

**EMPLOYER/UNION-ONLY GROUP PART C ADDENDUM TO CONTRACT WITH
APPROVED ENTITY PURSUANT TO SECTIONS 1851 THROUGH 1859 OF THE
SOCIAL SECURITY ACT FOR THE OPERATION OF A MEDICARE ADVANTAGE
MSA PLAN**

The Centers for Medicare & Medicaid Services (hereinafter referred to as “CMS”) and <<CONTRACT_NAME>>, a Medicare Advantage Organization (hereinafter referred to as the “MA Organization”) agree to amend the contract <<CONTRACT_ID>> governing MA Organization’s operation of a Medicare Advantage Medical Savings Account (MSA) Plan described in §1851(a)(2)(B) 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 MA Organization shall offer Employer/Union-Only Group MA MSA Plans (hereinafter referred to as “employer/union-only group MSA plans”) in accordance with the waivers granted by CMS under §1857(i) of the Act. The terms of this Addendum shall only apply to MSA plans offered by MA Organization exclusively to eligible individuals enrolled in employment-based health coverage under a contract between MA Organization and the employer/union sponsor of the employment-based health coverage.

This Addendum is made pursuant to Subpart K of 42 CFR Part 422.

Article I
Employer/Union-Only Group Medicare Advantage MSA Plan

- A. MA Organization agrees to operate one or more employer/union-only group health plans in accordance with the Medicare Advantage contract (as modified by this Addendum), which incorporates in its entirety the *2021 Medicare Advantage and 1876 Cost Plan Expansion Application* (released January 8, 2020) and any employer/union-only group waiver guidance, including, but not limited to those requirements contained in Chapter 9 of the Medicare Managed Care Manual).
- B. This Addendum is deemed to incorporate any changes that are required by statute to be implemented during the term of the contract, and any regulations and policies 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 guidance shall control.
- D. This Addendum is in no way intended to supersede or modify 42 CFR Part 422 or §§1851 through 1859 of the Act, except as specifically provided in applicable employer/union-only group waiver guidance and/or in this Addendum. Failure to reference a statutory or regulatory requirement in this Addendum does not affect the applicability of such requirement to MA Organization and CMS.
- E. The provisions of this Addendum apply to all employer/union-only group MSA plans 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 BENEFITS

- 1. MA Organization agrees to provide enrollees in each of its employer/union-only group MSA plans the basic benefits (hereinafter referred to as “basic benefits”) as required under 42 CFR §422.103 and, to the extent applicable, supplemental benefits under 42 CFR §422.104 and as established in MA Organization’s final benefit and price bid proposal as approved by CMS.
- 2. For employer/union-only group MSA plans 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, bids, 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. MA Organization agrees and acknowledges that payments by CMS for the term of this contract will be made consistent with the CY 2021 Rate Announcement issued on April 6, 2020.

B. ENROLLMENT REQUIREMENTS

- 1. MA Organization agrees to restrict enrollment in an employer/union-only group MSA plan to those individuals eligible for the employer's/union's employment-based group coverage.
- 2. MA Organization will not be subject to the requirement set forth in 42 CFR §422.50 to offer the employer/union-only group MSA plan to all eligible beneficiaries residing in the plan's service area.
- 3. If an employer/union elects to enroll individuals eligible for its employer/union-only group MSA plan through a group enrollment process, MA Organization will not be subject to the individual enrollment requirements set forth in 42 CFR §422.60. MA Organization agrees that it will comply with all the requirements for group enrollment contained in CMS guidance, including those requirements contained in Chapter 2 of the Medicare Managed Care Manual.

C. BENEFICIARY PROTECTIONS

- 1. Except as provided in subparagraph 2 of this paragraph., CMS agrees that with respect to any employer/union-only group MSA plans, MA Organization will not be subject to the prior review and approval of marketing materials and election forms requirements set forth in 42 CFR Part 422 Subpart V. MA Organization will be subject to all other disclosure requirements contained in 42 CFR §422.111 and that are conditions on any waivers for EGWPs provided in CMS guidance in Chapter 9 of the Medicare Managed Care Manual.
- 2. (a) CMS agrees that the disclosure requirements set forth in 42 CFR §422.111 will 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:
 - (i) Provide summary plan descriptions and all other beneficiary communications required by the alternative disclosure requirements on a timely basis;
 - (ii) 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.

- (iii) 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).
- (b) MA Organization agrees to comply with the requirements for this waiver contained in employer/union-only group waiver guidance in Chapter 9 of the Medicare Managed Care Manual.

D. SERVICE AREA

CMS agrees that MA Organization may offer an employer/union-only group MSA plan in any state in which eligible enrollees reside, provided 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 witness whereof, the parties hereby execute this contract.

This document has been electronically signed by:

FOR MA ORGANIZATION

<<CONTRACTING_OFFICIAL_NAME >>

Contracting Official Name

<<DATE_STAMP>>

Date

<<CONTRACT_NAME>>

Organization

<<ADDRESS>>

Address

FOR THE CENTERS FOR MEDICARE & MEDICAID SERVICES

<<KATHRYN_COLEMAN_ESIG>>

Kathryn A. Coleman

Director

Medicare Drug and Health

Plan Contract Administration Group,

Center for Medicare

<<DATE_STAMP>>

Date