUNTARY MEDICARE PRESCRIPTION DRUG PLAN

The Centers for Medicare & Medicaid Services (hereinafter referred to as "CMS") and MMM HEALTHCARE, LLC, a Medicare managed care organization (hereinafter referred to as "MA-PD Sponsor") agree to amend the contract H4003 governing MA-PD Sponsor's operation of a Part C plan described in § 1851(a)(2)(A) of the Social Security Act (hereinafter referred to as "the Act") or a Medicare cost plan to include this addendum under which MA-PD Sponsor shall operate a Voluntary Medicare Prescription Drug Plan pursuant to §§ 1860D-1 through 1860D-43 (with the exception of §§ 1860D-22(a) and 1860D-31) of the Act.

This addendum is made pursuant to Subpart L of 42 CFR Part 417 (in the case of cost plan sponsors offering a Part D benefit) and Subpart K of 42 CFR Part 422 (in the case of an MA-PD Sponsor offering a Part C plan).

NOTE: For purposes of this addendum, unless otherwise noted, reference to an "MA-PD Sponsor" or "MA-PD Plan" is deemed to include a cost plan sponsor or an MA private fee-for-service contractor offering a Part D benefit.

Article I

Voluntary Medicare Prescription Drug Plan

A. MA-PD Sponsor agrees to operate one or more Medicare Voluntary Prescription Drug Plans as described in its application and related materials submitted to CMS for Medicare approval, including but not limited to all the attestations contained therein, and in compliance with the provisions of this addendum, which incorporates in its entirety the *2026 Solicitation for Applications for Medicare Prescription Drug Plan Contracts*, released on January 7, 2025 (hereinafter collectively referred to as "the Addendum"). MA-PD Sponsor also agrees to operate in accordance with §§ 1860D-1 through 1860D-43 (with the exception of §§ 1860D-22(a) and 1860D-31) of the Act, the regulations at 42 CFR Part 423 (with the exception of Subparts Q, R, and S), and the applicable solicitation identified above, as well as all other applicable Federal statutes, regulations, and policies outlined in guidance, such as the Medicare Managed Care Manual, the Medicare Communications and Marketing Guidelines, Final CY 2026 Part D Redesign Program Instructions, Revised Medicare Part D Manufacturer Discount Program Final Guidance, CMS Participant Guides, Health Plan Management System memos, Rate Announcement, and trainings. This Addendum is deemed to incorporate any changes that are required by statute to be implemented during the term of this contract and any regulations implementing or interpreting such statutory provisions.

B. CMS agrees to perform its obligations to MA-PD Sponsor consistent with §§ 1860D-1 through 1860D-43 (with the exception of §§ 1860D-22(a) and 1860D-31) of the Act, the regulations at 42 CFR Part 423 (with the exception of Subparts Q, R, and S), and the applicable solicitation, as well as all other applicable Federal statutes, regulations, and policies outlined in guidance, such as the Medicare Managed Care Manual, the Medicare Communications and Marketing Guidelines, Final CY 2026 Part D Redesign Program Instructions, Revised Medicare Part D Manufacturer Discount Program Final Guidance, CMS Participant Guides, Health Plan Management System memos, Rate Announcement, and trainings.

C. CMS agrees that it will not implement, other than at the beginning of a calendar year, regulations under 42 CFR Part 423 that impose new, significant regulatory requirements on MA-PD Sponsor. This provision does not apply to new requirements mandated by statute. **[42 CFR § 423.516]**

D. If MA-PD Sponsor had an MA-PD Addendum with CMS for Contract Year 2025 under the contract ID number designated above, this document is considered a renewal of the existing addendum. While the terms of this document supersede the terms of the 2025 addendum, the parties' execution of this contract does not extinguish or interrupt any pending obligations or actions that may have arisen under the 2025 or prior year addendums.

E. This Addendum is in no way intended to supersede or modify 42 CFR Parts 417, 422, or 423. Failure to reference a regulatory requirement in this Addendum does not affect the applicability of such requirements to MA-PD Sponsor and CMS.

Article II

Functions to be Performed by MA-PD Sponsor

A. ENROLLMENT

1. MA-PD Sponsor agrees to enroll in its MA-PD plan only Part D-eligible beneficiaries, as they are defined in 42 CFR § 423.30(a) and who have elected to enroll in MA-PD Sponsor's Part C or § 1876 benefit.
2. If MA-PD Sponsor is a cost plan sponsor, MA-PD Sponsor acknowledges that its § 1876 plan enrollees are not required to elect enrollment in its Part D plan.

B. PRESCRIPTION DRUG BENEFIT

1. MA-PD Sponsor agrees to provide the required prescription drug coverage as defined under 42 CFR § 423.100 and, to the extent applicable, supplemental benefits as defined in 42 CFR § 423.100 and in accordance with Subpart C of 42 CFR Part 423. MA-PD Sponsor also agrees to provide Part D benefits as described in MA-PD Sponsor's Part D bid(s) approved each year by CMS (and in the Medicare Advantage Plan Attestation of Benefit Plan, included in the contract materials).
2. MA-PD Sponsor agrees to calculate and collect beneficiary Part D premiums in accordance with 42 CFR §§ 423.286 and 423.293. MA-PD Sponsor also agrees to make a reasonable effort to identify all amounts incorrectly collected and to pay any other amounts due in accordance with 42 CFR § 423.294.
3. If MA-PD Sponsor is a cost plan sponsor, it acknowledges that its Part D benefit is offered as an optional supplemental service in accordance with 42 CFR § 417.440(b)(2)(ii).
4. MA-PD Sponsor agrees to maintain administrative and management capabilities sufficient for the organization to organize, implement, and control the financial, communication, benefit administration, and quality assurance activities related to the delivery of Part D services as required by 42 CFR § 423.505(b)(25).
5. MA-PD Sponsor agrees to provide applicable beneficiaries manufacturer discounts on applicable drugs both in the initial and catastrophic coverage phases of the Part D benefit in accordance with the requirements of § 1860D-14C of the Act and all applicable guidance, including the Revised Medicare Part D Manufacturer Discount Program Final Guidance.
6. MA-PD Sponsor agrees to provide all Part D enrollees with the option to participate in the Medicare Prescription Payment Plan in accordance with the requirements of 42 CFR § 423.137 and all applicable guidance.

C. DISSEMINATION OF PLAN INFORMATION

1. MA-PD Sponsor agrees to provide the information required in 42 CFR § 423.48.
2. MA-PD Sponsor acknowledges that CMS releases to the public the following data, consistent with 42 CFR Part 423 Subpart K:
   (a) Summary reconciled Part D payment data after the reconciliation of Part D payments, as provided in 42 CFR § 423.505(o)(1); and
   (b) Part D Medical Loss Ratio data for the contract year, as described at 42 CFR § 423.2490.
3. MA-PD Sponsor agrees to disclose information related to Part D benefits to beneficiaries in the manner and the form specified by CMS under 42 CFR § 423.128 and 42 CFR Part 423 Subpart V.

D. QUALITY ASSURANCE/UTILIZATION MANAGEMENT

1. MA-PD Sponsor agrees to operate quality assurance, drug utilization management, drug management, and medication therapy management programs, and to support electronic prescribing, in accordance with Subpart D of 42 CFR Part 423.
2. MA-PD Sponsor agrees to address and resolve complaints received by CMS against the MA-PD Sponsor through the CMS complaint tracking system as required in 42 CFR § 423.505(b)(22).
3. MA-PD Sponsor agrees to maintain a Part D summary plan rating score of at least 3 stars as required by 42 CFR § 423.505(b)(26).
4. MA-PD Sponsor agrees to pass an essential operations test prior to the start of the benefit year. This provision only applies to new sponsors that have not previously entered into a Part D contract with CMS and neither it, nor another subsidiary of the applicant's parent organization, is offering Part D benefits during the current year. **[42 CFR § 423.505(b)(27)]**

E. APPEALS AND GRIEVANCES

MA-PD Sponsor agrees to comply with all requirements in Subpart M of 42 CFR Part 423 governing coverage determinations, grievances and appeals, and formulary exceptions, and the applicable provisions of Subpart U in connection with its coverage of Part D benefits. MA-PD Sponsor acknowledges that these

requirements are separate and distinct from the appeals and grievances requirements applicable to MA-PD Sponsor in connection with its Part C or cost plan benefits.

F. PAYMENT TO MA-PD SPONSOR

MA-PD Sponsor and CMS agree that payment for Part D services under this Addendum is governed by the rules in Subpart G of 42 CFR Part 423.

G. BID SUBMISSION AND REVIEW

If MA-PD Sponsor intends to participate in the Part D program for the next program year, MA-PD Sponsor agrees to submit the next year's Part D bid, including all required information on premiums, benefits, and cost-sharing, by the applicable due date, as provided in Subpart F of 42 CFR Part 423 so that CMS and MA-PD Sponsor may conduct negotiations regarding the terms and conditions of the proposed bid and benefit plan renewal. MA-PD Sponsor acknowledges that failure to submit a timely bid under this section may affect the sponsor's ability to offer a Part C plan, pursuant to the provisions of 42 CFR § 422.4(c).

H. COORDINATION WITH OTHER PRESCRIPTION DRUG COVERAGE

1. MA-PD Sponsor agrees to comply with the coordination requirements with State Pharmacy Assistance Programs (SPAPs) and plans that provide other prescription drug coverage as described in Subpart J of 42 CFR Part 423.
2. MA-PD Sponsor agrees to comply with Medicare Secondary Payer procedures as stated in 42 CFR § 423.462.

I. SERVICE AREA AND PHARMACY ACCESS

1. MA-PD Sponsor agrees to provide Part D benefits in the service area for which it has been approved by CMS to offer Part C or cost plan benefits utilizing a pharmacy network and formulary approved by CMS that meet the requirements of 42 CFR § 423.120.
2. MA-PD Sponsor agrees to provide Part D benefits through out-of-network pharmacies according to 42 CFR § 423.124.
3. MA-PD Sponsor agrees to provide benefits by means of point-of-service systems to adjudicate prescription drug claims in a timely and efficient manner in compliance with CMS standards, except when necessary to provide access in underserved areas, I/T/U pharmacies (as defined in 42 CFR § 423.100), and long-term care pharmacies (as defined in 42 CFR § 423.100) according to 42 CFR § 423.505(b)(17).
4. MA-PD Sponsor agrees to contract with any pharmacy that meets MA-PD Sponsor's reasonable and relevant standard terms and conditions according to 42 CFR § 423.505(b)(18), including making standard contracts available on request in accordance with the timelines specified in the regulation.
   (a) If MA-PD Sponsor has demonstrated that it historically fills 98% or more of its enrollees' prescriptions at pharmacies owned and operated by MA-PD Sponsor (or presents compelling circumstances that prevent the sponsor from meeting the 98% standard or demonstrates that its Part D plan design will enable the sponsor to meet the 98% standard during the contract year), this provision does not apply to MA-PD Sponsor's plan. **[42 CFR § 423.120(a)(7)(i)]**
   (b) The provisions of 42 CFR § 423.120(a) concerning the retail pharmacy access standard do not apply to MA-PD Sponsor if the Sponsor has demonstrated to CMS that it historically fills more than 50% of its enrollees' prescriptions at pharmacies owned and operated by MA-PD Sponsor. MA-PD Sponsors excused from meeting the standard are required to demonstrate retail pharmacy access that meets the requirements of 42 CFR § 422.112 for a Part C contractor and 42 CFR § 417.416(e) for a cost plan contractor. **[42 CFR § 423.120(a)(7)(i)]**

J. EFFECTIVE COMPLIANCE PROGRAM/PROGRAM INTEGRITY

MA-PD Sponsor agrees to adopt and implement an effective compliance program that applies to its Part D-related operations, consistent with 42 CFR § 423.504(b)(4)(vi).

K. LOW-INCOME SUBSIDY

MA-PD Sponsor agrees that it will participate in the administration of subsidies for low-income subsidy eligible individuals according to Subpart P of 42 CFR Part 423.

L. BENEFICIARY FINANCIAL PROTECTIONS

MA-PD Sponsor agrees to afford its enrollees protection from liability for payment of fees that are the obligation of MA-PD Sponsor in accordance with 42 CFR § 423.505(g).

M. RELATIONSHIP WITH FIRST TIER, DOWNSTREAM, AND RELATED ENTITIES

1. MA-PD Sponsor agrees that it maintains ultimate responsibility for adhering to and otherwise fully complying with all terms and conditions of this Addendum. **[42 CFR § 423.505(i)]**
2. MA-PD Sponsor shall ensure that any contracts or agreements with first tier, downstream, and related entities performing functions on MA-PD Sponsor's behalf related to the operation of the Part D benefit are in compliance with 42 CFR § 423.505(i).
3. MA-PD Sponsor agrees that any contract between the MA-PD Sponsor and a pharmacy, or between a first tier, downstream, or related entity and a pharmacy on the MA-PD Sponsor's behalf, for participation in one or more of the MA-PD Sponsor's networks must include a provision requiring the pharmacy to be enrolled in the Medicare Transaction Facilitator Data Module (MTF DM) (or any successor to the MTF DM) in a form and manner determined by CMS and to maintain and certify up-to-date, complete, and accurate enrollment information with the MTF DM, in accordance with applicable terms and conditions of participation with the MTF DM, in a form and manner determined by CMS. **[42 CFR § 423.505(q)]**

N. CERTIFICATION OF DATA THAT DETERMINE PAYMENT

MA-PD Sponsor must provide certifications in accordance with 42 CFR § 423.505(k).

O. MA-PD SPONSOR REIMBURSEMENT TO PHARMACIES **[42 CFR §§ 423.505(b)(21) and 423.520]**

1. If MA-PD Sponsor uses a standard for reimbursement of pharmacies based on the cost of a drug, MA-PD Sponsor will update such standard not less frequently than once every 7 days, beginning with an initial update on January 1 of each year, to accurately reflect the market price of the drug.
2. If the source for any prescription drug pricing standard is not publicly available, MA-PD Sponsor will disclose all individual drug prices to be updated to the applicable pharmacies in advance for their use for the reimbursement of claims.
3. MA-PD Sponsor will issue, mail, or otherwise transmit payment with respect to all claims submitted by pharmacies (other than pharmacies that dispense drugs by mail order only, or are located in, or contract with, a long-term care facility) within 14 days of receipt of an electronically submitted claim or within 30 days of receipt of a claim submitted otherwise.
4. MA-PD Sponsor must ensure that a pharmacy located in, or having a contract with, a long-term care facility will have not less than 30 days (but not more than 90 days) to submit claims to MA-PD Sponsor for reimbursement.

Article III

Record Retention and Reporting Requirements

A. RECORD MAINTENANCE AND ACCESS

MA-PD Sponsor agrees to maintain records and provide access in accordance with 42 CFR §§ 423.505(b)(10) and 423.505(i)(2).

B. GENERAL REPORTING REQUIREMENTS

MA-PD Sponsor agrees to submit information to CMS according to 42 CFR §§ 423.505(f) and 423.514, and the applicable Final Medicare Part D Reporting Guidance.

C. CMS LICENSE FOR USE OF PLAN FORMULARY

MA-PD Sponsor agrees to submit to CMS each plan's formulary information, including any changes to its formularies, and hereby grants to the Government, and any person or entity who might receive the formulary from the Government, a non-exclusive license to use all or any portion of the formulary for any purpose related to the administration of the Part D program, including without limitation publicly distributing, displaying, publishing or reconfiguration of the information in any medium, including www.medicare.gov, and by any electronic, print or other means of distribution.

Article IV

HIPAA Provisions

A. MA-PD Sponsor agrees to comply with the confidentiality and enrollee record accuracy requirements specified in 42 CFR § 423.136.

B. MA-PD Sponsor agrees to enter into a business associate agreement with the entity with which CMS has contracted to track Medicare beneficiaries' true out-of-pocket costs.

Article V

Addendum Term and Renewal

A. TERM OF ADDENDUM
This Addendum is effective from the date of CMS's authorized representative's signature through December 31, 2026. This Addendum shall be renewable for successive one-year periods thereafter according to 42 CFR § 423.506.

B. QUALIFICATION TO RENEW ADDENDUM
1. In accordance with 42 CFR § 423.507, MA-PD Sponsor will be determined qualified to renew this Addendum annually only if MA-PD Sponsor has not provided CMS with a notice of intention not to renew in accordance with Article VI of this Addendum.
2. Although MA-PD Sponsor may be determined qualified to renew its addendum under this Article, if MA-PD Sponsor and CMS cannot reach agreement on the Part D bid under Subpart F of 42 CFR Part 423 and CMS declines to accept the bid pursuant to 42 CFR § 423.265(b)(4), no renewal takes place, and, in accordance with 42 CFR § 423.502(d)(2), the failure to reach agreement is not subject to the appeals provisions in Subpart N of 42 CFR Parts 422 or 423. (Refer to Article X for consequences of non-renewal on the Part C contract and the ability to enter into a Part C contract.)

Article VI

Nonrenewal of Addendum by MA-PD Sponsor

A. MA-PD Sponsor may non-renew this Addendum in accordance with 42 CFR § 423.507(a).
B. If MA-PD Sponsor non-renews this Addendum under this Article, CMS cannot enter into a Part D addendum with MA-PD Sponsor or with an organization whose covered persons, as defined in 42 CFR § 423.507(a)(4), also served as covered persons for the nonrenewing MA-PD Sponsor for 2 years in the PDP region or regions served by the contract unless there are circumstances that warrant special consideration, as determined by CMS.

Article VII

Modification or Termination of Addendum by Mutual Consent

This Addendum may be modified or terminated at any time by written mutual consent in accordance with 42 CFR § 423.508. (Refer to Article X for consequences of non-renewal on the Part C contract and the ability to enter into a Part C contract.)

Article VIII

Termination of Addendum by CMS

CMS may terminate this Addendum in accordance with 42 CFR § 423.509. (Refer to Article X for consequences of non-renewal on the Part C contract and the ability to enter into a Part C contract.)

Article IX

Termination of Addendum by MA-PD Sponsor

A. MA-PD Sponsor may terminate this Addendum only in accordance with 42 CFR § 423.510.
B. CMS will not enter into a new Part D addendum with an MA-PD Sponsor that has terminated its addendum or with an organization whose covered persons, as defined in 42 CFR § 423.510(e)(2), also served as covered persons for the terminating sponsor within the preceding 2 years unless there are circumstances that warrant special consideration, as determined by CMS.
C. If this Addendum is terminated under section A of this Article, MA-PD Sponsor must ensure the timely transfer of any data or files. (Refer to Article X for consequences of non-renewal on the Part C contract and the ability to enter into a Part C contract.)

Article X

Relationship between Addendum and Part C Contract or 1876 Cost Contract

A. MA-PD Sponsor acknowledges that, if it is a Medicare Part C contractor, the termination or nonrenewal of this Addendum by either party may require CMS to terminate or non-renew MA-PD Sponsor's Part C contract in the event that such non-renewal or termination prevents MA-PD Sponsor from meeting the requirements of 42 CFR § 422.4(c), in which case MA-PD Sponsor must provide the notices specified in this contract, as well as the notices specified under Subpart K of 42 CFR Part 422. MA-PD Sponsor also acknowledges that Article IX.B of this Addendum may prevent the sponsor from entering into a Part C contract for 2 years following an addendum termination or non-renewal where such non-renewal or termination prevents MA-PD Sponsor from meeting the requirements of 42 CFR § 422.4(c).
B. The termination of this Addendum by either party shall not, by itself, relieve the parties from their obligations under the Part C or cost plan contracts to which this document is an addendum.
C. In the event that MA-PD Sponsor's Part C or cost plan contract (as applicable) is terminated or nonrenewed by either party, the provisions of this Addendum shall also terminate. In such an event, MA-PD Sponsor and CMS shall provide notice to enrollees and the public as described in this contract as well as 42 CFR Part 422 Subpart K or 42 CFR Part 417 Subpart K, as applicable.

Article XI

Compliance and Enforcement Actions

A. INTERMEDIATE SANCTIONS
Consistent with Subpart O of 42 CFR Part 423, MA-PD Sponsor shall be subject to sanctions and civil money penalties.

B. COMPLIANCE ACTIONS AND PAST PERFORMANCE
CMS may determine that the MA-PD Sponsor is out of compliance with a Part D requirement and take compliance actions as described in 42 CFR § 423.505(n) or issue intermediate sanctions as defined in 42 CFR Part 423 Subpart O. **[42 CFR § 423.505(n)]**

Article XII

Severability

Severability of this Addendum shall be in accordance with 42 CFR § 423.504(e).

Article XIII

Miscellaneous

A. DEFINITIONS
Terms not otherwise defined in this Addendum shall have the meaning given such terms at §§ 1860D-1 through 1860D-43 of the Act and 42 CFR Part 423 or, as applicable, 42 CFR Part 422 or Part 417.

B. ALTERATION TO ORIGINAL ADDENDUM TERMS
MA-PD Sponsor agrees and attests that it has not altered in any way the terms of the MA-PD Addendum presented for signature by CMS. MA-PD Sponsor agrees that any alterations to the original text MA-PD Sponsor may make to this Addendum shall not be binding on the parties.

C. ADDITIONAL CONTRACT TERMS
MA-PD Sponsor agrees to include in this Addendum other terms and conditions in accordance with 42 CFR § 423.505(j).

D. Pursuant to § 13112 of the American Recovery and Reinvestment Act of 2009 (ARRA), MA-PD Sponsor agrees that as it implements, acquires, or upgrades its health information technology systems, it shall utilize, where available, health information technology systems and products that meet standards and implementation specifications adopted under § 3004 of the Public Health Service Act, as amended by § 13101 of the ARRA.

E. MA-PD Sponsor agrees to maintain a fiscally sound operation by at least maintaining a positive net worth (total assets exceed total liabilities) as required in 42 CFR § 423.505(b)(23).

F. **Business Continuity:** MA-PD Sponsor agrees to develop, maintain, and implement a business continuity plan as required by 42 CFR § 423.505(p).

G. The MA-PD Sponsor agrees to comply with applicable anti-discrimination laws, including Title VI of the Civil Rights Act of 1964 (and pertinent regulations at 45 CFR Part 80), § 504 of the Rehabilitation Act of 1973 (and pertinent regulations at 45 CFR Part 84), and the Age Discrimination Act of 1975 (and pertinent regulations at 45 CFR Part 91). The MA-PD sponsor agrees to comply with the requirements relating to Nondiscrimination in Health Programs and Activities in 45 CFR Part 92, including submitting assurances that the MA-PD Sponsor's health programs and activities are operated in compliance with the nondiscrimination requirements, as required in 45 CFR § 92.5.

H. The final settlement process and payment, as well as any appeals, will be handled in accordance with 42 CFR §§ 423.521 and 423.522.

In witness whereof, the parties hereby execute this Addendum.

This document has been electronically signed by:

FOR THE MA-PD SPONSOR

Ricardo Rivera

Contracting Official Name

8/26/2025 1:55:33 PM

Date

MMM HEALTHCARE, LLC

Organization

350 Chardon Ave Suite 500
Torre Chardon
San Juan, PR 009182137

Address

FOR THE CENTERS FOR MEDICARE & MEDICAID SERVICES

Vanessa S. Duran

9/19/2025 1:02:14 PM

Date

Vanessa S. Duran
Director
Medicare Drug Benefit
and C & D Data Group,
Center for Medicare

SIGNATURE ATTESTATION

Contract ID: H4003

Contract Name: MMM HEALTHCARE, LLC

I understand that by signing and dating this form, I am acknowledging that I am an authorized representative of the above-named organization and that I am the contracting official associated with the user ID used to log on to the Health Plan Management System (HPMS) to sign the 2026 Medicare contracting documents. I also acknowledge that in accordance with the HPMS Rule of Behavior, sharing user IDs is strictly prohibited.

This document has been electronically signed by:

Ricardo Rivera

Contracting Official Name

8/26/2025 1:55:33 PM

Date

MMM HEALTHCARE, LLC

Organization

350 Chardon Ave Suite 500
Torre Chardon
San Juan, PR 009182137

Address

CONTRACT WITH ELIGIBLE MEDICARE ADVANTAGE (MA) ORGANIZATION PURSUANT TO SECTIONS 1851 THROUGH 1859 OF THE SOCIAL SECURITY ACT FOR THE OPERATION OF A MEDICARE ADVANTAGE COORDINATED CARE PLAN(S)

CONTRACT (H4004)

Between

Centers for Medicare & Medicaid Services (hereinafter referred to as "CMS")

and

MMM HEALTHCARE, LLC

(hereinafter referred to as the "MA Organization")

CMS and the MA Organization, an entity which has been determined to be an eligible Medicare Advantage Organization by the Administrator of the Centers for Medicare & Medicaid Services under 42 CFR § 422.503, agree to the following for the purposes of §§ 1851 through 1859 of the Social Security Act (hereinafter referred to as "the Act"):

(NOTE: Citations indicated in brackets are placed in the text of this contract to note the regulatory authority for certain contract provisions. All references to Part 422 are to 42 CFR Part 422.)

Article I

Term of Contract

The term of this contract shall be from the date of signature by CMS's authorized representative through December 31, 2026, after which this contract may be renewed for successive one-year periods in accordance with 42 CFR § 422.505(c) and as discussed in Paragraph A of Article VII below. **[42 CFR § 422.505]**

This contract governs the respective rights and obligations of the parties as of the effective date set forth above, and supersedes any prior agreements between the MA Organization and CMS as of such date. MA organizations offering Part D benefits also must execute an Addendum to the Medicare Managed Care Contract Pursuant to §§ 1860D-1 through 1860D-43 of the Social Security Act for the Operation of a Voluntary Medicare Prescription Drug Plan (hereinafter the "Part D Addendum"). For MA organizations offering Medicare Advantage-Prescription Drug ("MA-PD") plans, the Part D Addendum governs the rights and obligations of the parties relating to the provision of Part D benefits, in accordance with its terms, as of its effective date.

Article II

Coordinated Care Plan

A. The MA Organization agrees to operate one or more coordinated care plans as defined in 42 CFR § 422.4(a)(1)(iii), including at least one MA-PD plan in the same area as required under 42 CFR § 422.4(c), as described in its final Plan Benefit Package (PBP) bid submission (benefit and price bid) proposal as approved by CMS and as attested to in the Medicare Advantage Attestation of Benefit Plan. The MA Organization agrees to comply with the requirements of this contract (which incorporates in its entirety the *2026 Part C-Medicare Advantage and 1876 Cost Plan Expansion Application* (released on January 7, 2025)), §§ 1851 through 1859 of the Act, the regulations at 42 CFR Part 422, and all other applicable Federal statutes and regulations and the policies outlined in guidance, such as the Medicare Managed Care Manual, the Medicare Communications and Marketing Guidelines, CMS Participant Guides, Health Plan Management System memos, Rate Announcements, and trainings.

B. Except as provided in paragraph (D) of this Article, this contract is deemed to incorporate any changes that are required by statute to be implemented during the term of the contract and any regulations implementing or interpreting such statutory provisions.

C. CMS agrees to perform its obligations to MA Organization consistent with the requirements of this contract, §§ 1851 through 1859 of the Act, the regulations at 42 CFR Part 422, and all other applicable Federal statutes and regulations.

D. CMS will not implement, other than at the beginning of a calendar year, requirements under 42 CFR Part 422 that impose a new significant cost or burden on MA organizations or plans, unless a different effective date is required by statute. **[42 CFR § 422.521]**

E. If the MA Organization had a contract with CMS for Contract Year 2025 under the contract ID number designated above, this document is considered a renewal of the existing contract. While the terms of this document supersede the terms of the 2025 contract, the parties' execution of this contract does not extinguish or interrupt any pending obligations or actions that may have arisen under the 2025 or prior year contracts.

F. This contract is in no way intended to supersede or modify 42 CFR Part 422. Failure to reference a regulatory requirement in this contract does not affect the applicability of such requirements to the MA Organization and CMS.

Article III

Functions To Be Performed By Medicare Advantage Organization

A. PROVISION OF BENEFITS

The MA Organization agrees to provide enrollees in each of its MA plans the basic benefits as required under 42 CFR §§ 422.100 and 422.101 and, to the extent applicable, supplemental benefits under 42 CFR § 422.102 and as established in the MA Organization's final benefit and price bid proposal as approved by CMS and listed in the Medicare Advantage Attestation of Benefit Plan, which is included in the contract materials. The MA Organization agrees to provide access to such benefits as required under 42 CFR Part 422 Subpart C in a manner consistent with professionally recognized standards of health care and according to the access standards stated in 42 CFR §§ 422.112 and 422.116. **[42 CFR § 422.504(a)(3)]**

B. ENROLLMENT REQUIREMENTS

1. The MA Organization agrees to accept new enrollments, make enrollments effective, process voluntary disenrollments, and limit involuntary disenrollments, as provided in 42 CFR Part 422 Subpart B. **[42 CFR § 422.504(a)(1)]**
2. The MA Organization shall comply with the provisions of 42 CFR § 422.110 concerning prohibitions against discrimination in beneficiary enrollment, other than in enrolling eligible beneficiaries in a CMS-approved special needs plan that exclusively enrolls special needs individuals consistent with 42 CFR §§ 422.2, 422.4(a)(1)(iv), and 422.52. **[42 CFR § 422.504(a)(2)]**

C. BENEFICIARY PROTECTIONS

1. The MA Organization agrees to comply with all requirements in 42 CFR Part 422 Subpart M governing coverage determinations, grievances, and appeals. **[42 CFR § 422.504(a)(7)]**
2. The MA Organization agrees to comply with the confidentiality and enrollee record accuracy requirements in 42 CFR § 422.118. **[42 CFR § 422.504(a)(13)]**
3. Beneficiary Financial Protections. The MA Organization agrees to comply with the following requirements:
   (a) The MA Organization must adopt and maintain arrangements satisfactory to CMS to protect its enrollees from incurring liability for payment of any fees that are the legal obligation of the MA Organization in accordance with the requirements of 42 CFR § 422.504(g)(1).
   (b) The MA Organization must provide for continuation of enrollee health care benefits as required by 42 CFR § 422.504(g)(2).
   (c) In meeting the requirements of this paragraph, other than the provider contract requirements specified in 42 CFR § 422.504(g)(1)(i), the MA Organization may use—

(i) Contractual arrangements;
(ii) Insurance acceptable to CMS;
(iii)Financial reserves acceptable to CMS; or
(iv)Any other arrangement acceptable to CMS. **[42 CFR § 422.504(g)(3)]**

D. PROVIDER PROTECTIONS

1. The MA Organization agrees to comply with all applicable requirements for health care providers, including physicians, practitioners, providers of services (as defined in section 1861 of the Act), and suppliers, in 42 CFR Part 422 Subpart E, including provider certification requirements, anti-discrimination requirements, provider participation and consultation requirements, the prohibition on interference with provider advice, limits on provider indemnification, rules governing payments to providers, limits on physician incentive plans, and preclusion list requirements in 42 CFR §§ 422.222 and 422.224. **[42 CFR § 422.504(a)(6)]**
2. The MA Organization agrees to comply with the prompt payment provisions of 42 CFR § 422.520 and with instructions issued by CMS, as they apply to each type of plan included in the contract. **[42 CFR § 422.504(c)]**
   (a) The MA Organization must pay 95 percent of "clean claims" within 30 days of receipt if they are claims for covered services that are not furnished under a written agreement between the organization and the provider. The term clean claim is defined in accordance with 42 CFR § 422.500.
      (i) The MA Organization must pay interest on clean claims that are not paid within 30 days in accordance with §§ 1816(c)(2) and 1842(c)(2) of the Act.
      (ii) All other claims from non-contracted providers must be paid or denied within 60 calendar days from the date of the request. **[42 CFR § 422.520(a)]**
3. Agreements with Federally Qualified Health Centers (FQHC)
   (a) The MA Organization agrees to pay an FQHC a similar amount to what it pays other providers for similar services.
   (b) Under such a contract, the FQHC must accept this payment as payment in full, except for allowable cost sharing which it may collect.
   (c) Financial incentives, such as risk pool payments or bonuses, and financial withholdings are not considered in determining the payments made by CMS under 42 CFR § 422.316(a). **[42 CFR § 422.527]**

E. QUALITY IMPROVEMENT PROGRAM

1. The MA Organization agrees to operate a quality assurance and performance improvement program, including provisions for the collection, maintenance, and submission of health and performance data, and have an agreement for external quality review as applicable for each type of plan included in the contract and as required by 42 CFR Part 422 Subpart D. **[42 CFR § 422.504(a)(5)]**
2. The MA Organization agrees to address complaints received by CMS against the MA Organization through the CMS complaint tracking system. **[42 CFR § 422.504(a)(15)]**

F. COMPLIANCE PLAN

The MA Organization agrees to implement a compliance plan in accordance with the requirements of 42 CFR § 422.503(b)(4)(vi). **[42 CFR § 422.503(b)(4)(vi)]**

G. PROGRAM INTEGRITY

1. The MA Organization agrees to provide notice based on best knowledge, information, and belief to CMS of any integrity items related to payments from governmental entities, both Federal and State, for healthcare or prescription drug services. These items include any investigations, legal actions, or matters subject to arbitration brought involving the MA Organization (or the MA Organization's firm if applicable) and its subcontractors (excluding contracted network providers), including any key management or executive staff, or any major shareholders (5% or more), by a government agency (State or Federal) on matters relating to payments from governmental entities, both Federal and State, for healthcare and/or prescription drug services. In providing the notice, the MA Organization shall keep the Government informed of when the integrity item is initiated and when it is closed. Notice should be provided of the details concerning any resolution and monetary payments as well as any settlement agreements or corporate integrity agreements.
2. The MA Organization agrees to provide notice based on best knowledge, information, and belief to CMS in the event the MA Organization or any of its subcontractors is criminally convicted or has a civil judgment entered against it for fraudulent activities or is sanctioned under any Federal program involving the provision of health care or prescription drug services.

H. MARKETING

1. The MA Organization may not distribute any marketing materials, as defined in 42 CFR § 422.2260, unless it complies with the requirements of 42 CFR Part 422 Subpart V. **[42 CFR Part 422 Subpart V]**
2. The MA Organization must disclose the information to each enrollee electing a plan as outlined in 42 CFR § 422.111. **[42 CFR §§ 422.111 and 422.504(a)(4)]**
3. The MA Organization must comply with all applicable statutes and regulations, including and without limitation § 1851(h) of the Act and 42 CFR § 422.111, 42 CFR Part 422 Subpart V, and 42 CFR Part 423 Subpart V. Failure to comply may result in sanctions as provided in 42 CFR Part 422 Subpart O. **[42 CFR § 422.504 (a)(4)]**

Article IV

CMS Payment to MA Organization

A. The MA Organization agrees to develop its annual benefit and price bid proposal and submit to CMS all required information on premiums, benefits, and cost sharing, as required under 42 CFR Part 422 Subpart F. **[42 CFR § 422.504(a)(10)]**

B. METHODOLOGY

CMS agrees to pay the MA Organization, and MA Organization agrees that it will be paid, under this contract in accordance with the provisions of § 1853 of the Act and 42 CFR Part 422 Subpart G. **[42 CFR § 422.504(a)(9)]**

C. ELECTRONIC HEALTH RECORDS INCENTIVE PROGRAM

The MA Organization agrees to abide by the requirements in 42 CFR §§ 495.200 et seq. and § 1853(m) of the Act.

D. ATTESTATION OF PAYMENT DATA

As a condition for receiving a monthly payment under paragraph B of this article, and 42 CFR Part 422 Subpart G, the MA Organization agrees that its chief executive officer (CEO), chief financial officer (CFO), or an individual delegated with the authority to sign on behalf of one of these officers, and who reports directly to such officer, must request payment under the contract on the forms provided through HPMS, titled as *"Certification of Quarterly Enrollment and Payment Data,"* and *"Attestation of Risk Adjustment Data Information Relating to CMS Payment to a Medicare Advantage Organization or PACE Organization."* Additionally, the Medicare Advantage Plan Attestation of Benefit Plan, which is included in the contract materials, must be signed. **[42 CFR § 422.504(l)]**

Article V

MA Organization Relationship with Related Entities, Contractors, and Subcontractors

A. Notwithstanding any relationship(s) that the MA Organization may have with first tier, downstream, and related entities, the MA Organization maintains ultimate responsibility for adhering to and otherwise fully complying with all terms and conditions of its contract with CMS. **[42 CFR § 422.504(i)(1)]**

B. The MA Organization agrees to require all first tier, downstream, and related entities to agree that--

1. The Department of Health and Human Services (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 related entities related to CMS's contract with the MA Organization;
2. HHS, the Comptroller General, or their designees have the right to audit, evaluate, collect, and inspect any records under paragraph B(1) of this Article directly from any first tier, downstream, or related entity;
3. For records subject to review under paragraph B(2) of this Article, except in exceptional circumstances, CMS will provide notification to the MA Organization that a direct request for information has been initiated;
4. HHS, the Comptroller General, or their designees have the right to inspect, evaluate, and audit any pertinent information for any particular contract period for 10 years from the final date of the contract period or from the date of completion of any audit, whichever is later; and

5. They will ensure that payments are not made to individuals and entities included on the preclusion list, defined in 42 CFR § 422.2, in accordance with the provisions in 42 CFR §§ 422.222 and 422.224. **[42 CFR § 422.504(i)(2)]**

C. The MA Organization agrees that all contracts or written arrangements into which the MA Organization enters with first tier, downstream, and related entities shall contain the provisions required by 42 CFR § 422.504(i)(3).

D. If any of the MA Organization's activities or responsibilities under this contract with CMS are delegated to other parties, all contracts or written arrangements with any first tier, downstream, or related entity must meet the requirements of 42 CFR § 422.504(i)(4).

E. If the MA Organization delegates selection of the providers, contractors, or subcontractors to another organization, the MA Organization's contract with that organization must state that the CMS-contracting MA Organization retains the right to approve, suspend, or terminate any such arrangement. **[42 CFR § 422.504(i)(5)]**

F. As of the date of this contract and throughout its term, the MA Organization--

1. Agrees that any physician incentive plan it operates meets the requirements of 42 CFR § 422.208, and
2. Has assured that all physicians and physician groups that the MA Organization's physician incentive plan places at substantial financial risk have adequate stop-loss protection in accordance with 42 CFR § 422.208(f). **[42 CFR § 422.208]**

Article VI

Records Requirements

A. MAINTENANCE OF RECORDS

1. The MA Organization agrees to maintain for 10 years books, records, documents, and other evidence of accounting procedures and practices in accordance with the requirements of 42 CFR § 422.504(d).
2. Access to facilities and records.
   (a) The MA Organization agrees that HHS, the Comptroller General, or their designee may evaluate, audit, and inspect the records and facilities of the MA Organization in accordance with 42 CFR §§ 422.503(d)(2) and 422.504(e).
   (b) This right extends through 10 years from the final date of the contract period or completion of audit, whichever is later, except as provided in 42 CFR § 422.504(e)(4).

B. REPORTING REQUIREMENTS

1. The MA Organization agrees to comply with the reporting requirements in 42 CFR § 422.516 and the requirements in 42 CFR § 422.310 for submitting data to CMS. **[42 CFR § 422.504(a)(8)]**
2. The MA Organization agrees to submit to CMS and, as applicable, its enrollees, information as described in 42 CFR § 422.504(f).
3. Electronic communication. The MA Organization must have the capacity to communicate with CMS electronically. **[42 CFR § 422.504(b)]**
4. The MA Organization acknowledges that CMS releases to the public the following data, consistent with 42 CFR Part 422 Subpart K, and 42 CFR Part 423 Subpart K:
   (a) Summary reconciled Part C and Part D payment data after the reconciliation of Part C and Part D payments, as provided in 42 CFR § 422.504(n)(1) and 42 CFR § 423.505(o)(1);
   (b) MA bid pricing data submitted during the annual bidding process, as described at 42 CFR § 422.272; and
   (c) Part C Medical Loss Ratio data for the contract year, as described at 42 CFR § 422.2490, and, for Part D plan sponsors, Part D Medical Loss Ratio data for the contract year, as described at 42 CFR § 423.2490. **[42 CFR § 422.504(n)]**

Article VII

Renewal of the MA Contract

A. RENEWAL OF CONTRACT

In accordance with 42 CFR § 422.505, following the initial contract period, this contract is renewable annually only if-

1. The MA Organization has not provided CMS with a notice of intention not to renew; **[42 CFR § 422.506(a)]**
2. CMS and the MA Organization reach agreement on the bid under 42 CFR Part 422 Subpart F; and **[42 CFR § 422.505(d)]**
3. CMS has not provided the MA Organization with notice of its intention not to renew.

B. NONRENEWAL OF CONTRACT

1. In accordance with 42 CFR § 422.506, the MA Organization may elect not to renew its contract with CMS as of the end of the term of the contract for any reason, provided it meets the timeframes for doing so set forth in this subparagraph.
2. If the MA Organization does not intend to renew its contract, it must notify--
   (a) CMS, in writing, by the first Monday in June of the year in which the contract would end, pursuant to 42 CFR § 422.506.
   (b) Each Medicare enrollee by mail, at least 90 calendar days before the date on which the nonrenewal is effective. The MA Organization must also provide each enrollee with information about alternative enrollment options by providing a written description, approved by CMS prior to issuance, of all alternatives available for obtaining Medicare services within the service area including alternative MA plans, MA-PD plans, Medigap options, and original Medicare and prescription drug plans (PDPs), or placing outbound calls to all affected enrollees to ensure beneficiaries know who to contact to learn about their enrollment options.
3. If the MA Organization submits a request to end the term of its contract after the deadline in 42 CFR § 422.506, CMS and the MA Organization may mutually consent to terminate the contract pursuant to 42 CFR § 422.508 when a nonrenewal notice is submitted after the applicable annual nonrenewal notice deadline if –
   (a) The contract termination does not negatively affect the administration of the Medicare program;
   (b) The MA Organization provides notice to its Medicare enrollees and the general public as required by paragraph A, subparagraph 1(b) of Article VIII below; and
   (c) Included as a provision of the termination agreement is language prohibiting the MA Organization from applying for new contracts or service area expansions for a period of 2 years, absent circumstances warranting special consideration. This prohibition may apply regardless of the product type, contract type, or service area of the previous contract.
4. If the MA Organization does not renew a contract under this subparagraph or if a contract is mutually terminated, CMS may deny an application for a new contract or a service area expansion from the MA Organization or with any organization whose covered persons, as defined at 42 CFR §§ 422.506(a)(4) and 422.508(d), also served as covered persons for the non-renewing MA Organization for 2 years unless there are special circumstances that warrant special consideration, as determined by CMS. This prohibition may apply regardless of the product type, contract type, or service area of the previous contract. **[42 CFR §§ 422.506(a)(4) and 422.508(c) and (d)]**

Article VIII

Modification or Termination of the Contract

A. MODIFICATION OR TERMINATION OF CONTRACT BY MUTUAL CONSENT

1. This contract may be modified or terminated at any time by written mutual consent.
   (a) If the contract is modified by written mutual consent, the MA Organization must notify its Medicare enrollees of any changes that CMS determines are appropriate for notification within the timeframes specified by CMS. **[42 CFR § 422.508(a)(2)]**
   (b) If the contract is terminated by written mutual consent, except as provided in subparagraph 2 of this paragraph, the MA Organization must provide notice to its Medicare enrollees and the general public as provided in paragraph B, subparagraph 2(b) of this Article. **[42 CFR § 422.508(a)(1)]**
2. If this contract is terminated by written mutual consent and replaced the day following such termination by a new MA contract, the MA Organization is not required to provide the notice specified in paragraph B of this Article. **[42 CFR § 422.508(b)]**
3. As a condition of the consent to a mutual termination, CMS will require as a provision of the termination agreement language prohibiting the MA Organization from applying for new contracts or service area expansions for a period of 2 years, absent circumstances warranting special consideration.

This prohibition may apply regardless of the product type, contract type, or service area of the previous contract. **[42 CFR § 422.508(c)]**

B. TERMINATION OF THE CONTRACT BY CMS OR THE MA ORGANIZATION

1. Termination by CMS.

(a) CMS may at any time terminate a contract if CMS determines that the MA Organization meets any of the following: **[42 CFR § 422.510(a)(1)-(3)]**

(i) Has failed substantially to carry out the terms of its contract with CMS.

(ii) Is carrying out its contract in a manner that is inconsistent with the efficient and effective implementation of 42 CFR Part 422.

(iii) No longer substantially meets the applicable conditions of 42 CFR Part 422.

(b) CMS may make a determination under paragraph B(1)(a)(i), (ii), or (iii) of this Article if the MA Organization has had one or more of the conditions listed in 42 CFR § 422.510(a)(4) occur.

(c) Notice. If CMS decides to terminate a contract, it will give notice of the termination as follows: **[42 CFR § 422.510(b)(1)]**

(i) CMS will notify the MA Organization in writing at least 45 calendar days before the intended date of the termination.

(ii) The MA Organization will notify its Medicare enrollees of the termination by mail at least 30 calendar days before the effective date of the termination.

(iii) The MA Organization will notify the general public of the termination at least 30 calendar days before the effective date of the termination by releasing a press statement to news media serving the affected community or county and posting the press statement prominently on the organization's Web site.

(iv) In the event that CMS issues a termination notice to the MA Organization on or before August 1 with an effective date of the following December 31, the MA Organization must issue notification to its Medicare enrollees at least 90 days prior to the effective date of termination.

(d) Expedited termination of contract by CMS. **[42 CFR § 422.510(b)(2)]**

(i) For terminations based on violations prescribed in 42 CFR § 422.510(a)(4)(i), if the MA Organization experiences financial difficulties so severe that its ability to make necessary health services available is impaired to the point of posing an imminent and serious risk to the health of its enrollees, or otherwise fails to make services available to the extent that such a risk to health exists, or if CMS determines that a delay in termination would pose an imminent and serious threat to the health of the individuals enrolled with the MA Organization, CMS will notify the MA Organization in writing that its contract has been terminated on a date specified by CMS. If a termination is effective in the middle of a month, CMS has the right to recover the prorated share of the capitation payments made to the MA Organization covering the period of the month following the contract termination.

(ii) CMS will notify the MA Organization's Medicare enrollees in writing of CMS's decision to terminate the MA Organization's contract. This notice will occur no later than 30 days after CMS notifies the MA Organization of its decision to terminate this contract. CMS will simultaneously inform the Medicare enrollees of alternative options for obtaining Medicare services, including alternative MA Organizations in a similar geographic area and original Medicare.

(iii) CMS will notify the general public of the termination no later than 30 days after notifying the MA Organization of CMS's decision to terminate this contract. This notice will be published in one or more newspapers of general circulation in each community or county located in the MA Organization's service area.

(e) Corrective action plan **[42 CFR § 422.510(c)]**

(i) General. Before providing a notice of intent to terminate a contract for reasons other than the grounds specified in subparagraph 1(d)(i) of this paragraph, CMS will provide the MA Organization with notice specifying the MA Organization's deficiencies and a reasonable opportunity of at least 30 calendar days to develop and implement a corrective action plan to correct the deficiencies that are the basis of the proposed termination.

(ii) Exceptions. If a contract is terminated under subparagraph 1(d)(i) of this paragraph, the MA Organization will not be provided with the opportunity to develop and implement a corrective action plan.

(f) Appeal rights. If CMS decides to terminate this contract, it will send written notice to the MA Organization informing it of its termination appeal rights in accordance with 42 CFR Part 422 Subpart N. **[42 CFR § 422.510(d)]**

(g) If CMS makes a determination to terminate the MA Organization's contract under § 422.510(a), CMS will also impose the intermediate sanctions at § 422.750(a)(1) and (3) in accordance with the procedures outlined at 42 CFR § 422.510(e).

2. Termination by the MA Organization **[42 CFR § 422.512]**

(a) Cause for termination. The MA Organization may terminate this contract if CMS fails to substantially carry out the terms of the contract.

(b) Notice. The MA Organization must give advance notice as follows:

(i) To CMS, at least 90 days before the intended date of termination. This notice must specify the reasons why the MA Organization is requesting contract termination.

(ii) To its Medicare enrollees, at least 60 days before the termination effective date. This notice must include a written description of alternatives available for obtaining Medicare services within the service area, including alternative MA and MA-PD plans, PDPs, Medigap options, and original Medicare and must receive CMS approval.

(iii) To the general public at least 60 days before the termination effective date by publishing a CMS-approved notice in one or more newspapers of general circulation in each community or county located in the MA Organization's geographic area.

(c) Effective date of termination. The effective date of the termination will be determined by CMS and will be at least 90 days after the date CMS receives the MA Organization's notice of intent to terminate.

(d) CMS's liability. CMS's liability for payment to the MA Organization ends as of the first day of the month after the last month for which the contract is in effect, but CMS shall make payments for amounts owed prior to termination but not yet paid.

(e) Effect of termination by the organization. CMS may deny an application for a new contract or service area expansion from the MA Organization or with an organization whose covered persons, as defined in 42 CFR § 422.512(e)(2), also served as covered persons for the terminating MA Organization for a period of 2 years from the date the Organization has terminated this contract, unless there are circumstances that warrant special consideration, as determined by CMS. This prohibition may apply regardless of the product type, contract type, or service area of the previous contract. **[42 CFR § 422.512]**

Article IX

Requirements of Other Laws and Regulations

A. The MA Organization agrees to comply with--

1. Federal laws and regulations designed to prevent or ameliorate fraud, waste, and abuse, including, but not limited to, applicable provisions of Federal criminal law, the False Claims Act (31 USC §§ 3729 et seq.), and the anti-kickback statute (§ 1128B(b) of the Act): and

2. Health Insurance Portability and Accountability Act (HIPAA) rules at 45 CFR Parts 160, 162, and 164. **[42 CFR § 422.504(h)]**

B. Pursuant to § 13112 of the American Recovery and Reinvestment Act of 2009 (ARRA), the MA Organization agrees that as it implements, acquires, or upgrades its health information technology systems, it shall utilize, where available, health information technology systems and products that meet standards and implementation specifications adopted under § 3004 of the Public Health Service Act, as amended by § 13101 of the ARRA.

C. In the event that any provision of this contract conflicts with the provisions of any statute or regulation applicable to an MA Organization, the provisions of the statute or regulation shall have full force and effect.

D. The MA Organization agrees to comply with applicable anti-discrimination laws, including Title VI of the Civil Rights Act of 1964 (and pertinent regulations at 45 CFR Part 80), § 504 of the Rehabilitation Act of 1973 (and pertinent regulations at 45 CFR Part 84), and the Age Discrimination Act of 1975 (and pertinent regulations at 45 CFR Part 91). The MA Organization agrees to comply with the requirements relating to Nondiscrimination in Health Programs and Activities in 45 CFR Part 92, including submitting assurances that the MA Organization's health programs and activities will be operated in compliance with the nondiscrimination requirements, as required in 45 CFR § 92.5.

Article X

Severability

The MA Organization agrees that, upon CMS's request, this contract will be amended to exclude any MA plan, segment of any MA plan, or State-licensed entity specified by CMS, and a separate contract for any such excluded plan, segment, or entity will be deemed to be in place when such a request is made. **[42 CFR §§ 422.503(e) and 422.504(k)]**

Article XI

Miscellaneous

A. DEFINITIONS
Terms not otherwise defined in this contract shall have the meaning given to such terms in 42 CFR Part 422.

B. ALTERATION TO ORIGINAL CONTRACT TERMS
The MA Organization agrees and attests that it has not altered in any way the terms of this contract presented for signature by CMS. The MA Organization agrees that any alterations to the original text the MA Organization may make to this contract shall not be binding on the parties.

C. ADDITIONAL CONTRACT TERMS
The MA Organization agrees to include in this contract other terms and conditions in accordance with 42 CFR § 422.504(j).

D. The MA Organization agrees to maintain a fiscally sound operation by at least maintaining a positive net worth (total assets exceed total liabilities) as required in 42 CFR § 422.504(a)(14).

E. The MA Organization agrees to maintain administrative and management capabilities sufficient for the organization to organize, implement, and control the financial, marketing, benefit administration, and quality improvement activities related to the delivery of Part C services as required by 42 CFR § 422.504(a)(16).

F. The MA Organization agrees to maintain a Part C summary plan rating score of at least 3 stars under the 5-star rating system specified in 42 CFR Part 422 Subpart D, as required by 42 CFR § 422.504(a)(17).

G. CMS may determine that the MA Organization is out of compliance with a Part C requirement and take compliance actions as described in 42 CFR § 422.504(m) or issue intermediate sanctions as defined in 42 CFR Part 422 Subpart O**. [42 CFR § 422.504(m)]**

H. The MA Organization agrees to comply with all requirements that are specific to a particular type of MA plan offered under this contract, such as the special rules for private fee-for-service plans in 42 CFR §§ 422.114 and 422.216; the rules for special needs plans in 42 CFR §§ 422.101(f), 422.107, 422.152(g), and 422.629 through 422.634; and the MSA requirements in 42 CFR §§ 422.56, 422.103, and 422.262.

I. The MA Organization agrees to comply with the requirements for access to health data and plan information in 42 CFR §§ 422.119 through 422.122.

J. **Business Continuity**: The MA Organization agrees to develop, maintain, and implement a business continuity plan as required by 42 CFR § 422.504(o).

K. The MA Organization agrees not to establish a segment of an MA plan that meets the criteria in 42 CFR § 422.514(d), as determined using the procedures described in 42 CFR § 422.514(e)(3). **[42 CFR § 422.504(a)(19)]**

L. The final settlement process and payment, as well as any appeals, will be handled in accordance with 42 CFR §§ 422.528 and 422.529.

M. If the MA Organization has received an exception from network adequacy evaluation requirements under 42 CFR § 422.116(f)(1)(ii), the MA Organization agrees to establish under this contract only MA plans that are Facility-based Institutional special needs plans (as defined in 42 CFR § 422.2) and agrees not to establish any MA plans under this contract that are not Facility-based Institutional special needs plans. **[42 CFR § 422.504(a)(21)]**

In witness whereof, the parties hereby execute this contract.

This document has been electronically signed by:

FOR THE MA ORGANIZATION

Ricardo Rivera
Contracting Official Name

8/26/2025 1:56:18 PM
Date

MMM HEALTHCARE, LLC
Organization

350 Chardón Avenue
Suite 500, Torre Chardón
San Juan, PR 009182137
Address

FOR THE CENTERS FOR MEDICARE & MEDICAID SERVICES

9/19/2025 1:02:14 PM
Date

Kathryn A. Coleman
Director
Medicare Drug and Health
Plan Contract Administration Group,
Center for Medicare

H4004

ADDENDUM TO MEDICARE MANAGED CARE CONTRACT PURSUANT TO SECTIONS 1851 THROUGH 1859 AND 1860D-1 THROUGH 1860D-43 OF THE SOCIAL SECURITY ACT FOR THE OPERATION OF AN EMPLOYER/UNION-ONLY GROUP MEDICARE ADVANTAGE PRESCRIPTION DRUG PLAN

The Centers for Medicare & Medicaid Services (hereinafter referred to as "CMS") and MMM HEALTHCARE, LLC, a Medicare Advantage Organization (hereinafter referred to as the "MA Organization") agree to amend the contract H4004 governing the MA Organization's operation of a Medicare Advantage plan described in § 1851(a)(2)(A) or § 1851(a)(2)(C) of the Social Security Act (hereinafter referred to as "the Act"), including all attachments, addenda, and amendments thereto, to include the provisions contained in this addendum (collectively hereinafter referred to as the "contract"), under which the MA Organization shall offer Employer/Union-Only Group MA-PD Plans (hereinafter referred to as "employer/union-only group MA-PDs") in accordance with the waivers granted by CMS under sections 1857(i) and 1860D-22(b) of the Act. The terms of this Addendum shall only apply to MA-PD plans offered exclusively to Medicare Advantage-eligible individuals enrolled in employment-based health coverage under a contract between the MA Organization and the employer/union sponsor of the employment-based health coverage, pursuant to §§ 1860D-1 through 1860D-43 (with the exception of §§ 1860D-22(a) and 1860D-31) of the Act.

This addendum is made pursuant to Subpart K of 42 CFR Parts 422 and 423.

ARTICLE I
EMPLOYER/UNION-ONLY GROUP MEDICARE ADVANTAGE PRESCRIPTION DRUG PLANS

A. MA Organization agrees to operate one or more employer/union-only group MA-PDs in accordance with the Medicare Advantage contract (as modified by this Addendum), which incorporates in its entirety the *2026 Solicitation for Applications for Medicare Prescription Drug Plan Contracts* and *2026 Part C – Medicare Advantage and 1876 Cost Plan Expansion Application* (both released on January 7, 2025) and any employer/union-only group waiver guidance issued by CMS, including, but not limited to, those requirements set forth in Chapter 12 of the Medicare Prescription Drug Benefit Manual and Chapter 9 of the Medicare Managed Care Manual (hereinafter referred to as "employer/union group waiver guidance").

B. Except as provided in Article II(B) of the contract, this Addendum is deemed to incorporate any changes that are required by statute to be implemented during the term of the contract and this Addendum and any regulations implementing or interpreting such statutory provisions.

C. In the event of any conflict between the employer/union-only group waiver guidance issued prior to the execution of the contract and this Addendum, the provisions of this Addendum shall control. In the event of any conflict between the employer/union-only group waiver guidance issued after the execution of the contract and this Addendum, the provisions of the employer/union-only group waiver guidance shall control.

D. This Addendum is in no way intended to supersede or modify sections 1851 through 1859 and 1860D-1 through D-43 of the Act or 42 CFR Parts 422 and 423, except as specifically waived in applicable employer/union-only group waiver guidance or in this Addendum. Failure to reference a statutory or regulatory requirement in this Addendum does not affect the applicability of such requirement to the MA Organization and CMS.

E. The provisions of this Addendum apply to all employer/union-only group MA-PDs offered by MA Organization under this contract number. In the event of any conflict between the provisions of this Addendum and any other provision of the contract, the terms of this Addendum shall control.

ARTICLE II
FUNCTIONS TO BE PERFORMED BY THE MEDICARE ADVANTAGE ORGANIZATION

A. PROVISION OF MA BENEFITS

1. MA Organization agrees to provide enrollees in each of its employer/union-only group MA-PDs the basic benefits (hereinafter referred to as "basic benefits") as required under 42 CFR §§ 422.100 and 422.101 and, to the extent applicable, supplemental benefits under 42 CFR § 422.102 and as established in the MA Organization's final plan benefit package proposal as approved by CMS.
2. The requirements in section 1852 of the Act and 42 CFR § 422.100(c)(1) pertaining to the offering of benefits covered under Medicare Part A and in section 1851 of the Act and 42 CFR § 422.50(a)(1) pertaining to who may enroll in an MA-PD are waived for employer/union-only group MA-PD enrollees who are not entitled to Medicare Part A, provided that the MA Organization enrolls Part B-only employer/union group members in a separate Part B-only employer/union-only "800 series" plan in accordance with CMS requirements.
3. For employer/union-only group MA-PDs offering non-calendar year coverage, MA Organization may determine basic and supplemental benefits (including deductibles, out-of-pocket limits, etc.) on a non-calendar year basis subject to the following requirements:
   (a) Applications, plan benefit packages, and other submissions to CMS must be submitted on a calendar year basis; and
   (b) CMS payments will be determined on a calendar year basis.
4. For employer/union-only group MA-PDs that have a monthly beneficiary rebate described in 42 CFR § 422.266:
   (a) MA Organization may vary the form of rebate for a particular plan benefit package so that the total monthly rebate amount may be credited differently for each employer/union group to whom MA Organization offers the plan benefit package; and
   (b) MA Organization must retain documentation that supports the use of all of the rebates on a detailed basis for each employer/union group within the plan benefit package and must provide access to this documentation in accordance with the requirements of 42 CFR §§ 422.503(d) and 422.504(d) through (f).
5. MA Organization agrees it shall obtain written agreements from each employer/union that provide that the employer/union may determine how much of an enrollee's Part C monthly beneficiary premium it will subsidize, subject to the restrictions set forth in this paragraph. MA Organization agrees to retain these written agreements with employers/unions and must provide access to this documentation for inspection or audit by CMS (or its designee) in accordance with the requirements of 42 CFR §§ 422.503(d) and 422.504(d) through (f).
   (a) The employer/union can subsidize different amounts for different classes of enrollees in the employer/union-only group health plan provided such classes are reasonable and based on objective business criteria, such as years of service, date of retirement, business location, job category, and nature of compensation (e.g., salaried v. hourly).
   (b) The employer/union cannot vary the premium subsidy for individuals within a given class of enrollees.
   (c) The employer/union cannot charge an enrollee for coverage provided under the employer/union-only group health plan more than the sum of their monthly beneficiary premium attributable to basic benefits provided under the plan as defined in 42 CFR §§ 422.2 and 422.100(c) (i.e., all Medicare-covered benefits, except hospice services and costs of kidney acquisitions for transplant) and 100% of the monthly beneficiary premium attributable to their non-Medicare Part C benefits (if any). MA Organization must pass through the monthly payments described under 42 CFR § 422.304(a) received from CMS to reduce the amount that the enrollee pays (or, in those instances where the subscriber to or participant in the employer plan pays premiums on behalf of a Medicare eligible spouse or dependent, the amount the subscriber or participant pays).

B. PROVISION OF PRESCRIPTION DRUG BENEFIT

1. Except as provided in this subsection, MA Organization agrees to provide basic prescription drug coverage, as defined under 42 CFR § 423.100, under any employer/union-only group MA-PD, in accordance with Subpart C of 42 CFR Part 423.
   (a) CMS agrees that MA Organization is not subject to the actuarial equivalence requirement set forth in 42 CFR § 423.104(e)(5) with respect to any employer/union-only group MA-PD and may provide less than the defined standard coverage between the deductible and initial coverage limit. MA Organization agrees that its basic prescription drug coverage under any employer/union-only group MA-PD will satisfy all of the other actuarial equivalence standards set forth in 42 CFR § 423.104, including but not limited to the requirement set forth in 42 CFR § 423.104(e)(3) that the plan has a total or gross value that is at least equal to the total or gross value of defined standard coverage.
   (b) CMS agrees that nothing in this Addendum prevents MA Organization from offering prescription drug benefits in addition to basic prescription drug coverage to employers/unions. Such additional benefits offered pursuant to private agreements between MA Organization and employers/unions will be considered non-Medicare Part D benefits ("non-Medicare Part D benefits"). MA Organization agrees that such additional benefits may not reduce the value of basic prescription drug coverage (e.g., additional benefits cannot impose a cap that would preclude enrollees from realizing the full value of such basic prescription drug coverage).
   (c) MA Organization agrees that enrollees of employer/union-only group MA-PDs shall not be charged more than the sum of their monthly beneficiary premium attributable to basic prescription drug coverage and 100% of the monthly beneficiary premium attributable to their non-Medicare Part D benefits (if any). MA Organization must pass through the direct subsidy payments received from CMS to reduce the amount that the beneficiary

pays (or, in those instances where the subscriber to or participant in the employer plan pays premiums on behalf of an eligible spouse or dependent, the amount the subscriber or participant pays).

(d) MA Organization agrees that any additional non-Medicare Part D benefits offered to an employer/union will always pay primary to the subsidies provided by CMS to low-income individuals under Subpart P of 42 CFR Part 423 (the "Low-Income Subsidy").

2. MA Organization agrees enrollees of employer/union-only group MA-PDs are not permitted to make payment of premiums under 42 CFR § 423.293(a) through withholding from the enrollee's Social Security, Railroad Retirement Board, or Office of Personnel Management benefit payment.
3. MA Organization agrees it shall obtain written agreements from each employer/union that provide that the employer/union may determine how much of an enrollee's Part D monthly beneficiary premium it will subsidize, subject to the restrictions set forth in this subsection. MA Organization agrees to retain these written agreements with employers/unions, including any written agreements related to items (d) through (f) of this subsection, and must provide access to this documentation for inspection or audit by CMS (or its designee) in accordance with the requirements of 42 CFR §§ 423.504(d) and 423.505(d) and (e).
   (a) The employer/union can subsidize different amounts for different classes of enrollees in the employer/union-only group MA-PD provided such classes are reasonable and based on objective business criteria, such as years of service, date of retirement, business location, job category, and nature of compensation (e.g., salaried vs. hourly). Different classes cannot be based on eligibility for the Low-Income Subsidy.
   (b) The employer/union cannot vary the premium subsidy for individuals within a given class of enrollees.
   (c) The employer/union cannot charge an enrollee for prescription drug coverage provided under the plan more than the sum of their monthly beneficiary premium attributable to basic prescription drug coverage and 100% of the monthly beneficiary premium attributable to their non-Medicare Part D benefits (if any). The employer/union must pass through direct subsidy payments received from CMS to reduce the amount that the beneficiary pays (or, in those instances where the subscriber to or participant in the employer plan pays premiums on behalf of an eligible spouse or dependent, the amount the subscriber or participant pays).
   (d) For all enrollees eligible for the Low-Income Subsidy, the low-income premium subsidy amount will first be used to reduce any portion of the MA-PD monthly beneficiary premium paid by the enrollee (or in those instances where the subscriber to or participant in the employer plan pays premiums on behalf of a low-income eligible spouse or dependent, the amount the subscriber or participant pays), with any remaining portion of the premium subsidy amount then applied toward any portion of the MA-PD monthly beneficiary premium (including any MA premium) paid by the employer/union. However, if the sum of the enrollee's MA-PD monthly premium (or the subscriber's/participant's MA-PD monthly premium, if applicable) and the employer's/union's MA-PD monthly premiums (i.e., total monthly premium) is less than the monthly low-income premium subsidy amount, any portion of the low-income subsidy premium amount above the total MA-PD monthly premium must be returned directly to CMS. Similarly, if there is no MA-PD monthly premium charged the beneficiary (or subscriber/participant, if applicable) or employer/union, the entire low-income premium subsidy amount must be returned directly to CMS and cannot be retained by the MA Organization, the employer/union, or the beneficiary (or the subscriber/participant, if applicable).
   (e) If the MA Organization does not or cannot directly bill an employer/union-only group's beneficiaries, CMS will permit the MA Organization to directly refund the amount of the low-income premium subsidy to the LIS beneficiary. This refund must meet the above requirements concerning beneficiary premium contributions; specifically, that the amount of the refund not exceed the amount of the monthly premium contribution by the enrollee and/or the employer. In addition, the sponsor must refund these amounts to the beneficiary within a reasonable time period. However, under no circumstances may this time period exceed forty-five (45) days from the date that the MA Organization receives the low-income premium subsidy amount payment for that beneficiary from CMS.
   (f) The MA Organization and the employer/union may agree that the employer/union will be responsible for reducing up-front the MA-PD premium contribution required for enrollees eligible for the Low-Income Subsidy. In those instances where the employer/union is not able to reduce up-front the MA-PD premiums paid by the enrollee (or, the subscriber/participant, if applicable), the MA Organization and the employer/union may agree that the employer/union shall directly refund to the enrollee (or subscriber/participant, if applicable) the amount of the low-income premium subsidy up to the MA-PD monthly premium contribution previously collected from the enrollee (or subscriber/participant, if applicable). The employer/union is required to complete the refund on behalf of the MA Organization within forty-five (45) days of the date the MA Organization receives from CMS the low-income premium subsidy amount payment for the low-income subsidy eligible enrollee.
   (g) If the low-income premium subsidy amount for which an enrollee is eligible is less than the portion of the Part D monthly beneficiary premium paid by the enrollee (or subscriber/participant, if applicable), then the employer/union should communicate to the enrollee (or subscriber/participant) the financial consequences of the low-income subsidy eligible individual enrolling in the employer/union-only group MA-PD as compared to enrolling in another Part D plan with a monthly beneficiary premium equal to or below the low-income premium subsidy amount.
4. For non-calendar year employer/union-only group MA-PDs, MA Organization may determine benefits (including deductibles, out-of-pocket limits, etc.) on a non-calendar year basis subject to the following requirements:
   (a) Applications, formularies, and other submissions to CMS must be submitted on a calendar year basis;
   (b) The prescription drug coverage under the employer/union-only group MA-PD must be at least actuarially equivalent to defined standard coverage for the portion of its plan year that falls in a given calendar year. An employer/union-only group MA-PD will meet this standard if its prescription drug coverage is at least actuarially equivalent for the calendar year in which the plan year starts and no design change is made for the remainder of the plan year. In no event can MA Organization increase during the plan year the annual out-of-pocket threshold; and
   (c) After an enrollee's incurred costs exceed the annual out-of-pocket threshold, the employer/union-only group MA-PD must provide prescription drug coverage that is at least actuarially equivalent to that provided under standard prescription drug coverage; eligibility for such coverage can be determined on a plan year basis.
5. MA Organization agrees to maintain administrative and management capabilities sufficient for the organization to organize, implement, and control the financial, communication, benefit administration, and quality assurance activities related to the delivery of Part D services as required by 42 CFR § 423.505(b)(25).
6. MA Organization agrees to provide applicable beneficiaries manufacturer discounts on applicable drugs both in the initial and catastrophic coverage phases of the Part D benefit in accordance with the requirements of § 1860D-14C of the Act and all applicable guidance, including the Revised Medicare Part D Manufacturer Discount Program Final Guidance.
7. MA Organization agrees to pass an essential operations test prior to the start of the benefit year. This provision only applies to new sponsors that have not previously entered into a Part D contract with CMS and neither it, nor another subsidiary of the applicant's parent organization, is offering Part D benefits during the current year. **[42 CFR § 423.505(b)(27)]**
8. MA Organization agrees to make a reasonable effort to identify all amounts incorrectly collected and to pay any other amounts due in accordance with 42 CFR § 423.294.
9. MA Organization agrees to provide all Part D enrollees with the option to participate in the Medicare Prescription Payment Plan in accordance with the requirements of 42 CFR § 423.137 and all applicable guidance.

C. CMS ENROLLMENT REQUIREMENTS

1. MA Organization agrees to restrict enrollment in an employer/union-only group MA-PD to those Medicare eligible individuals who are eligible for the employer's/union's employment-based group coverage.
2. MA Organization is not subject to the requirement to offer the employer/union-only group MA-PD to all Medicare eligible beneficiaries residing in its service area as set forth in 42 CFR § 422.50.
3. If an employer/union elects to enroll individuals eligible for its employer/union-only group MA-PDs through a group enrollment process, MA Organization is not subject to the individual enrollment requirements set forth in 42 CFR § 422.60(c). MA Organization agrees that it will comply with all the requirements for group enrollment contained in CMS guidance, including those requirements contained in the MA Enrollment and Disenrollment Guidance.

D. BENEFICIARY PROTECTIONS

1. Except as provided in II.D.2., CMS agrees that, with respect to any employer/union-only group MA-PDs, MA Organization is not subject to the information requirements set forth in 42 CFR §§ 422.64 and 423.48 and the prior review and approval of marketing materials and election forms requirements set forth in 42 CFR Part 422 Subpart V and Part 423 Subpart V. MA Organization is subject to all other disclosure and dissemination requirements contained in 42 CFR §§ 422.111 and 423.128 and that are conditions on any waivers for employer group waiver plans (EGWPs) provided in CMS guidance in Chapter

9 of the Medicare Managed Care Manual.

2. CMS agrees that the disclosure requirements set forth in 42 CFR § 422.111 do not apply with respect to any employer/union-only group health plan when the employer/union is subject to alternative disclosure requirements (e.g., the Employee Retirement Income Security Act of 1974 ("ERISA")) and fully complies with such alternative requirements. As a condition of this waiver, MA Organization must:
   (a) Provide summary plan descriptions and all other beneficiary communications required by the alternative disclosure requirements on a timely basis;
   (b) Provide these materials to CMS, upon request, in the event of beneficiary complaints, or for any other reason CMS requests, so that CMS may ensure the information accurately and adequately informs Medicare beneficiaries about their rights and obligations under the plan; and
   (c) Retain these dissemination materials and provide access to these written materials to CMS (or its designees) in accordance with 42 CFR §§ 422.503(d) and 422.504(d) and (e).
3. MA Organization agrees to comply with the conditions of this waiver contained in employer/union-only group waiver guidance, including those requirements contained in Chapter 9 of the Medicare Managed Care Manual.

E. SERVICE AREA, FORMULARIES AND PHARMACY ACCESS

1. CMS agrees that local employer/union-only group MA-PDs that provide coverage to individuals in any part of a State may offer coverage to retirees eligible for the employer/union-only group MA-PD throughout that State provided the MA Organization has properly designated (in accordance with CMS operational requirements) its employer/union-only group service areas in CMS's Health Plan Management System (HPMS) as including those areas outside of its individual service area(s) to allow for enrollment of these beneficiaries in CMS enrollment systems. CMS also agrees that employer/union-only group Regional MA-PDs that provide coverage to individuals in any part of a Region can offer coverage to retirees eligible for the employer/union-only group MA-PD throughout that Region.
2. Notwithstanding 42 CFR § 422.50(a)(3), CMS agrees that those Local Coordinated Care Health MA-PDs that provide coverage to individuals in any part of a State can offer coverage to beneficiaries eligible for the employer/union-only group plan that reside outside of the State provided it meets the conditions of this waiver designated in Chapter 9 of the Medicare Managed Care Manual.
3. CMS agrees that Private Fee-for-Service employer/union-only group MA-PDs may offer coverage beyond their designated individual service areas to all enrollees of a particular employer/union-only group plan, regardless of where they reside in the nation, provided the MA Organization has properly designated (in accordance with CMS operational requirements) its employer/union-only group service area in CMS's HPMS as including areas outside of its individual plan service area(s) to allow for the enrollment of these beneficiaries in CMS enrollment systems and provided it meets the conditions of this waiver designated in the Chapter 9 of the Medicare Managed Care Manual.
4. MA Organization agrees to utilize, as the formulary for any employer/union-only group MA-PD, a base formulary that has received approval from CMS, in accordance with CMS formulary guidance, for use in a non-group MA-PD offered by MA Organization. Except as set forth in 42 CFR § 423.120(b) and sub-regulatory guidance, MA Organization may not modify the approved base formulary used for any employer/union-only group MA-PD by removing drugs, adding additional utilization management restrictions, or increasing the cost-sharing status of a drug from the base formulary. Enhancements that are permitted to the base formulary include adding additional drugs, removing utilization management restrictions, and improving the cost-sharing status of drugs.
5. For any employer/union-only group MA-PD, MA Organization agrees to provide Part D benefits in the plan's service area utilizing a pharmacy network and formulary that meets the requirements of 42 CFR § 423.120, with the following exception: CMS agrees that the retail pharmacy access requirements set forth in 42 CFR § 423.120(a)(1) do not apply when the employer/union-only group MA-PD's pharmacy network is sufficient to meet the needs of its enrollees throughout the employer/union-only group MA-PD's service area, as determined by CMS. CMS may periodically review the adequacy of the employer/union-only group MA-PD's pharmacy network and require the employer/union-only group MA-PD to expand access if CMS determines that such expansion is necessary in order to ensure that the employer/union-only group MA-PD's network is sufficient to meet the needs of its enrollees.

F. PAYMENT TO MA ORGANIZATION

1. MA Organization is not required to submit a Part C bid pricing tool; MA Organization acknowledges and agrees that payment under Part C of Title XVIII for Part A and B services, including rebates under section 1854 of the Social Security Act, provided to enrollees in its employer/union-only group MA-PDs will be governed by the CY 2026 Rate Announcement issued on April 7, 2025. Except as provided in this subsection, payment under this Addendum for Part D benefits will be governed by the rules of Subparts G and J of 42 CFR Part 423.
   (a) MA Organization acknowledges that the risk sharing, plan entry, and retention bonus provisions of section 1858 of the Act and 42 CFR § 422.458 shall not apply to any employer/union-only group Regional MA-PDs.
   (b) MA Organization acknowledges that the risk-sharing payment adjustment described in 42 CFR § 423.336 is not applicable for any employer/union-only group MA-PD enrollee.
   (c) MA Organization is not required to submit a Part D bid and will receive a monthly direct subsidy under 42 CFR Part 423 Subpart G for each employer/union-only group MA-PD enrollee equal to the amount of the national average monthly bid amount (not its approved standardized bid), adjusted for health status (as determined under 42 CFR § 423.329(b)(1)) and reduced by the base beneficiary premium for the employer/union-only group MA-PD, as adjusted under 42 CFR § 423.286(d)(3), if applicable. The further adjustments to the base beneficiary premium contained in 42 CFR § 423.286(d)(1) and (2) do not apply.
   (d) MA Organization will not receive monthly reinsurance payment or low-income cost-sharing subsidy amounts in the manner set forth in 42 CFR §§ 423.329(c)(2)(i) and 423.329(d)(2)(i) for any employer/union-only group MA-PD enrollee, but instead will receive the full reinsurance and low-income cost-sharing subsidy payments following the end of year reconciliation as described in 42 CFR §§ 423.329(c)(2)(ii) and 423.329(d)(2)(ii), respectively.
2. For non-calendar year plans:
   (a) CMS payments are determined on a calendar year basis;
   (b) Low-income subsidy payments and reconciliations are determined based on the calendar year for which the payments are made; and
   (c) MA Organization acknowledges that it does not receive reinsurance payments under 42 CFR § 423.329(c).

G. MA ORGANIZATION REIMBURSEMENT TO PHARMACIES **[42 CFR §§ 423.505(b)(21) and 423.520]**

1. If an MA Organization uses a standard for reimbursement of pharmacies based on the cost of a drug, MA Organization will update such standard not less frequently than once every 7 days, beginning with an initial update on January 1 of each year, to accurately reflect the market price of the drug.
2. If the source for any prescription drug pricing standard is not publicly available, MA Organization will disclose all individual drug prices to be updated to the applicable pharmacies in advance for their use for the reimbursement of claims.
3. MA Organization will issue, mail, or otherwise transmit payment with respect to all claims submitted by pharmacies (other than pharmacies that dispense drugs by mail order only, or are located in, or contract with, a long-term care facility) within 14 days of receipt of an electronically submitted claim or within 30 days of receipt of a claim submitted otherwise.
4. MA Organization must ensure that a pharmacy located in, or having a contract with, a long-term care facility will have not less than 30 days (but not more than 90 days) to submit claims to MA Organization for reimbursement.

H. PUBLIC HEALTH SERVICE ACT

Pursuant to § 13112 of the American Recovery and Reinvestment Act of 2009 (ARRA), MA Organization agrees that as it implements, acquires, or upgrades its health information technology systems, it shall utilize, where available, health information technology systems and products that meet standards and implementation specifications adopted under § 3004 of the Public Health Service Act, as amended by § 13101 of the ARRA.

I. CMS COMPLIANCE ACTIONS

CMS may determine that MA Organization is out of compliance with a Part D requirement and take compliance actions as described in 42 CFR § 423.505(n) or issue intermediate sanctions as defined in 42 CFR Part 423 Subpart O. **[42 CFR § 423.505(n)]**

J. SETTLEMENT AND APPEALS

The final settlement process and payment, as well as any appeals, will be handled in accordance with 42 CFR §§ 423.521 and 423.522.

In witness whereof, the parties hereby execute this Addendum.

This document has been electronically signed by:

H4004

FOR THE MA ORGANIZATION

Ricardo Rivera

Contracting Official Name

8/26/2025 1:56:18 PM

Date

MMM HEALTHCARE, LLC

Organization

350 Chardón Avenue
Suite 500, Torre Chardón
San Juan, PR 009182137

Address

FOR THE CENTERS FOR MEDICARE & MEDICAID SERVICES

9/19/2025 1:02:14 PM

Date

Kathryn A. Coleman
Director
Medicare Drug and Health
Plan Contract Administration Group,
Center for Medicare

9/19/2025 1:02:14 PM

Date

Vanessa S. Duran
Director
Medicare Drug Benefit
and C & D Data Group,
Center for Medicare

ADDENDUM TO MEDICARE MANAGED CARE CONTRACT PURSUANT TO SECTIONS 1860D-1 THROUGH 1860D-43 OF THE SOCIAL SECURITY ACT FOR THE OPERATION OF A VOLUNTARY MEDICARE PRESCRIPTION DRUG PLAN

The Centers for Medicare & Medicaid Services (hereinafter referred to as "CMS") and MMM HEALTHCARE, LLC, a Medicare managed care organization (hereinafter referred to as "MA-PD Sponsor") agree to amend the contract H4004 governing MA-PD Sponsor's operation of a Part C plan described in § 1851(a)(2)(A) of the Social Security Act (hereinafter referred to as "the Act") or a Medicare cost plan to include this addendum under which MA-PD Sponsor shall operate a Voluntary Medicare Prescription Drug Plan pursuant to §§ 1860D-1 through 1860D-43 (with the exception of §§ 1860D-22(a) and 1860D-31) of the Act.

This addendum is made pursuant to Subpart L of 42 CFR Part 417 (in the case of cost plan sponsors offering a Part D benefit) and Subpart K of 42 CFR Part 422 (in the case of an MA-PD Sponsor offering a Part C plan).

NOTE: For purposes of this addendum, unless otherwise noted, reference to an "MA-PD Sponsor" or "MA-PD Plan" is deemed to include a cost plan sponsor or an MA private fee-for-service contractor offering a Part D benefit.

Article I

Voluntary Medicare Prescription Drug Plan

A. MA-PD Sponsor agrees to operate one or more Medicare Voluntary Prescription Drug Plans as described in its application and related materials submitted to CMS for Medicare approval, including but not limited to all the attestations contained therein, and in compliance with the provisions of this addendum, which incorporates in its entirety the *2026 Solicitation for Applications for Medicare Prescription Drug Plan Contracts*, released on January 7, 2025 (hereinafter collectively referred to as "the Addendum"). MA-PD Sponsor also agrees to operate in accordance with §§ 1860D-1 through 1860D-43 (with the exception of §§ 1860D-22(a) and 1860D-31) of the Act, the regulations at 42 CFR Part 423 (with the exception of Subparts Q, R, and S), and the applicable solicitation identified above, as well as all other applicable Federal statutes, regulations, and policies outlined in guidance, such as the Medicare Managed Care Manual, the Medicare Communications and Marketing Guidelines, Final CY 2026 Part D Redesign Program Instructions, Revised Medicare Part D Manufacturer Discount Program Final Guidance, CMS Participant Guides, Health Plan Management System memos, Rate Announcement, and trainings. This Addendum is deemed to incorporate any changes that are required by statute to be implemented during the term of this contract and any regulations implementing or interpreting such statutory provisions.

B. CMS agrees to perform its obligations to MA-PD Sponsor consistent with §§ 1860D-1 through 1860D-43 (with the exception of §§ 1860D-22(a) and 1860D-31) of the Act, the regulations at 42 CFR Part 423 (with the exception of Subparts Q, R, and S), and the applicable solicitation, as well as all other applicable Federal statutes, regulations, and policies outlined in guidance, such as the Medicare Managed Care Manual, the Medicare Communications and Marketing Guidelines, Final CY 2026 Part D Redesign Program Instructions, Revised Medicare Part D Manufacturer Discount Program Final Guidance, CMS Participant Guides, Health Plan Management System memos, Rate Announcement, and trainings.

C. CMS agrees that it will not implement, other than at the beginning of a calendar year, regulations under 42 CFR Part 423 that impose new, significant regulatory requirements on MA-PD Sponsor. This provision does not apply to new requirements mandated by statute. **[42 CFR § 423.516]**

D. If MA-PD Sponsor had an MA-PD Addendum with CMS for Contract Year 2025 under the contract ID number designated above, this document is considered a renewal of the existing addendum. While the terms of this document supersede the terms of the 2025 addendum, the parties' execution of this contract does not extinguish or interrupt any pending obligations or actions that may have arisen under the 2025 or prior year addendums.

E. This Addendum is in no way intended to supersede or modify 42 CFR Parts 417, 422, or 423. Failure to reference a regulatory requirement in this Addendum does not affect the applicability of such requirements to MA-PD Sponsor and CMS.

Article II

Functions to be Performed by MA-PD Sponsor

A. ENROLLMENT

1. MA-PD Sponsor agrees to enroll in its MA-PD plan only Part D-eligible beneficiaries, as they are defined in 42 CFR § 423.30(a) and who have elected to enroll in MA-PD Sponsor's Part C or § 1876 benefit.
2. If MA-PD Sponsor is a cost plan sponsor, MA-PD Sponsor acknowledges that its § 1876 plan enrollees are not required to elect enrollment in its Part D plan.

B. PRESCRIPTION DRUG BENEFIT

1. MA-PD Sponsor agrees to provide the required prescription drug coverage as defined under 42 CFR § 423.100 and, to the extent applicable, supplemental benefits as defined in 42 CFR § 423.100 and in accordance with Subpart C of 42 CFR Part 423. MA-PD Sponsor also agrees to provide Part D benefits as described in MA-PD Sponsor's Part D bid(s) approved each year by CMS (and in the Medicare Advantage Plan Attestation of Benefit Plan, included in the contract materials).
2. MA-PD Sponsor agrees to calculate and collect beneficiary Part D premiums in accordance with 42 CFR §§ 423.286 and 423.293. MA-PD Sponsor also agrees to make a reasonable effort to identify all amounts incorrectly collected and to pay any other amounts due in accordance with 42 CFR § 423.294.
3. If MA-PD Sponsor is a cost plan sponsor, it acknowledges that its Part D benefit is offered as an optional supplemental service in accordance with 42 CFR § 417.440(b)(2)(ii).
4. MA-PD Sponsor agrees to maintain administrative and management capabilities sufficient for the organization to organize, implement, and control the financial, communication, benefit administration, and quality assurance activities related to the delivery of Part D services as required by 42 CFR § 423.505(b)(25).
5. MA-PD Sponsor agrees to provide applicable beneficiaries manufacturer discounts on applicable drugs both in the initial and catastrophic coverage phases of the Part D benefit in accordance with the requirements of § 1860D-14C of the Act and all applicable guidance, including the Revised Medicare Part D Manufacturer Discount Program Final Guidance.
6. MA-PD Sponsor agrees to provide all Part D enrollees with the option to participate in the Medicare Prescription Payment Plan in accordance with the requirements of 42 CFR § 423.137 and all applicable guidance.

C. DISSEMINATION OF PLAN INFORMATION

1. MA-PD Sponsor agrees to provide the information required in 42 CFR § 423.48.
2. MA-PD Sponsor acknowledges that CMS releases to the public the following data, consistent with 42 CFR Part 423 Subpart K:
   (a) Summary reconciled Part D payment data after the reconciliation of Part D payments, as provided in 42 CFR § 423.505(o)(1); and
   (b) Part D Medical Loss Ratio data for the contract year, as described at 42 CFR § 423.2490.
3. MA-PD Sponsor agrees to disclose information related to Part D benefits to beneficiaries in the manner and the form specified by CMS under 42 CFR § 423.128 and 42 CFR Part 423 Subpart V.

D. QUALITY ASSURANCE/UTILIZATION MANAGEMENT

1. MA-PD Sponsor agrees to operate quality assurance, drug utilization management, drug management, and medication therapy management programs, and to support electronic prescribing, in accordance with Subpart D of 42 CFR Part 423.
2. MA-PD Sponsor agrees to address and resolve complaints received by CMS against the MA-PD Sponsor through the CMS complaint tracking system as required in 42 CFR § 423.505(b)(22).
3. MA-PD Sponsor agrees to maintain a Part D summary plan rating score of at least 3 stars as required by 42 CFR § 423.505(b)(26).
4. MA-PD Sponsor agrees to pass an essential operations test prior to the start of the benefit year. This provision only applies to new sponsors that have not previously entered into a Part D contract with CMS and neither it, nor another subsidiary of the applicant's parent organization, is offering Part D benefits during the current year. **[42 CFR § 423.505(b)(27)]**

E. APPEALS AND GRIEVANCES

MA-PD Sponsor agrees to comply with all requirements in Subpart M of 42 CFR Part 423 governing coverage determinations, grievances and appeals, and formulary exceptions, and the applicable provisions of Subpart U in connection with its coverage of Part D benefits. MA-PD Sponsor acknowledges that these

requirements are separate and distinct from the appeals and grievances requirements applicable to MA-PD Sponsor in connection with its Part C or cost plan benefits.

F. PAYMENT TO MA-PD SPONSOR

MA-PD Sponsor and CMS agree that payment for Part D services under this Addendum is governed by the rules in Subpart G of 42 CFR Part 423.

G. BID SUBMISSION AND REVIEW

If MA-PD Sponsor intends to participate in the Part D program for the next program year, MA-PD Sponsor agrees to submit the next year's Part D bid, including all required information on premiums, benefits, and cost-sharing, by the applicable due date, as provided in Subpart F of 42 CFR Part 423 so that CMS and MA-PD Sponsor may conduct negotiations regarding the terms and conditions of the proposed bid and benefit plan renewal. MA-PD Sponsor acknowledges that failure to submit a timely bid under this section may affect the sponsor's ability to offer a Part C plan, pursuant to the provisions of 42 CFR § 422.4(c).

H. COORDINATION WITH OTHER PRESCRIPTION DRUG COVERAGE

1. MA-PD Sponsor agrees to comply with the coordination requirements with State Pharmacy Assistance Programs (SPAPs) and plans that provide other prescription drug coverage as described in Subpart J of 42 CFR Part 423.
2. MA-PD Sponsor agrees to comply with Medicare Secondary Payer procedures as stated in 42 CFR § 423.462.

I. SERVICE AREA AND PHARMACY ACCESS

1. MA-PD Sponsor agrees to provide Part D benefits in the service area for which it has been approved by CMS to offer Part C or cost plan benefits utilizing a pharmacy network and formulary approved by CMS that meet the requirements of 42 CFR § 423.120.
2. MA-PD Sponsor agrees to provide Part D benefits through out-of-network pharmacies according to 42 CFR § 423.124.
3. MA-PD Sponsor agrees to provide benefits by means of point-of-service systems to adjudicate prescription drug claims in a timely and efficient manner in compliance with CMS standards, except when necessary to provide access in underserved areas, I/T/U pharmacies (as defined in 42 CFR § 423.100), and long-term care pharmacies (as defined in 42 CFR § 423.100) according to 42 CFR § 423.505(b)(17).
4. MA-PD Sponsor agrees to contract with any pharmacy that meets MA-PD Sponsor's reasonable and relevant standard terms and conditions according to 42 CFR § 423.505(b)(18), including making standard contracts available on request in accordance with the timelines specified in the regulation.
   (a) If MA-PD Sponsor has demonstrated that it historically fills 98% or more of its enrollees' prescriptions at pharmacies owned and operated by MA-PD Sponsor (or presents compelling circumstances that prevent the sponsor from meeting the 98% standard or demonstrates that its Part D plan design will enable the sponsor to meet the 98% standard during the contract year), this provision does not apply to MA-PD Sponsor's plan. **[42 CFR § 423.120(a)(7)(i)]**
   (b) The provisions of 42 CFR § 423.120(a) concerning the retail pharmacy access standard do not apply to MA-PD Sponsor if the Sponsor has demonstrated to CMS that it historically fills more than 50% of its enrollees' prescriptions at pharmacies owned and operated by MA-PD Sponsor. MA-PD Sponsors excused from meeting the standard are required to demonstrate retail pharmacy access that meets the requirements of 42 CFR § 422.112 for a Part C contractor and 42 CFR § 417.416(e) for a cost plan contractor. **[42 CFR § 423.120(a)(7)(i)]**

J. EFFECTIVE COMPLIANCE PROGRAM/PROGRAM INTEGRITY

MA-PD Sponsor agrees to adopt and implement an effective compliance program that applies to its Part D-related operations, consistent with 42 CFR § 423.504(b)(4)(vi).

K. LOW-INCOME SUBSIDY

MA-PD Sponsor agrees that it will participate in the administration of subsidies for low-income subsidy eligible individuals according to Subpart P of 42 CFR Part 423.

L. BENEFICIARY FINANCIAL PROTECTIONS

MA-PD Sponsor agrees to afford its enrollees protection from liability for payment of fees that are the obligation of MA-PD Sponsor in accordance with 42 CFR § 423.505(g).

M. RELATIONSHIP WITH FIRST TIER, DOWNSTREAM, AND RELATED ENTITIES

1. MA-PD Sponsor agrees that it maintains ultimate responsibility for adhering to and otherwise fully complying with all terms and conditions of this Addendum. **[42 CFR § 423.505(i)]**
2. MA-PD Sponsor shall ensure that any contracts or agreements with first tier, downstream, and related entities performing functions on MA-PD Sponsor's behalf related to the operation of the Part D benefit are in compliance with 42 CFR § 423.505(i).
3. MA-PD Sponsor agrees that any contract between the MA-PD Sponsor and a pharmacy, or between a first tier, downstream, or related entity and a pharmacy on the MA-PD Sponsor's behalf, for participation in one or more of the MA-PD Sponsor's networks must include a provision requiring the pharmacy to be enrolled in the Medicare Transaction Facilitator Data Module (MTF DM) (or any successor to the MTF DM) in a form and manner determined by CMS and to maintain and certify up-to-date, complete, and accurate enrollment information with the MTF DM, in accordance with applicable terms and conditions of participation with the MTF DM, in a form and manner determined by CMS. **[42 CFR § 423.505(q)]**

N. CERTIFICATION OF DATA THAT DETERMINE PAYMENT

MA-PD Sponsor must provide certifications in accordance with 42 CFR § 423.505(k).

O. MA-PD SPONSOR REIMBURSEMENT TO PHARMACIES **[42 CFR §§ 423.505(b)(21) and 423.520]**

1. If MA-PD Sponsor uses a standard for reimbursement of pharmacies based on the cost of a drug, MA-PD Sponsor will update such standard not less frequently than once every 7 days, beginning with an initial update on January 1 of each year, to accurately reflect the market price of the drug.
2. If the source for any prescription drug pricing standard is not publicly available, MA-PD Sponsor will disclose all individual drug prices to be updated to the applicable pharmacies in advance for their use for the reimbursement of claims.
3. MA-PD Sponsor will issue, mail, or otherwise transmit payment with respect to all claims submitted by pharmacies (other than pharmacies that dispense drugs by mail order only, or are located in, or contract with, a long-term care facility) within 14 days of receipt of an electronically submitted claim or within 30 days of receipt of a claim submitted otherwise.
4. MA-PD Sponsor must ensure that a pharmacy located in, or having a contract with, a long-term care facility will have not less than 30 days (but not more than 90 days) to submit claims to MA-PD Sponsor for reimbursement.

Article III

Record Retention and Reporting Requirements

A. RECORD MAINTENANCE AND ACCESS

MA-PD Sponsor agrees to maintain records and provide access in accordance with 42 CFR §§ 423.505(b)(10) and 423.505(i)(2).

B. GENERAL REPORTING REQUIREMENTS

MA-PD Sponsor agrees to submit information to CMS according to 42 CFR §§ 423.505(f) and 423.514, and the applicable Final Medicare Part D Reporting Guidance.

C. CMS LICENSE FOR USE OF PLAN FORMULARY

MA-PD Sponsor agrees to submit to CMS each plan's formulary information, including any changes to its formularies, and hereby grants to the Government, and any person or entity who might receive the formulary from the Government, a non-exclusive license to use all or any portion of the formulary for any purpose related to the administration of the Part D program, including without limitation publicly distributing, displaying, publishing or reconfiguration of the information in any medium, including www.medicare.gov, and by any electronic, print or other means of distribution.

Article IV

HIPAA Provisions

A. MA-PD Sponsor agrees to comply with the confidentiality and enrollee record accuracy requirements specified in 42 CFR § 423.136.

B. MA-PD Sponsor agrees to enter into a business associate agreement with the entity with which CMS has contracted to track Medicare beneficiaries' true out-of-pocket costs.

Article V

Addendum Term and Renewal

A. TERM OF ADDENDUM
This Addendum is effective from the date of CMS's authorized representative's signature through December 31, 2026. This Addendum shall be renewable for successive one-year periods thereafter according to 42 CFR § 423.506.

B. QUALIFICATION TO RENEW ADDENDUM
1. In accordance with 42 CFR § 423.507, MA-PD Sponsor will be determined qualified to renew this Addendum annually only if MA-PD Sponsor has not provided CMS with a notice of intention not to renew in accordance with Article VI of this Addendum.
2. Although MA-PD Sponsor may be determined qualified to renew its addendum under this Article, if MA-PD Sponsor and CMS cannot reach agreement on the Part D bid under Subpart F of 42 CFR Part 423 and CMS declines to accept the bid pursuant to 42 CFR § 423.265(b)(4), no renewal takes place, and, in accordance with 42 CFR § 423.502(d)(2), the failure to reach agreement is not subject to the appeals provisions in Subpart N of 42 CFR Parts 422 or 423. (Refer to Article X for consequences of non-renewal on the Part C contract and the ability to enter into a Part C contract.)

Article VI

Nonrenewal of Addendum by MA-PD Sponsor

A. MA-PD Sponsor may non-renew this Addendum in accordance with 42 CFR § 423.507(a).
B. If MA-PD Sponsor non-renews this Addendum under this Article, CMS cannot enter into a Part D addendum with MA-PD Sponsor or with an organization whose covered persons, as defined in 42 CFR § 423.507(a)(4), also served as covered persons for the nonrenewing MA-PD Sponsor for 2 years in the PDP region or regions served by the contract unless there are circumstances that warrant special consideration, as determined by CMS.

Article VII

Modification or Termination of Addendum by Mutual Consent

This Addendum may be modified or terminated at any time by written mutual consent in accordance with 42 CFR § 423.508. (Refer to Article X for consequences of non-renewal on the Part C contract and the ability to enter into a Part C contract.)

Article VIII

Termination of Addendum by CMS

CMS may terminate this Addendum in accordance with 42 CFR § 423.509. (Refer to Article X for consequences of non-renewal on the Part C contract and the ability to enter into a Part C contract.)

Article IX

Termination of Addendum by MA-PD Sponsor

A. MA-PD Sponsor may terminate this Addendum only in accordance with 42 CFR § 423.510.
B. CMS will not enter into a new Part D addendum with an MA-PD Sponsor that has terminated its addendum or with an organization whose covered persons, as defined in 42 CFR § 423.510(e)(2), also served as covered persons for the terminating sponsor within the preceding 2 years unless there are circumstances that warrant special consideration, as determined by CMS.
C. If this Addendum is terminated under section A of this Article, MA-PD Sponsor must ensure the timely transfer of any data or files. (Refer to Article X for consequences of non-renewal on the Part C contract and the ability to enter into a Part C contract.)

Article X

Relationship between Addendum and Part C Contract or 1876 Cost Contract

A. MA-PD Sponsor acknowledges that, if it is a Medicare Part C contractor, the termination or nonrenewal of this Addendum by either party may require CMS to terminate or non-renew MA-PD Sponsor's Part C contract in the event that such non-renewal or termination prevents MA-PD Sponsor from meeting the requirements of 42 CFR § 422.4(c), in which case MA-PD Sponsor must provide the notices specified in this contract, as well as the notices specified under Subpart K of 42 CFR Part 422. MA-PD Sponsor also acknowledges that Article IX.B of this Addendum may prevent the sponsor from entering into a Part C contract for 2 years following an addendum termination or non-renewal where such non-renewal or termination prevents MA-PD Sponsor from meeting the requirements of 42 CFR § 422.4(c).
B. The termination of this Addendum by either party shall not, by itself, relieve the parties from their obligations under the Part C or cost plan contracts to which this document is an addendum.
C. In the event that MA-PD Sponsor's Part C or cost plan contract (as applicable) is terminated or nonrenewed by either party, the provisions of this Addendum shall also terminate. In such an event, MA-PD Sponsor and CMS shall provide notice to enrollees and the public as described in this contract as well as 42 CFR Part 422 Subpart K or 42 CFR Part 417 Subpart K, as applicable.

Article XI

Compliance and Enforcement Actions

A. INTERMEDIATE SANCTIONS
Consistent with Subpart O of 42 CFR Part 423, MA-PD Sponsor shall be subject to sanctions and civil money penalties.
B. COMPLIANCE ACTIONS AND PAST PERFORMANCE
CMS may determine that the MA-PD Sponsor is out of compliance with a Part D requirement and take compliance actions as described in 42 CFR § 423.505(n) or issue intermediate sanctions as defined in 42 CFR Part 423 Subpart O. **[42 CFR § 423.505(n)]**

Article XII

Severability

Severability of this Addendum shall be in accordance with 42 CFR § 423.504(e).

Article XIII

Miscellaneous

A. DEFINITIONS
Terms not otherwise defined in this Addendum shall have the meaning given such terms at §§ 1860D-1 through 1860D-43 of the Act and 42 CFR Part 423 or, as applicable, 42 CFR Part 422 or Part 417.
B. ALTERATION TO ORIGINAL ADDENDUM TERMS
MA-PD Sponsor agrees and attests that it has not altered in any way the terms of the MA-PD Addendum presented for signature by CMS. MA-PD Sponsor agrees that any alterations to the original text MA-PD Sponsor may make to this Addendum shall not be binding on the parties.

C. ADDITIONAL CONTRACT TERMS
MA-PD Sponsor agrees to include in this Addendum other terms and conditions in accordance with 42 CFR § 423.505(j).

D. Pursuant to § 13112 of the American Recovery and Reinvestment Act of 2009 (ARRA), MA-PD Sponsor agrees that as it implements, acquires, or upgrades its health information technology systems, it shall utilize, where available, health information technology systems and products that meet standards and implementation specifications adopted under § 3004 of the Public Health Service Act, as amended by § 13101 of the ARRA.

E. MA-PD Sponsor agrees to maintain a fiscally sound operation by at least maintaining a positive net worth (total assets exceed total liabilities) as required in 42 CFR § 423.505(b)(23).

F. **Business Continuity:** MA-PD Sponsor agrees to develop, maintain, and implement a business continuity plan as required by 42 CFR § 423.505(p).

G. The MA-PD Sponsor agrees to comply with applicable anti-discrimination laws, including Title VI of the Civil Rights Act of 1964 (and pertinent regulations at 45 CFR Part 80), § 504 of the Rehabilitation Act of 1973 (and pertinent regulations at 45 CFR Part 84), and the Age Discrimination Act of 1975 (and pertinent regulations at 45 CFR Part 91). The MA-PD sponsor agrees to comply with the requirements relating to Nondiscrimination in Health Programs and Activities in 45 CFR Part 92, including submitting assurances that the MA-PD Sponsor's health programs and activities are operated in compliance with the nondiscrimination requirements, as required in 45 CFR § 92.5.

H. The final settlement process and payment, as well as any appeals, will be handled in accordance with 42 CFR §§ 423.521 and 423.522.

In witness whereof, the parties hereby execute this Addendum.

This document has been electronically signed by:

FOR THE MA-PD SPONSOR

Ricardo Rivera

Contracting Official Name

8/26/2025 1:56:18 PM

Date

MMM HEALTHCARE, LLC

Organization

350 Chardón Avenue
Suite 500, Torre Chardón
San Juan, PR 009182137

Address

FOR THE CENTERS FOR MEDICARE & MEDICAID SERVICES

Vanessa S. Duran

9/19/2025 1:02:14 PM

Date

Vanessa S. Duran
Director
Medicare Drug Benefit
and C & D Data Group,
Center for Medicare

SIGNATURE ATTESTATION

Contract ID: H4004

Contract Name: MMM HEALTHCARE, LLC

I understand that by signing and dating this form, I am acknowledging that I am an authorized representative of the above-named organization and that I am the contracting official associated with the user ID used to log on to the Health Plan Management System (HPMS) to sign the 2026 Medicare contracting documents. I also acknowledge that in accordance with the HPMS Rule of Behavior, sharing user IDs is strictly prohibited.

This document has been electronically signed by:

Ricardo Rivera

Contracting Official Name

8/26/2025 1:56:18 PM

Date

MMM HEALTHCARE, LLC

Organization

350 Chardón Avenue
Suite 500, Torre Chardón
San Juan, PR 009182137

Address