

## *FDR OVERSIGHT*

### *SUPPORT TOOLS YOU CAN USE!*

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# FDR Oversight Program

## *High Level Overview*

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# What is Medicare FDR Oversight?

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*The FDR Oversight Program maintains high-level oversight of Anthem's contracted first tier, downstream, and related entities (FDRs) to ensure they meet applicable CMS requirements.*

## Meeting CMS Requirements

- FDRs providing Part C/D services on behalf of Sponsor plan must comply with CMS requirements (primarily) found in Ch. 9/21 MMCM/PDBM.\*
- Business areas contracting FDRs maintain day-to-day oversight.
- FDR Oversight Program aims to provide high level oversight of FDR with assistance of business owners/business unit via:
  - Annual **monitoring, auditing, and communication/education/training** efforts

*\*The Appendix of this presentation contains a high-level overview of CMS requirements. Requirements are also covered in the Medicare Regulatory Exhibit of the FDR's contract with Anthem.*

# Medicare FDR Oversight - Monitoring

## Monitoring Schedule

- All FDRs are assigned a monitoring month via the FDR Monitoring Schedule.
- Monitoring reviews begins the 1<sup>st</sup> day of assigned month and have a 30 day due date.

## Monitoring Survey Features

- The Monitoring Survey is issued electronically via a web-based tool.
- The Monitoring Survey is a compliance questionnaire with support documentation requests.
- A signed FDR Attestation is required upon submission of the Monitoring Survey.

### Business Owner Section

- Contract Information
- CAPs/CCCs\*
- Audit Readiness
- Metrics/Reporting\*

### FDR Section

- Locations/Offshore\*
- Standards of Conduct\*
- General Compliance & FWA Training\*
- Reporting Methods
- OIG/GSA Exclusions\*
- Record Retention
- Downstream Entities

**\* Support Documentation Required**

# FDR Monitoring Form Features

## Links

Clickable links to  
regulatory references &  
additional resources


Drop down answer  
options & ability to attach  
support documents

## Answer Boxes

▼ 2.1 Contractual

2.1.1 When did FDR begin supporting Anthem Medicare business (start date)?

2.1.2 Please select the Anthem Medicare Market(s) the FDR supports (select all that apply)

2.1.3 Please select the Anthem Medicare contract number the FDR supports (Select all that apply);  References

2.1.4 Please select the Anthem Medicare product(s) the FDR supports

2.1.5 Is FDRs contract with Anthem current?

2.1.6 Have any new agreements (e.g. statements of work, exhibits)

2.1.7 Scope of services provided

Answer

Unspecified  
Yes  
No

[Attach a file](#)

This section seeks confirmation from the Anthem business owner pertinent FDR contract information.

**Question 2.1.1** confirm the FDRs start date.

**Question 2.1.2** confirm which Anthem Medicare Markets the FDR supports.

**Question 2.1.3** confirm contract numbers the FDR supports.

**Question 2.1.4** confirm product(s) the FDR supports.

**Question 2.1.5** confirm the FDRs contract with Anthem is current.

**Question 2.1.6** confirm new agreements or amendments been executed within the past year.

# Medicare FDR Oversight - Monitoring

## Corrective Action Process

- FDR Oversight Team reviews the submitted Monitoring Survey.
- Feedback is issued via a web-based Remediation Survey.
- All follow-up items and/or compliance gaps must be remediated before the FDR's monitoring cycle is closed.

## Stop Light Tracking Method

<b>Green Status</b>	<ul style="list-style-type: none"><li>• No gaps or corrective actions identified or;</li><li>• Time period is within 30 days of business area/FDR receipt of monitoring results, or;</li><li>• All compliance gaps, follow-up requests, and corrective actions resolved</li></ul>
<b>Yellow Status</b>	<ul style="list-style-type: none"><li>• FDR has not remediated all gaps or follow-up requests identified and/or;</li><li>• Thirty days (30) have elapsed since business area/FDR receipt of monitoring results</li></ul>
<b>Red Status</b>	<ul style="list-style-type: none"><li>• FDR has not remediated all gaps or follow-up requests identified and/or;</li><li>• Sixty days (60) have elapsed since business area/FDR receipt of monitoring results</li></ul>

# Medicare FDR Oversight - Auditing

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## Auditing Process

- Focused FDR Audits are conducted to validate FDRs are fulfilling CMS compliance program requirements, CMS requirements specific to services provided, and various Anthem requirements.
- The annual FDR Oversight Audit Schedule is approved by FDR Compliance Committee and announced at the beginning of each year.
- The Audit Survey and requests are issued via a web-based system.

## Corrective Action Process

- FDR Oversight Team tracks and documents audit progress.
- All information and documentation is reviewed by the FDR Oversight Team.
- Initial feedback and additional requests are issued via a web-based Remediation Survey.
- Final audit report is issued to Anthem Business Owner and FDR.
- All audit findings must be addressed by Anthem Business Owner and FDR.

# Medicare FDR Oversight – Communication

## **Kick Off Packet**

- Packet of documentation and tools to aid FDRs in compliance and oversight requirements.
- Includes Anthem's Standards of Ethical Business Conduct, Anthem's Medicare Compliance Plan, General Compliance & FWA Training Information, and a FDR Oversight Tool Kit.

## **FDR Newsletter**

- Quarterly distribution via email to all Anthem Business Owners and FDRs.
- Content includes compliance information, updates to requirements, helpful tips and examples.

## **Business Owner/ FDR Training**

- Periodic trainings for Anthem Business Owners and FDRs.
- Trainings cover rotating compliance topics, updates to guidance or processes, FDR requirements, Q&A sessions, etc.

## **Monthly FDR Oversight Clinic**

- Monthly meeting with open invitation to Anthem Business Owners and FDRs.
- Used to provide education, training, and answer oversight questions.



# FDR Oversight Kick Off Packet

## Distribution Schedule -

- To all FDRs at the start of a new year.
- During onboarding process of a new FDR into Oversight Program.
- As a reference tool attached to all FDR monitoring surveys.
- When new documentation is issued by Anthem (*i.e. Updated Compliance Plan, etc.*)

## Includes -

- Anthem's Standards of Ethical Business Conduct
- Anthem's Medicare Compliance Plan
- CMS General Compliance & FWA Training Information
- FDR Oversight Support "Tools You Can Use" Kit



# FDR Oversight Newsletter

## Newsletters Distributed Quarterly -

- FDRs and internal business owners receive via email quarterly
- Educates stakeholders on key compliance updates to requirements and processes
- Features multiple articles, external links, and includes methods of reporting compliance issues

## Articles in Action -

- *Reporting for Duty: The Requirement to Report Non-Compliance and FWA*
- *Keep Your Policies Healthy: A Check-Up for Your P&Ps*
- *Checking In on OIG & GSA Federal Exclusion Checks*
- *Set Your Standards High: Comply with Standards of Conduct, Policies & Procedures Requirements*



# Appendix – Overview of Compliance Requirements

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# General Compliance Information

## CMS REQUIREMENT:

- Compliance policies and Standards of Conduct must be distributed to employees who support Medicare business.
  - Distribution must occur within 90 days of hire, when there are updates to the policies, and annually thereafter.
- Sponsors should ensure that Standards of Conduct and policies are distributed to FDRs' employees.
  - Sponsors may make their Standards of Conduct and policies available to their FDRs.
  - Alternatively, the Sponsor may ensure that the FDR has comparable policies and Standards of Conduct of their own.

**MMCM Ch. 21 & PDBM Ch. 9 Sect. 50.1.3**

## FDR EXPECTATION:

- Anthem distributes our Standards of Ethical Business Conduct (SOEBC) and Medicare Compliance Plan to all FDRs
  - Distribution occurs through Kick-Off Packet and FDR Monitoring Survey.
- FDRs must make Anthem's SOEBC and Compliance Plan available to all associates supporting Medicare, or alternatively, make their own comparable documents available.
  - Distribution methods can include an email blast, placement on an associate portal, training content, etc.
- FDRs must be able to demonstrate distribution to staff. *(i.e. email with visible distribution listing staff or communication sent to staff with web location, etc.)*

# General Compliance & FWA Training

## CMS REQUIREMENT:

- Sponsor's employees (*including temp workers and volunteers*), governing body members, and FDR employees who support Medicare must complete General Compliance and FWA Training within 90 days of hire and annually thereafter.
- Starting in 2016, FDRs are required to utilize the training content located on CMS' Medicare Learning Network (MLN).
  1. Complete the web-based training modules located on CMS MLN; or
  2. Download and incorporate the content of the CMS MLN training modules into existing training materials.

## FDR EXPECTATION:

- Sponsors must be able to demonstrate their employees and FDRs have fulfilled all training requirements.
- FDR employees supporting Anthem's Medicare business must complete both General Compliance Training and FWA Training within 90 days of hire, and annually thereafter.
- FDRs must maintain documentation to evidence associates completed training.
  - Proof of training will be required during Annual Monitoring and may include MLN Certificates; Training certificates from FDR's program; System reports, etc.
  - At a minimum, evidence must show associate name, completion date, and name of training.

**MMCM Ch. 21 & PDBM Ch. 9 Sect. 50.3.1 and 50.3.2**

# OIG & GSA Exclusion Screening

## CMS REQUIREMENT:

- Sponsors must review the OIG List of Excluded Individuals and Entities (LEIE ) and the GSA Excluded Parties Lists System (EPLS) **prior to the hiring** or contracting of any new employee, temporary employee, volunteer, consultant, governing body member, or FDR, and **monthly thereafter**, to ensure that none of these persons or entities are excluded or become excluded from participation in federal programs.
  - Sponsors shall not use federal funds to pay for services, equipment or drugs prescribed or provided by a provider, supplier, employee or FDR excluded by the DHHS OIG or GSA.

*MMCM Ch. 21 & PDBM Ch. 9 Sect. 50.6.8*

## FDR EXPECTATION:

- FDRs must screen all employees supporting Medicare business **prior to hire** and **monthly thereafter** against both the OIG and GSA exclusion lists.
- FDRs must maintain documentation to evidence all pre-hire and monthly employee screenings.
  - Proof of screenings will be required during Annual Monitoring and may include exclusion screening screenshots, system generated reports, etc.
  - At a minimum, evidence should show associate name (or identifier), date of screening, and results.
- FDRs must have policies in place for immediate removal of staff verified as excluded.

# Record Retention

## CMS REQUIREMENT:

- Medicare Regulatory Exhibit Section "Inspections of Books and Records" requires all records related Medicare activity must be maintained for a period of 10 years.
  - 42 C.F.R. 422.504(i) and/or 42 C.F.R. 423.505(i))
- Sponsors are accountable for maintaining records for a period of 10 years of the time, attendance, topic, certificates of completion (if applicable), and test scores of any tests administered to their employees, and must require FDRs to maintain records of the training of the FDRs' employees

## FDR EXPECTATION:

- FDRs should have policies in place requiring at least 10 years retention of all records relevant to FDR's contract with Anthem (employee training records, compliance records, records specific to function provided).
  - Policy should include the method of retention (i.e. electronic, offsite storage, etc.)

*MMCM Ch. 21 & PDBM Ch. 9 Sect. 50.3.2*



# Monitoring of Downstream Entities

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## CMS REQUIREMENT:

- The sponsor must develop a strategy to monitor and audit its first tier entities to ensure that they are in compliance with all applicable laws and regulations, and to ensure that the first tier entities are monitoring the compliance of the entities with which they contract.
- Monitoring of first tier entities for compliance program requirements must include an evaluation to confirm that the first tier entities are applying appropriate compliance program requirements to downstream entities with which the first tier contracts.

## FDR EXPECTATION:

- If the FDR subcontracts services to a delegated vendor (in support of Anthem's Medicare business), the FDR must be monitoring all subcontractors to ensure they are in compliance with CMS requirements.
- FDRs will be required to provide a listing of all subcontractors supporting Anthem's Medicare business during annual monitoring.
  - FDRs should ensure they can demonstrate monitoring of subcontractors and be able to provide supporting documentation upon request.

*MMCM Ch. 21 & PDBM Ch. 9 Sect. 50.6.6*

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# Offshore Subcontracting / Locations

## CMS REQUIREMENT:

- If the FDR has facilities performing Anthem Medicare work that are located offshore (outside of U.S), CMS requires an **Offshore Attestation** to be submitted.
  - Information must be submitted within 30 days of contracting, including specific information about the FDR, its offshore locations, and the privacy protections in place to address risks associated with the use of offshore subcontractors.
  - If a currently contracted FDR is intending to transition onshore services to an offshore location, the FDR must notify Anthem immediately and receive approval prior to any changes.

## FDR EXPECTATION:

- Anthem will work with the FDR wishing to perform services outside of the United States to complete an Offshore Attestation and ensure necessary information is submitted to CMS within the required 30 days.
- After the initial information is submitted to Anthem and CMS, FDRs will be required to confirm offshore information via Anthem's annual FDR Monitoring Survey. This includes the submission of an Offshore Attestation each year. All offshore information will be reviewed and updated with CMS on an annual basis.

*HPMS Memo 7/23/07, 9/20/07, and 8/26/08*

# Reporting Compliance & FWA Concerns

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## CMS REQUIREMENT:

- The Sponsor's written Standards of Conduct and/or policies must require all employees, members of the governing body, and FDRs to report compliance concerns and suspected or actual violations related to the Medicare program to the sponsor.
- Sponsors must adopt, widely publicize, and enforce a no-tolerance policy for retaliation or retribution against any employee or FDR who in good faith reports suspected FWA.

## FDR EXPECTATION:

- FDRs should be aware of the requirement to report compliance or FWA concerns, methods of reporting, and non-retaliation policy for reporting issues. *(Details on next slide).*

**MMCM Ch. 21 & PDBM Ch. 9 Sect. 50.4.2**

# Did You Know?

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You can easily and **confidentially** report a known or suspected violation by:

- Calling the HelpLine at **877.725.2702**
- Sending an email to **ethicsandcompliance@anthem.com**
- Calling the Medicare Compliance Officer, Sarah Lorange at 303.764.7277
- Calling the Corporate Privacy Officer, Michelle Nader at 513.336.2703

Anthem enforces a **strict** policy of non-retaliation:

- Retaliation against anyone who reports a compliance issue in good faith is **strictly prohibited**, including reports made by contracted vendors (first tier, downstream and related entities).
- If you see retaliation or believe that retaliation has occurred, you **must** report it.

**Policy and Procedure Title: OIG and GSA (SAM) Exclusion Screenings**

**References:** Prescription Drug Benefit Manual Chapter 9 & Medicare Managed Care Manual Chapter 21 Section 50.6.8 [42 C.F.R. §§ 422.503(b)(4)(vi)(F)]

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**SAMPLE POLICY LANGUAGE**

To ensure all employees who work directly on MA, PDP or MAPD related business including temporary employees, interns, volunteers, consultants, governing body members, FDR, sub-contractors (downstreams) are not included on either the Office of Inspector General (OIG) and General Services Administration (GSA) System for Award Management (SAM) List of Parties Excluded from Federal Programs.

All individuals/entities who work directly on MA, PDP or MAPD related business are screened against both the OIG listing and the GSA (SAM) listing prior to hire (contracting) and at least monthly thereafter. Any individual or entity found on either exclusion listing will not be offered a position and/or hired directly related to MA, PDP, or MAPD business. Any individual/entity found on either exclusion listing the individual/entity will be immediately removed from all MA, PDP, or MAPD business and the appropriate Plan Sponsor will be notified of the finding.

Documentation to support employee screenings against the OIG listing and GSA listing prior to hire (contracting) and monthly thereafter will be maintained for a minimum of 10 years.

OIG Exclusion List screenings to be conducted through the Online Searchable Exclusions Database at <http://exclusions.oig.hhs.gov>

GSA (SAM) Exclusion List screenings to be conducted through the Online Searchable Exclusion Database at <https://www.sam.gov>

**Policy and Procedure Title: General Compliance and Fraud, Waste and Abuse (FWA) Training**

**References:** Prescription Drug Benefit Manual Chapter 9 & Medicare Managed Care Manual Chapter 21 Section 50.3.2 [42 C.F.R. §§ 422.503(b)(4)(vi)(C) & 42.C.F.R. §§ 423.504(b)(4)(vi)(C)]

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**SAMPLE POLICY LANGUAGE**

To ensure all employees who work directly on MA, PDP or MAPD related business including temporary employees, interns, volunteers, consultants, sub-contractors, (downstreams) receive General Compliance and Fraud, Waste and Abuse (FWA) Training upon initial hire/contracting (within 90 days) and annually thereafter.

Employee General Compliance and FWA training will include unmodified content from the Center of Medicare and Medicaid Services (CMS) Medicare Learning Network (MLN).

Employee General Compliance and FWA training documentation will be retained for a period of at least 10 years to support initial (within 90 days) and annual training on FWA topics occurred for all employees who work directly on MA, PDP or MAPD related business. Documentation will consist of copies of FWA training materials to include but not limited to the following:

- Current employee listing including hire/contracting dates
- Method of Training Documentation (Evidence)
  - Certificate of Employee FWA Training Completion
  - Snapshot of employee's training web portal page showing FWA training completion
  - Employee Signed/Dated FWA Training Completion Certificate

**Policy and Procedure Title: Record Retention**

**References:** Prescription Drug Benefit Manual Chapter 9 & Medicare Managed Care Manual Chapter 21 Section 50.3.2 [42 C.F.R. §§ 422.504(e)]

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**SAMPLE POLICY LANGUAGE**

All documentation involving transactions related to MA, PDP or MAPD contract including but not limited to books, contracts, medical records, patient care documentation, subcontractors (downstreams) is retained at minimum ten (10) years from the final date of the contract period or from the date of the completion of any audit, or for such longer period provided for in 42 CFR §422.504(e)(4) or other applicable law, whichever is later.

**A. Please provide the following offshore subcontracting information:**

**Part I. Medicare Part C Organization and Part D Plan Sponsor Information**

1. Is this an update of a previously submitted offshore subcontractor attestation?

- ☐ Yes  
☐ No

2. Identify Anthem MA or PDP sponsor contracts or prospective contracts by checking the applicable boxes.

- ☐ H0147 – HEALTHKEEPERS, INC. (MMP)  
☐ H0544 – CAREMORE HEALTH PLAN (HMO)  
☐ H0564 – BLUE CROSS OF CALIFORNIA (HMO)  
☐ H1394 – HMO COLORADO, INC. (HMO)  
☐ H1517 – ANTHEM INSURANCE COMPANIES, INC. (LPPO)  
☐ H1607 – ANTHEM INSURANCE COMPANIES, INC. (LPPO)  
☐ H1849 – ANTHEM HEALTH PLANS OF KENTUCKY, INC. (HMO)  
☐ H1894 – AMERIGROUP WASHINGTON, INC. (HMO)  
☐ H2593 – CAREMORE HEALTH PLAN OF ARIZONA, INC. (HMO)  
☐ H2836 – ANTHEM HEALTH PLANS, INC. (LPPO)  
☐ H3240 – AMERIGROUP NEW JERSEY, INC. (HMO)  
☐ H3342 – EMPIRE HEALTHCHOICE ASSURANCE, INC. (LPPO)  
☐ H3370 – EMPIRE HEALTHCHOICE HMO, INC. (HMO)  
☐ H3447 – HEALTHKEEPERS, INC. (HMO)  
☐ H3536 – MATTHEW THORNTON HEALTH PLAN, INC. (HMO)  
☐ H3655 – COMMUNITY INSURANCE COMPANY (HMO)  
☐ H4036 – ANTHEM INSURANCE COMPANIES, INC. (LPPO)  
☐ H4346 – CAREMORE HEALTH PLAN OF NEVADA (HMO)  
☐ H4909 – ANTHEM HEALTH PLANS OF VIRGINIA, INC. (LPPO)  
☐ H5422 – BLUE CROSS BLUE SHIELD HEALTHCARE PLAN OF GEORGIA, INC. (HMO)  
☐ H5530 – ANTHEM HEALTH PLANS OF KENTUCKY, INC. (LPPO)  
☐ H5471 – SIMPLY HEALTHCARE PLANS, INC. (HMO)  
☐ H5746 – AMERIGROUP COMMUNITY CARE OF NEW MEXICO, INC. (HMO)  
☐ H5817 – AMERIGROUP TEXAS, INC. (HMO)  
☐ H5854 – ANTHEM HEALTH PLANS, INC. (HMO)  
☐ H6229 – BLUE CROSS OF CALIFORNIA PARTNERSHIP PLAN, INC. (MMP)  
☐ H6786 – ANTHEM HEALTH PLANS OF MAINE, INC. (LPPO)  
☐ H7200 – AMERIGROUP TENNESSEE, INC. (HMO)  
☐ H7728 – ANTHEM HEALTH PLANS OF NEW HAMPSHIRE, INC. (LPPO)  
☐ H8432 – ANTHEM HEALTH PLANS OF MAINE, INC. (HMO)  
☐ H8552 – ANTHEM BLUE CROSS LIFE AND HEALTH INSURANCE CO. (LPPO)  
☐ H8786 – AMERIGROUP TEXAS, INC. (MMP)  
☐ H9525 – COMPCARE HEALTH SERVICES INSURANCE CORPORATION (HMO)  
☐ H9886 – HMO MISSOURI, INC. (HMO)

- ☐ H9947 – BLUE CROSS BLUE SHIELD OF GEORGIA, INC. (LPPO)
- ☐ H9954 – ANTHEM INSURANCE COMPANIES, INC. (HMO)
- ☐ R5941 – ANTHEM INSURANCE COMPANIES, INC. (RPPO)
- ☐ S5596 – ANTHEM INSURANCE COMPANIES, INC. (PDP)
- ☐ S5726 – BLUE CROSS BLUE SHIELD OF KANSAS (PDP)
- ☐ S5960 – UNICARE LIFE AND HEALTH INSURANCE COMPANY (PDP)

## **Part II. Offshore Subcontractor Information**

1. Provide full offshore subcontractor name (spell out acronyms):
2. Provide offshore subcontractor country or countries:
3. Provide offshore subcontractor address or addresses:
4. If subcontractor is a downstream or related entity not directly contracted with Anthem, identify the Anthem subcontractor with whom entity is contracted:
5. Describe offshore subcontractor functions (narrative discussion):
6. State proposed or actual effective date for offshore subcontract (Note: This must be the actual contract effective date – not the date that work commenced.):
7. Term of offshore subcontract, i.e. contract termination/renewal date:

## **Part III. Precautions for Protected Health Information (PHI)**

1. Briefly describe the PHI that will be provided to the offshore subcontractor. Limit response to 250 characters including spaces.
2. Discuss why providing PHI is necessary to accomplish the offshore subcontractor's objectives.
3. Describe alternatives considered to avoid providing PHI, and why each alternative was rejected.

***B. CMS requests the MAO or PDP sponsor to complete, sign, and return the following attestation:***

## **Part I. Attestation of Safeguards to Protect Beneficiary Information in the Offshore Subcontract**

	Yes or No	Attestation
I.1.		Offshore subcontracting arrangement has policies and procedures in place to ensure that PHI and other personal information remains secure.
I.2.		Offshore subcontracting arrangement prohibits subcontractor's access to data not associated with the sponsor's contracts.
I.3.		Offshore subcontracting arrangement has policies and procedures in place that allow for immediate termination of the subcontract upon discovery of a significant security breach.
I.4.		Offshore subcontracting arrangement includes all required Medicare Part C and D language (e.g., record retention requirements, compliance with all Medicare Part C and D requirements, etc.)



**Part II. Attestation of Audit Requirements to Ensure Protection of PHI**

	Yes or No	Attestation
II.1.		Organization will conduct an annual audit of the offshore subcontractor
II.2.		Audit results will be used by the Organization to evaluate the continuation of its relationship with the offshore subcontractor.
II.3.		Organization agrees to share offshore subcontractor's audit results with CMS, upon request.

FDR REPRESENTATIVE:

ANTHEM BUSINESS OWNER:

\_\_\_\_\_  
*SIGNATURE*

\_\_\_\_\_  
*SIGNATURE*

\_\_\_\_\_  
*PRINTED NAME*

\_\_\_\_\_  
*PRINTED NAME*

\_\_\_\_\_  
*TITLE*

\_\_\_\_\_  
*TITLE*

\_\_\_\_\_  
*DATE*

\_\_\_\_\_  
*DATE*

## 2017 FDR General Compliance Training and Fraud, Waste and Abuse (FWA) Training Attestation

I hereby certify that I am an authorized representative of the FDR named below and have confirmed the following representations are accurate and true, based upon current information and reasonable belief, for those employees supporting Anthem and its affiliates' Medicare Advantage plans, Medicare Advantage Prescription Drug Benefit, and/or Medicare-Medicaid Program (MMP) business.

- The FDR complies with all Centers for Medicare and Medicaid Services (CMS) Compliance and FWA Training requirements, including ensuring all employees supporting Anthem and its affiliates' Medicare Advantage plans, Medicare Advantage Prescription Drug Benefit, and/or Medicare-Medicaid Program (MMP) business receive both General Compliance and FWA Training within 90 days of hire and annually thereafter.
- The FDR maintains supporting documentation for a period of 10 years after training completion for all employees supporting Anthem and its affiliates' Medicare Advantage plans, Medicare Advantage Prescription Drug Benefit, and/or Medicare-Medicaid Program (MMP) business, and can furnish the documentation upon request.
- The FDR utilizes the General Compliance and FWA Training content issued by CMS via the CMS Medicare Learning Network (MLN) to provide General Compliance and FWA Training to all employees per CMS requirements. The FDR utilizes the following method:
  - ☐ General compliance and/or FWA training is completed using the web-based modules located on the CMS MLN.
  - ☐ The content of the CMS standardized training modules is downloaded and incorporated from the CMS MLN into our organizations' existing compliance and FWA training materials/systems. The training content from CMS is not modified by the FDR.

FDR Name: \_\_\_\_\_

Name of Authorized Representative: \_\_\_\_\_

Title of Authorized Representative: \_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_

Signature Date: \_\_\_\_\_

## **FDR Disciplinary Actions Information Request Form**

This form is intended to solicit additional detail regarding disciplinary actions received by the FDR or FDR employees for violations of standards of conduct, non-compliance with Medicare requirements and/or incidences of fraud, waste or abuse as reported on the FDR Annual Monitoring Report (Section 3.7). Please complete the information below for each incident and return to [FDRSharedmailbox@wellpoint.com](mailto:FDRSharedmailbox@wellpoint.com).

**FDR Name:**

<b>Date of Incident:</b>	
<b>Location incident occurred:</b>	
<b>Employee(s) involved:</b>	
<b>Description of incident:</b>	
<b>How violation was reported:</b>	
<b>Disciplinary action taken:</b>	
<b>Date disciplinary action taken:</b>	
<b>Actions taken to avoid recurrence:</b>	

<b>Date of Incident:</b>	
<b>Location incident occurred:</b>	
<b>Employee(s) involved:</b>	
<b>Description of incident:</b>	
<b>How violation was reported:</b>	
<b>Disciplinary action taken:</b>	
<b>Date disciplinary action taken:</b>	
<b>Actions taken to avoid recurrence:</b>	

<b>Date of Incident:</b>	
<b>Location incident occurred:</b>	
<b>Employee(s) involved:</b>	
<b>Description of incident:</b>	
<b>How violation was reported:</b>	
<b>Disciplinary action taken:</b>	
<b>Date disciplinary action taken:</b>	
<b>Actions taken to avoid recurrence:</b>	

<b>Date of Incident:</b>	
<b>Location incident occurred:</b>	
<b>Employee(s) involved:</b>	
<b>Description of incident:</b>	
<b>How violation was reported:</b>	
<b>Disciplinary action taken:</b>	
<b>Date disciplinary action taken:</b>	
<b>Actions taken to avoid recurrence:</b>	



## **Remember to Double Check! Reminders for Federal Exclusion Screenings**

*“Sponsors shall not use federal funds to pay for services, equipment or drugs prescribed or provided by a provider, supplier, employee or FDR excluded by the DHHS OIG or GSA.” [Prescription Drug Benefit Manual Chapter 9 & Medicare Managed Care Manual Chapter 21, Section 50.6.8]*

Anthem must ensure all our FDRs contracted to support Medicare business understand the Federal Exclusion Screening requirements and their accountability to maintain compliance. The following provides you with reminders on the required OIG and GSA exclusion screening process –

- **WHAT:** All FDRs must screen every employee **prior to hire and monthly thereafter** against **both** the OIG and GSA lists to ensure employees are not excluded or become excluded from participation in any Federal program.
  - **OIG’s List of Excluded Individuals and Entities (LEIE):** <https://exclusions.oig.hhs.gov/>
  - **GSA’s Excluded List:** <https://www.sam.gov/portal/SAM/#1#1>
- **WHO:** All FDR employees working on behalf of Anthem and its affiliates’ Medicare business (or any other Medicare, Medicaid, or Federal health care program work) must be screened. This includes temporary workers, interns, volunteers, contracted workers, and downstream contractors and vendors.
- **HOW:** FDRs need to be tracking and logging OIG and GSA screenings conducted prior to hire and throughout the year for each employee, including full name and the date in which the verification screening was completed against both OIG and GSA for each month. While a tracker spreadsheet is useful, you also need to maintain documentation to support the dates the employees were screened. Examples of supporting documentation include - screenshots from the OIG and GSA websites showing the results of the employee search, or output reports from a third-party vendor or human resources department. Please ensure the date of the search and the employee’s name are visible on your supporting documentation, as this information is critical to evidence the screening occurred.
  - If the FDR screening process identifies an employee or downstream as excluded from either the OIG or GSA federal exclusion lists, the first step should be to ensure the employee or entity being screened is one in the same with the individual or entity identified on the exclusion list. This can be done by comparing details, such as date of birth, state of residence, or social security numbers for the individual. Legal entity name, state of business, or employer identification numbers (EIN) can be reviewed for an identified downstream entity. If the extra verification steps confirm exclusion from federal programs, the individual or entity must not be hired. If subsequent monthly screenings identify and verify a current employee or contracted entity has been excluded, Anthem needs to be notified and the individual or entity must be removed from Medicare work immediately.
- **WHY:** By checking employees and contracted entities against federal exclusion lists, Anthem and its FDRs are doing their part to ensure Medicare payments are not being ultimately made to groups or individuals excluded from Medicare, Medicaid, or other Federal health care programs for engaging in misconduct related to health care fraud. It is important to remember exclusion checks are not only required by the Centers for Medicare & Medicaid Services (CMS) regulations, but also contractually required as an Anthem FDR.

If you have any questions on requirements or FDR expectations related to Federal Exclusion Screenings, please contact Anthem’s FDR Oversight Team: [FDRSharedMailbox@anthem.com](mailto:FDRSharedMailbox@anthem.com).

# How Do I Report a Compliance Concern?

- Call the Anthem Helpline at [877.725.2702](tel:877.725.2702) (all compliance issues)
- Call the Anthem Fraud Hotline at [866.847.8247](tel:866.847.8247) (FWA issues related to Anthem)
- Email [ethicsandcompliance@Anthem.com](mailto:ethicsandcompliance@Anthem.com) (all compliance issues)
- Contact Anthem's Ethics & Compliance Department at P.O. Box 791, Indianapolis, IN 469206 (all compliance issues)
- Call the Anthem Medicare Programs Compliance Officer, Sarah Lorance (all compliance issues)
  - By Phone: [303.764.7277](tel:303.764.7277)
  - By Email: [MedicareProgramsComplOfficer@Anthem.com](mailto:MedicareProgramsComplOfficer@Anthem.com)
  - By Mail: 700 Broadway, Denver CO 80273
- Call or emailing your Anthem point of contact (all compliance issues)
- Call or emailing your Compliance Officer (Internal Compliance Officer/Contact)

## FDR AUDIT READINESS

Audit readiness is an important part of Anthem's commitment to compliance. As an Anthem FDR, we want to ensure you are prepared for regulatory audits. Below are just a few questions to consider when thinking through audit readiness:

- Am I current with Anthem's FDR monitoring and auditing requests? Are all noted compliance issues fully addressed and remediated?
- Do my policies and procedures supporting FDR compliance requirements accurately reflect processes to meet CMS laws/regulations? Has appropriate staff been trained on P&Ps? Are they up to date and reviewed at least annually? Are P&Ps monitored for compliance?
- Can our organization evidence or provide documentation to support compliance with Medicare program requirements (i.e. standards of conduct and compliance policies, general compliance and FWA training, federal exclusion screening, record retention, downstream oversight) in a timely manner? Could they be provided in 24 hours if necessary?
- Do I provide claims and/or utilization management services on Anthem's behalf? If so, am I familiar with CMS' audit protocols and universe requests for claims and UM? Would I be able to pull appropriate data for the universe request and provide to Anthem within the required timeframe?
- Do our employees know who Anthem's Medicare Compliance Officer is and how to contact her? (hint: refer to the 'Anthem Methods of Reporting Compliance/FWA Issues' section of this Tool Kit)
- What about downstream entities, if applicable? Can these questions be appropriately answered by each of your downstreams? Have contacts been identified for each?

**Remember**, audits may be performed by CMS, the Office of the Inspector General (OIG), or federally contracted vendors. In the event your organization is included in a CMS or other regulatory audit, Anthem's Medicare Compliance will work with you to coordinate all meetings and submission of audit materials consistent with CMS audit protocols and processes. You will be required to comply and provide documentation timely, and we will be available to support you through the audit process!

### Additional Audit Resources:

- CMS Audit Protocols: <https://www.cms.gov/Medicare/Compliance-and-Audits/Part-C-and-Part-D-Compliance-and-Audits/ProgramAudits.html>
- Medicare Managed Care Manual, Chapter 21 and Prescription Drug Benefit Manual Chapter 9: [www.cms.gov/Regulations-and-Guidance/Guidance/Manuals/Downloads/mc86c21.pdf](http://www.cms.gov/Regulations-and-Guidance/Guidance/Manuals/Downloads/mc86c21.pdf)



## **Medicare Advantage and Medicare Part D Regulatory Exhibit**

Effective [INSERT EFFECTIVE DATE], the following Medicare Advantage and Medicare Part D terms and conditions shall be incorporated into the attached Agreement between [INSERT ANTHEM ENTITY NAME] and its commonly owned and controlled affiliates (herein referred to as “Customer”) and [INSERT VENDOR NAME] (herein referred to as “Vendor.”) These provisions shall only apply to services provided by Vendor to or for Customer’s Medicare Advantage and/or Medicare Part D plans, including those plans for members dually eligible for Medicare and Medicaid in accordance with and pursuant title XVIII of the Social Security Act (Act) (specifically, but not limited to, Social Security Act Parts C and Part D), and any subsequent amendments or relevant provision in the Act and applicable regulations. In the event that there is a conflict between the attached agreement and these Medicare Advantage and Medicare Part D terms and conditions, the Medicare Advantage and Medicare Part D terms and conditions shall control, but only as they relate to services provided to Covered Individuals enrolled in Customer’s Medicare Advantage and/or Medicare Part D plans.

### **A. Definitions:**

1. **Downstream Entity:** Any party that enters into a written arrangement, acceptable to CMS, with persons or entities involved with the MA benefit, below the level of the arrangement between [Anthem entity name] and [vendor name] a first tier entity. These written arrangements continue down to the level of the ultimate provider of both health and administrative services.
2. **First Tier Entity:** Any party that enters into a written agreement, acceptable to CMS, with [Anthem entity] or applicant to provide administrative services or health care services for a Medicare eligible individual under the MA program.
3. **Related Entity:** Any entity that is related to [Anthem entity] by common ownership or control and 1. Performs some of the [Anthem] entity’s management functions under contract or delegation. 2. Furnishes services to Medicare enrollees under an oral or written agreement; or 3. Leases real property or sells materials to [Anthem entity] at a cost of more than \$2,500 during the contract period.

### **B. Terms:**

1. **Federal Funds.** Vendor acknowledges that payments Vendor receives from the Customer to provide services to Medicare Advantage and/or Medicare Part D enrollees are, in whole or part, from Federal funds. Therefore, Vendor and any of its subcontractors may be subject to certain laws that are applicable to individuals and entities receiving Federal funds, including but not limited to, 42 C.F.R. 423.100, 42 C.F.R. Part 422, Title VI of the Civil Rights Act of 1964 as implemented by 45 CFR part 84; the Age Discrimination Act of 1975 as implemented by 45 CFR part 91; the Americans With Disabilities Act; the Rehabilitation Act of 1973 and other regulations applicable to recipients of Federal Funds.

- 2. Confidential Information.** Vendor recognizes that in the performance of its obligations under this Agreement it may be party to the Customer's proprietary, confidential, or privileged information, including, but not limited to, information concerning the Customer's members. Vendor agrees that, among other items of information, the identity of, and all other information regarding or relating to any of the Customer's customers is confidential. Vendor agrees to treat such information as confidential and proprietary information of the Customer, and all such information shall be used by Vendor only as authorized and directed by the Customer pursuant to this Agreement, and, unless required by law, shall not be released to any other person or entity under any circumstances without express written approval of the Customer. During and after the term of this Agreement, Vendor shall not disclose or use any of the information described in this Section for a purpose unrelated to the terms and obligations of this Agreement. Further, Vendor agrees to abide by all Federal and State laws regarding confidentiality and disclosure of Medicare Advantage and/or Medicare Part D enrollee information. In addition, Vendor agrees to abide by the confidentiality requirements established by the Customer and CMS for the Medicare Advantage and/or Medicare Part D program.

**2.1** To the extent applicable, [Vendor] will comply with the confidentiality and enrollee record accuracy requirements, including: (1) abiding by all Federal and State laws regarding confidentiality and disclosure of medical records, or other health and enrollment information, (2) ensuring that medical information is released only in accordance with applicable Federal and State law or pursuant to court orders or subpoenas, (3) maintaining the records and information in an accurate and timely manner, and (4) ensuring timely access by enrollees to the records and information that pertain to them. [42 C.F.R. §§422.504(a)(13) and 422.118.]

- 3. Inspection of Books and Records.** In accordance with, but not limited to, 42 C.F.R. 422.504(i) and/or 42 C.F.R. 423.505(i), Vendor acknowledges that Customer, Health and Human Services department (HHS), the Comptroller General, or their designees have the right to timely access to inspect, evaluate and audit any books, contracts, medical records, patient care documentation, and other records of Vendor, or its first tier, downstream and related entities, including but not limited to subcontractors or transferees involving transactions related to Customer's Medicare Advantage contract through ten (10) years from the final date of the contract period or from the date of the completion of any audit, or for such longer period provided for in 42 CFR §422.504(e)(4) or other applicable law, whichever is later. For the purposes specified in this provision, Vendor agrees to make available Vendor's premises, physical facilities and equipment, records relating to Customer's Covered Individuals, including access to Vendor's computer and electronic systems and any additional relevant information that CMS may require. Vendor acknowledges that failure to allow HHS, the Comptroller General or their designees the right to timely access under this section can subject Facility to a \$15,000 penalty for each day of failure to comply.
- 4. Independent Status.** Vendor is an independent contractor and nothing contained in this Agreement shall be construed or implied to create an agency, partnership, joint venture, or employer and employee relationship between Vendor and the Customer. At no time shall

either party make commitments or incur any charges or expenses for or in the name of the other party except as otherwise permitted by this Agreement.

- 5. Subcontractors.** In accordance with, but not limited to, 42 C.F.R. 422.504(i)(3)(ii) and/or 42 C.F.R. 423.505(i)(3), Vendor agrees that if Vendor enters into subcontracts to perform services under the terms of the Agreement, Vendor's subcontracts shall include an agreement by the subcontractor to comply with all of the Vendor obligations in this Medicare Advantage and Medicare Part D Regulatory Exhibit and applicable terms in the attached Agreement. In addition, any and all contracts Vendor enters into with such subcontractors must name [INSERT NAME OF MA and/or PART D SPONSOR] in the contract and clearly delineate that [INSERT NAME OF MA and/or PART D SPONSOR] retains the necessary control and oversight over Vendor and all downstream subcontractors.
- 6. Federal and State Laws.** Consistent with, but not limited to, 42 C.F.R. 422.504(i)(4) and 422.504(i)(3)(iii) and/or 423.505(i)(4) and 423.505(i)(3)(iii) Vendor agrees to comply, and to require any of its subcontractors to comply, with all applicable Federal and State laws, regulations, CMS instructions, and policies relevant to the activities to be performed under the Agreement, including but not limited to, the Medicare Marketing Guidelines for Medicare Managed Care Clients, and any requirements for CMS prior approval of materials. Further, Vendor agrees that any services provided by the Vendor or its subcontractors to or on behalf of Customer's Medicare Advantage and/or Medicare Part D enrollees will be consistent with and will comply with the Customer's Medicare Advantage and/or Medicare Part D contractual obligations.
- 7. Compliance Program.** The Customer maintains an effective Compliance Program and Standards of Business Conduct, and requires its employees to act in accordance therewith. The Customer will provide a copy of its then current Standards of Business Conduct to Vendor upon request. Consistent with the preceding and to the extent applicable, Customer and its subcontractors may be required to monitor for Fraud, Waste and Abuse consistent with CMS guidance. To the extent applicable, Vendor acknowledges that certain CMS guidance on Fraud, Waste and Abuse may be implicated by the Agreement and agrees to take appropriate actions to identify and/or monitor for such activities, including but not limited to producing Vendor's plan to monitor for Fraud, Waste and Abuse.

7.1 Validation of Compliance. Vendor agrees to provide documentation at least annually, as required by Customer, demonstrating compliance with the CMS guidance as outlined in part in this Exhibit. In addition, the required monitoring form is attached hereto as Attachment 1. The parties acknowledge that Attachment 1 may be amended by Customer, from time to time, on an annual basis or as needed to comply with CMS oversight and monitoring requirements.
- 8. Hold Harmless.** In accordance with, but not limited to, 42 C.F.R. 422.504(i) and 422.504(g)(1) and (2) and/or 423.505(i) and 423.505(g), Vendor agrees that in no event, including but not limited to non-payment by Plan, insolvency of Plan or breach of the

Agreement, shall Vendor bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from, or have any recourse against a Medicare Advantage and/or Medicare Part D enrollee for covered services provided pursuant to the Agreement. This provision does not prohibit the collection of supplemental charges or Copayments made in accordance with the terms of the Medicare Advantage and/or Medicare Part D enrollee's benefits.

**8.1 Dual Eligible Cost Sharing.** Vendor further agrees that for those individuals who are enrolled in Medicare Advantage and/or Part D and who are eligible for some form of Medicaid benefit (Dual Eligible enrollees), that Vendor will not bill the enrollee for cost sharing that is not the Dual Eligible enrollee's responsibility and will ensure that such Dual Eligible enrollees will not be held liable for Medicare Parts A and B cost sharing when the State is liable for the cost sharing. In addition, Vendor agrees to accept the reimbursement by Customer as payment in full, or, if applicable, to bill the the appropriate State source.

**9. Ineligible Persons.** Vendor warrants and represents that at the time of entering into this Agreement and monthly thereafter when providing services to or for the benefit of Medicare Advantage and/or Medicare Part D members under this Agreement, neither he/she/it nor any of his/her/its employees, contractors, subcontractors or agents are ineligible persons identified on the General Services Administrations' List of Parties Excluded from Federal Programs (available through the internet at <https://www.epls.gov/>) and the HHS/OIG List of Excluded Individuals/Entities (available through the internet at <http://exclusions.oig.hhs.gov/>). Vendor agrees to sign a certification consistent with the meaning and requirements of this provision as required by Customer.

In the event Vendor or any employees, subcontractors or agents thereof becomes an ineligible person after entering into this Agreement or otherwise fails to disclose his/her/its ineligible person status, Vendor shall have an obligation to (1) immediately notify the Customer of such ineligible person status and (2) immediately remove such individual from responsibility for, or involvement with, the Customer's business operations related to this Medicare Advantage and Medicare Part D attachment.

The Customer retains the right to provide notice of immediate termination of the Agreement to Vendor in the event it receives notice of Vendor's ineligible person status.

**10. Conflict of Interest.** To the extent required by CMS or Customer, Vendor agrees to certify that it will require its managers, officers and directors responsible for the administration or delivery of Medicare Advantage and/or Part D benefits to sign a conflict of interest statement, attestation, or certification at the time of hire and annually thereafter certifying that the manager, officer or director is free from any conflict of interest in administering or delivering Medicare Advantage and/or Part D benefits.

**11. Illegal Remunerations.** Vendor specifically represents and warrants that activities to be performed under the Agreement are not considered illegal remunerations (including kickbacks, bribes or rebates) as defined in § 1128B(b) of the Social Security Act.

12. [THIS PROVISION CAN BE DELETED IF THE BASE AGREEMENT ADDRESSES INDEMNIFICATION] **Indemnification for Non-compliance.** Vendor agrees to indemnify and hold the Customer harmless from and against any and all liabilities, claims and expenses connected therewith, including reasonable attorneys fees, arising from any acts or omissions of Vendor, not specifically authorized or directed by the Customer, violating or resulting in an investigation under § 1128B(b) of the Social Security Act or any other Federal or State law or regulation.
13. **Termination-Regulatory Issues.** In accordance with, but not limited to, 42 C.F.R. 422.504(i)(5) and/or 423.505(i)(5), if during the term of the Agreement, the Customer concludes that it is necessary to cancel any of the activities to be performed under this Agreement in order to comply with Federal or State laws, regulations, policies, or for any other purpose to comply with CMS the Customer may, at its discretion, cancel the activity and be relieved of any related obligations under the terms of the Agreement. If the Customer or Vendor concludes that it is necessary to reorganize or restructure any of the activities to be performed under this Agreement in order to comply with Federal or State laws, regulations, or policies, the Customer or Vendor may request to renegotiate such terms.
13. **Oversight Responsibility.** Vendor acknowledges that the Customer shall oversee and monitor Vendor's and all of Vendor's subcontractors' providing Services under this Agreement. Accordingly, Customer will regularly review the performance of Vendor and, if applicable, Vendor's subcontractors, as part of its normal operations to confirm ongoing compliance and to ensure any identified corrective actions are undertaken and effective. Vendor further acknowledges that the Customer is ultimately responsible to CMS for the performance of such services and that the Customer shall oversee and is accountable to CMS for the functions and responsibilities described in the Medicare Advantage and Medicare Part D regulatory standards and ultimately responsible to CMS for the performance of all services.
- 14.1 To the extent applicable, notification that the credentialing process must be approved and monitored by the Plan.
15. **Revocation.** Vendor agrees that the Customer has the right to revoke this agreement if CMS or the Customer determines that Vendor or any of its independent contractors or subcontractors has not performed the services satisfactorily and/or if requisite reporting and disclosure requirements are not otherwise fully met in a timely manner. Such revocation shall be consistent with the termination provisions of the Agreement.
16. **Approval of Materials.** Any printed materials, including but not limited to letters to the Customer's members, brochures, advertisements, telemarketing scripts, packaging prepared or produced by Vendor or any of its subcontractors pursuant to this Agreement must be submitted to the Customer for review and approval at each planning stage (*i.e.*, creative, copy, mechanicals, blue lines, etc.) to assure compliance with Federal, state, and Blue



Cross/Blue Shield Association guidelines. The Customer agrees its approval will not be unreasonably withheld or delayed.

- 17. Medicare Advantage and Medicare Prescription Drug Plan - Compliance Training, Education and Communications.** In accordance with, but not limited to 42 C.F.R. 422.503(b)(4)(vi)(C)&(D) and 42 C.F.R. 423.504(b)(4)(vi)(C)&(D) Vendor agrees and certifies that it, as well as its employees, subcontractors, downstream entities, related entities and agents who provide services to or for Customer's Medicare Advantage and/or Part D Covered Individuals or to or for the Customer itself shall participate in applicable compliance training, education and/or communications as reasonably requested by the Customer or its designee annually or as otherwise required by applicable law, and must be made a part of the orientation for a new employee, new first tier, downstream or related entity and for all new appointments of a chief executive, manager, or governing body member. Both parties agree that the Customer or its designee may make such compliance training, education and lines of communication available to Vendor in either electronic, paper or other reasonable medium. Vendor shall be responsible for documenting applicable employee's, subcontractor's, downstream entity's, related entity's and/or agent's attendance and completion of such training on an annual basis. Vendor shall provide such documentation to Customer annually and as required to support a Customer or CMS audit. In addition, the training requirement set forth herein is not required for providers or suppliers who have met the fraud, waste and abuse certification requirements through enrollment into the Medicare program, as those providers and/or suppliers are deemed to have met that portion of the fraud waste and abuse training required by CMS.
- 18. Audit.** Vendor agrees to comply with any and all requests for Compliance documentation, as set forth in section 7 above, in order to support a CMS audit request. Vendor must provide all requested documentation demonstrating compliance with all CMS regulations and/or Anthem requirements for first tier, downstream and/or related entities.
- 19. Prompt Payment.** [ALTERNATE - CAN DELETE IF THERE ARE EQUIVALENT PROMPT PAYMENT TERMS IN THE BASE AGREEMENT OR DELETE FIRST SENTENCE ONLY IF ONLY THAT PORTION IS CONTAINED IN THE BASE AGREEMENT] To the extent applicable under law as related to claims for medical or pharmacy services, Customer agrees to make best efforts to pay Vendor within \_\_\_ days of receipt of an undisputed invoice. Should Vendor enter into any downstream agreements with any subcontractors to provide services under this Agreement, Vendor agrees to have a prompt payment provision as negotiated by Vendor and the subcontractor.
- 21. [IN ADDITION IF APPLICABLE] Delegated Activities.** If Customer has delegated activities to Vendor, then the Customer will provide the following information to Vendor and Vendor shall provide such information to any of its subcontracted entities:
- a. A list of delegated activities and reporting responsibilities;
  - b. Arrangements for the revocation of delegated activities;
  - c. Notification that the performance of the contracted and subcontracted entities will be monitored by the Customer;












- d. Notification that the credentialing process, if applicable, must be approved and monitored by the Customer; and
- e. Notification that all contracted and subcontracted entities must comply with all applicable Medicare laws, regulations and CMS instructions.


**22. [IN ADDITION IF APPLICABLE]Delegation of Provider Selection.** In addition to the responsibilities as set forth in section 21 above, to the extent that Customer has delegated selection of the providers, contractors, or subcontractor to Vendor, Customer retains the right to approve, suspend, or terminate any such arrangement.

# 2017 FDR Monitoring Survey

#	Question	Response
1	<p><b>Overview:</b></p> <p>Welcome to the First Tier, Downstream, and Related Entities (FDR) Monitoring Report. The purpose of this survey is to monitor FDR compliance with applicable CMS compliance program requirements of those entities contracted to support Anthem and its affiliates' (Caremore, Amerigroup, Simply) Medicare Advantage, Part D, and Medicare-Medicaid Programs. Reference documents and additional information can be downloaded and reviewed throughout this survey. Where requested to attach supporting documentation, please ensure files are in a clear and easy to understand format. If additional explanation is necessary to understand how the documentation demonstrate compliance, please include a brief summary along with the uploaded file. Please note references to "Anthem" throughout this form also include all Anthem affiliates (Caremore, Amerigroup, Simply). The FDR Monitoring Report Survey will be sent to both the Anthem (and affiliates) business owner and FDR point of contact associated with this FDR, each will only be required to complete the questions populated within their survey. Please note, all questions and attachments must receive a response to submit this survey. Once the survey event is closed, the survey can be reviewed, however, no additional changes can be made.</p>	
1.1	What is your role, Anthem Business Owner or FDR representative?	Anthem Business Owner/ FDR Representative?
1.2	Please find the attached ZIP file containing FDR Oversight resources & reference documents	
2.1	<b>Contractual</b>	
2.1.1	When did FDR begin supporting Anthem Medicare business (contract start date)?	enter date
2.1.2	Please select the Entity(ies) in which the FDR is contracted (select all that apply)	Anthem; Amerigroup; CareMore; Simply: All
2.1.3	Please select the Anthem Medicare Market(s) the FDR supports (select all that apply):	All Markets; AZ; CA; CO; CT; FL; GA; IN; KS; KY; MD; ME; MO; National; NH; NJ; NM; NV; NY; OH; TN; TX; VA; WA; WI
2.1.4	Please select the Anthem Medicare contract number the FDR supports (Select all that apply):	All Contracts; H0147 H0564 H1394 H1517 H1607 H1849 H2836 H3342 H3370 H3447 H3536 H3655 H4036 H4909 H5422 H5530 H5854 H6229 H6786 H7728 H8432 H8552 H9525 H9886 H9947 H9954 R5941 S5596 S5960 S5726 H1894 H3240 H5746 H5817 H7200 H8786 H0544 H2593 H4346 H5471
2.1.5	Please select the Anthem Medicare product(s) the FDR supports (select all that apply):	All; MMP; DSNP; PDP; MA; MAPD; C-SNP; D-SNP; I-SNP; IE-SNP
2.1.6	Is FDRs contract with Anthem current?	yes/no
2.1.7	Have any new agreements (e.g. statements of work, exhibits) or amendments pertaining to Anthem Medicare business been executed within the last 12 months?	yes/no
2.1.8	Does the FDR's contract contain a Business Associate Agreement (BAA)?	yes/no/NA
2.1.9	If yes, please attach a copy of the Business Associate Agreement (BAA) to demonstrate compliance with 2.1.8 above.	attach documentation
2.1.10	Scope of services provided:	enter services provided
2.2	<b>Corrective Action &amp; CCC Issues</b>	
2.2.1	Is FDR currently under any Medicare related corrective action required (CARs)?	yes/no
2.2.2	If yes, please provide a brief summary of each corrective action including current status and date due.	if yes, enter detail
2.2.3	Is FDR currently involved in any open Compliance Communication Center (CCC) issues?	yes/no
2.2.4	If yes, please provide a brief summary of each CCC issue, including current status and corrective action steps.	if yes, enter detail
2.3	<b>Performance Metrics &amp; Reporting Requirements</b>	
2.3.1	Regulatory references: 42 C.F.R. §§ 422.503(b)(4)(vi)(F), 423.504(b)(4)(vi)(F); PDBM and MMCM Ch. 9/21 50.6.6	
2.3.2	Does the business owner/area monitor services provided on a periodic basis to ensure FDR is meeting CMS, contractual, and performance requirements?	yes/no
2.3.3	Is FDR currently meeting CMS, contractual, and performance requirements?	yes/no
2.3.4	What type of periodic reports, data and/or metrics are utilized by the business owners/area to assess compliance with CMS, contractual, and performance requirements?	enter detail
2.3.5	Has the business owner/area identified any barriers or issues related to the FDR's ability to meet CMS, contractual, and/or performance requirements?	if yes, enter detail
2.3.6	Please attach monitoring or performance metrics/reports used by the business owner/area for ongoing monitoring of FDR's services or compliance with CMS requirements. Documents might include timeliness, inventory, service level reports, performance reviews, credentialing reviews, performance metrics, dashboards or any other type of aggregated data to assess delegated services. Please include within the attached document a brief explanation of how the documentation demonstrates oversight and FDR's compliance with delegated functions.	attach documentation
2.4	<b>Readiness Activities</b>	
2.4.1	Does the FDR support services, benefits and/or functions involved in Anthem's Annual Enrollment Period (AEP) and/or new Plan year benefit coverage?	yes/no
2.4.2	If yes, does the business owner/area and FDR participate in AEP and 1/1 readiness activities?	yes/no/NA
2.4.3	Has the business owner/area and FDR conducted audit readiness activities to ensure all records, data and pertinent information related to the support of Anthem's Medicare business is available and accessible in the event of a CMS audit?	yes/no
2.4.4	If yes, please select the audit readiness activities conducted.	Mock universe pull; Sample pulls; Review of policies & procedures; Review of CMS audit protocols; Other
2.5	<b>Anthem Business Owner Confirmation</b>	
2.5.1	I am confirming that all information provided above is truthful and accurate as it pertains to business owner oversight of this FDR...	
2.5.2	Name(s)	enter name
2.5.3	Title(s)	enter title
2.5.4	Date of Completion	enter date
4.1	Thank you for completing the business owner section of the FDR Monitoring Report survey. The FDR representative associated with this FDR will receive an email to log-in to the Ariba system and use the same process to complete the FDR section of the FDR Monitoring Report. The FDR Oversight Team will review this survey once both sections are submitted. If compliance issues or follow-up items require corrective actions for this FDR an email notice will be sent to the business owner and FDR Representative. The email notice will provide access to the FDR Remediation survey. The business owner will be required to work with their FDR to complete the survey and respond to each compliance issue and corrective action required to demonstrate compliance for all issues identified.	

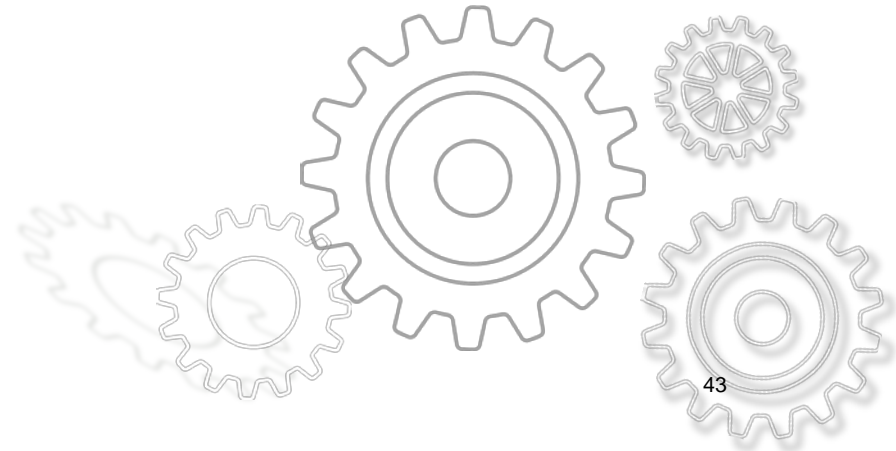


2017 FDR Monitoring Survey		Anthem
#	Question	Response
3.1	<b>FDR Primary Contact</b>	
3.1.1	Name	enter name
3.1.2	Title	enter title
3.1.3	Address	enter address
3.1.4	Phone	enter phone #
3.1.5	Email	enter email
3.2	<b>FDR Secondary Contact</b>	
3.2.1	Name	enter name
3.2.2	Title	enter title
3.2.3	Address	enter address
3.2.4	Phone	enter phone #
3.2.5	Email	enter email
3.3	<b>FDR Additional Email Contact(s)</b>	
3.3.1	Email	enter email
3.3.2	Email	enter email
3.3.3	Email	enter email
3.3.4	Email	enter email
3.4	<b>Locations &amp; Offshore</b>	
3.4.1	Please indicate the total number of locations/facilities where Medicare functions are performed on behalf of Anthem:	enter #
3.4.2	Are any of these facilities located in the following CMS hot spots? <b>Baton Rouge, LA - Brooklyn, NY - Chicago, IL - Dallas, TX - Detroit, MI - Houston, TX - Los Angeles, CA, Miami-Dade, FL - Tampa, FL</b>	yes/no
3.4.3	If yes, please briefly explain what measures are in place to prevent privacy breaches from occurring for each "hot spot" location.	if yes, provide detail
3.4.4	Does FDR have locations or subcontractors (downstream entities) located offshore (outside of U.S.) providing Medicare services to Anthem?	yes/no
3.4.5	If yes, do any offshore facilities have access to member protected health information (PHI)?	if yes, provide detail
3.4.6	If yes, has FDR worked with Anthem to complete an Offshore Attestation for each location?	yes/no
3.4.7	If yes, please attach a copy of the Offshore Attestation to demonstrate compliance with 3.4.6 above.	attach documentation
3.5	<b>Code of Conduct / Compliance Policies</b>	 
3.5.1	Regulatory references: 42 C.F.R. §§ 422.503(b)(4)(vi)(A), 423.504(b)(4)(vi)(A); PDBM and MMCM Ch. 9/21 50.1.1, 50.1.3	
3.5.2	Has FDR received Anthem's Standards of Ethical Business Conduct (SOEBC) and compliance policies and procedures (Medicare Compliance Plan) within the past year?	yes/no Yes - Anthem's SOEBC & Policies Yes - Our own Standards of Conduct & Policies No
3.5.3	Does FDR distribute, or make available, Anthem's SOEBC and compliance policies, or its own comparable standards of conduct and compliance policies to all staff supporting Anthem's Medicare business?	attach documentation (but not a required field, as not all FDRs will require an attachment)
3.5.4	If FDR distributes its own standards of conduct to associates supporting Anthem's Medicare business, please attach a copy of the Standards of Conduct document.	Web portal or link; Email; Handout; Training
3.5.5	Indicate the method used to distribute or make available standards of conduct and policies.	
3.5.6	Please attach documentation demonstrating compliance with 3.5.3 above. Documentation should clearly show the FDR distributes or makes available either Anthem's SOEBC and Medicare Compliance Plan, or FDR's own Standards of Conduct and policies, to all associates supporting Anthem's Medicare business. Examples of this include screenshot of web portal (accessible to employees showing documents can be accessed), copy of email distribution (showing documents were distributed to all employees), copy of employee attestations verifying receipt of documents, etc.	attach documentation
3.5.7	Does FDR attend Anthem's Semi-Annual FDR Compliance Training sessions and provide relevant information/materials to staff supporting Anthem's Medicare business?	yes/no
3.6	<b>General Compliance and Fraud, Waste &amp; Abuse (FWA) Training</b>	   
3.6.1	Regulatory references: 42 C.F.R. §§ 422.503(b)(4)(vi)(C), 423.504(b)(4)(vi)(C); PDBM and MMCM Ch. 9/21 50.3.1, 50.3.2	
3.6.2	Does each FDR employee, supporting Anthem's Medicare business, complete General Compliance Training and FWA Training within 90 days of hire and annually thereafter?	yes/no/deemed provider CMS' training modules via the CMS Medicare Learning Network System/ FDR's own training program which includes CMS training content downloaded or printed from the CMS Medicare Learning Network / Other
3.6.3	Indicate the method the FDR utilizes to issue General Compliance Training and FWA Training to employees?	
3.6.4	Is documentation retained for a minimum of 10 years to evidence FDR employees have completed General Compliance Training and FWA training as required?	yes/no
3.6.5	What type of documentation is retained to confirm staff completion of General Compliance Training and FWA training (select all that apply):	Electronic Certifications generated from CMS' MLN System; Completion Certifications from FDR's training program; Employee Attestations; Training Log; System Generated Report
3.6.6	Please attach documentation demonstrating compliance with 3.6.2 above. Documentation should clearly show all employees have completed General Compliance Training & FWA training within the last 12 months of today's date. Documentation must include: 1.) A current employee list with dates of hire, and 2.) Confirmation each associate has completed General Compliance Training & FWA training (i.e. sign-in sheets, certificates of completion, electronic certification, screenshots, etc.). Documentation must show employees hired within the last 12 months (new hires) have completed training within 90 days of hire.  *Please note – Starting on 1/1/16, support documentation needs to demonstrate compliance with CMS' new training requirements of utilizing the CMS Medicare Learning Network (MLN) training content to complete trainings. This can include copies of each employee's Certificate of Completion generated from MLN (or from another training format containing unmodified MLN training content), or a signed copy of the attached attestation confirming the FDR has completed the appropriate General Compliance Training and FWA training in accordance to CMS' 2016 guidance.	 attach documentation
3.6.7	Does FDR maintain policies and procedures compliant with General Compliance Training and FWA training requirements?	yes/no/deemed provider
3.7	<b>Reporting Compliance or FWA Concerns</b>	
3.7.1	Regulatory references: 42 C.F.R. §§ 422.503(b)(4)(vi)(D), 423.504(b)(4)(vi)(D); PDBM and MMCM Ch. 9/21 50.4.2	
3.7.2	Is FDR aware of the requirement to report compliance or FWA concerns to Anthem?	yes/no
3.7.3	Is FDR aware of available methods to report compliance or FWA concerns to Anthem?	yes/no
3.7.4	Is FDR aware of Anthem's non-retaliation policy for employees or FDRs who report potential violations?	yes/no
3.7.5	Has FDR communicated the requirement to report compliance/FWA concerns or suspected violations and the methods of reporting them to its employees, supporting Anthem's Medicare business?	yes/no
3.7.6	Has FDR or any of its employee(s) received disciplinary actions for violations of standards of conduct, non-compliance with Medicare requirements and/or incidences of fraud, waste and/or abuse?	yes/no
3.7.7	If yes, please complete the complete the following for each incident:	-
3.7.8	Date of Incident	if applicable enter detail
3.7.9	Location incident occurred	if applicable enter detail
3.7.10	Employee(s) involved	if applicable enter detail
3.7.11	Description of incident	if applicable enter detail
3.7.12	How violation was reported	if applicable enter detail
3.7.13	Disciplinary action taken	if applicable enter detail
3.7.14	Date disciplinary action taken	if applicable enter detail
3.7.15	Actions taken to avoid recurrence	if applicable enter detail
3.8	<b>OIG &amp; GSA Federal Exclusions</b>	 
3.8.1	Regulatory references: The Act §1862(e)(1)(B), 42 C.F.R. §§ 422.503(b)(4)(vi)(F), 422.752(a)(8), 423.504(b)(4)(vi)(F), 423.752(a)(6), 1001.1901; PDBM and MMCM Ch. 9/21 50.4.2	
3.8.2	Anthem OIG-GSA Exclusion List Tracker attached for your reference:	
3.8.3	Does FDR screen all employees, supporting Anthem's Medicare business, against both the OIG and GSA(SAM) federal exclusion lists prior to initial hire and monthly thereafter?	yes/no
3.8.4	Does FDR maintain documentation for a minimum of 10 years of employee screenings against both the OIG and GSA(SAM) federal exclusion lists?	yes/no
3.8.5	Please attach documentation demonstrating compliance with 3.8.3 above. Documentation must include a list of current employees supporting Anthem's Medicare business work (including employee name and hire date) and confirmation of the date each has been screened against both the OIG and GSA (SAM) exclusion listings on a monthly basis for the past 12 months. Documentation must show employees hired within the last 12 months (new hires) were screened prior to date of hire.	attach documentation
3.8.6	Does FDR maintain policies and procedures compliant with federal screening (OIG/GSA) requirements, addressing screenings conducted prior to hire, monthly thereafter and immediate removal of excluded employees?	yes/no

<b>3.9</b>	<b>Record Retention</b>	
<b>3.9.1</b>	Regulatory references: 42 C.F.R. §§ 422.503(b)(4)(vi)(C), 423.504(b)(4)(vi)(C); PDBM and MMCM Ch. 9/21 50.3.2; Ch. 11 110.1	
<b>3.9.2</b>	Are all records relevant to the FDR's contract with Anthem (e.g. employee records, contracts, trainings, financial records, work product, etc.) retained a minimum of 10 years?	yes/no
<b>3.9.3</b>	What method does FDR use for record retention? (Check all that apply)	Electronic; Hard copy; Offsite storage
<b>3.9.4</b>	Does FDR maintain policies and procedures compliant with record retention requirements, including the requirement to maintain all relevant Medicare records, including FDR compliance records for 10 years?	yes/no
<b>3.10</b>	<b>Monitoring Downstream Entities</b>	
<b>3.10.1</b>	Regulatory references: 42 C.F.R. §§ 422.503(b)(4)(vi)(F), 423.504(b)(4)(vi)(F), 423.504(b)(4)(vi)(D); PDBM and MMCM Ch. 9/21 50.6.6	
<b>3.10.2</b>	Does FDR subcontract any work it performs on behalf of Anthem's Medicare business?	yes/no
<b>3.10.3</b>	How many downstream entities are utilized?	enter #
<b>3.10.4</b>	If applicable, please enter the following subcontractor details for each entity (or attach listing) :	-
<b>3.10.4.1</b>	Entity Name/ Services Provided	enter detail
<b>3.10.4.2</b>	City	enter detail
<b>3.10.4.3</b>	State	enter detail
<b>3.10.4.4</b>	Country	enter detail
<b>3.10.5</b>	Does FDR monitor the compliance of subcontractors (downstreams) with all applicable laws and regulations (i.e. Distribution of Standards of Conduct; Completion of General Compliance Training and FWA Training; Pre-hire and monthly OIG and GSA Exclusion Screenings; etc.)?	yes/no
<b>3.10.6</b>	Are all subcontractors (downstreams) listed above in compliance with (and following) CMS program requirements?	yes/no
<b>3.11</b>	<b>FDR Attestation</b>	
<b>3.11.1</b>	FDR Attestation form attached must be completed and attached to this form	 attach documentation
<b>3.11.2</b>	Name of Authorized FDR Representative	enter names
<b>3.11.3</b>	Title of Authorized FDR Representative	enter title
<b>3.11.4</b>	Business Address of Authorized Representative	enter address
<b>4.2</b>	Thank you for completing the FDR section of the FDR Monitoring Report survey. The FDR Oversight Team will review the information and documentation submitted as soon as possible. If compliance issues or follow-up items require corrective actions you will receive notice along with your Anthem (and affiliates) business owner. It is important to note that you should work with your Anthem (and affiliates) business owner to remediate all identified issues.	

# FDR Monitoring Process (*Ariba Training*)

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# FDR Monitoring Process (Ariba)

## Email Notification

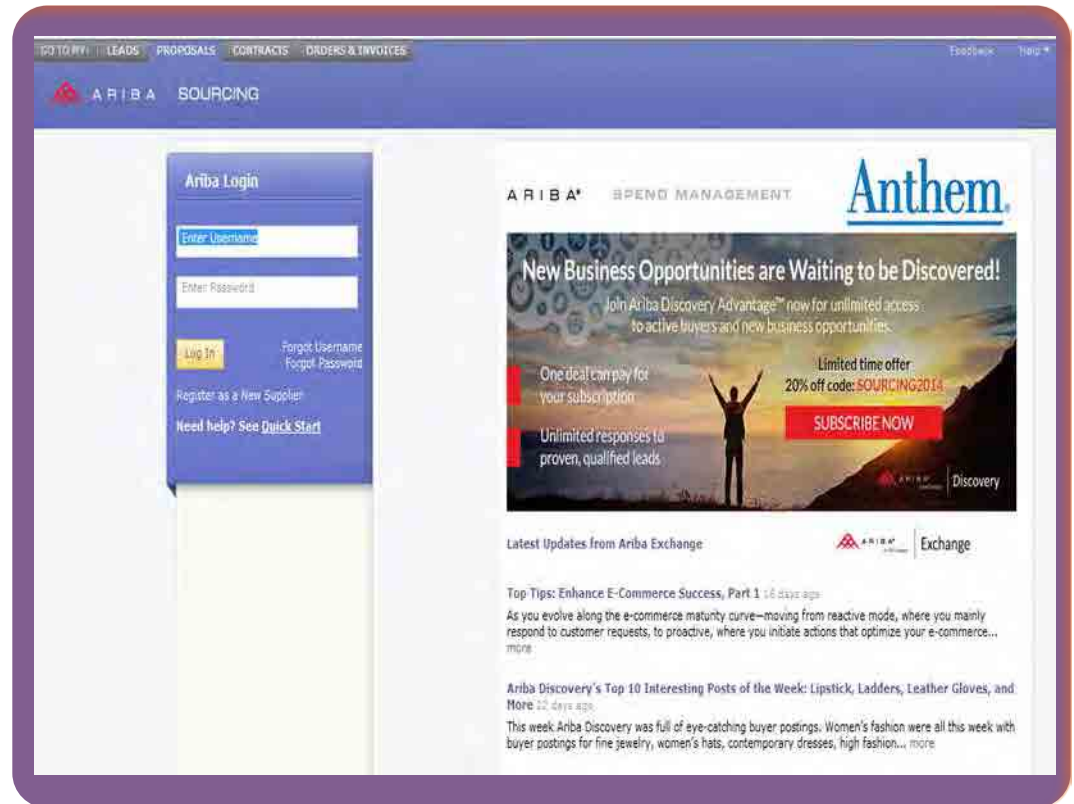
- Monitoring email notification distributed at the start of the FDRs monitoring month
- Must use the link within the original Ariba email notice received to access
- Each email contains links specific to the survey requested



# Log-In Screen *(Business Owners/Internal Associates)*


## Ariba Log-in Portal

- You will be directed to a log-in portal from email link
- Enter username & password
- Once logged in, you will be directed to the survey



**Ariba Helpline: 866-218-2155**

# Ariba New Supplier Registration



Enter Your Ariba Commerce Cloud Information

1

Enter basic company information

\* Indicates a required field

Company Name \*

Country \*

United States [USA]

Address \*

Line 1

Line 2

Line 3

City \*

State \*

Alabama

Zip \*

Product and Service Categories \*

Enter product and service categories

Add

-or- Browse

Ship-to or Service Locations \*

Enter ship-to or service location

Add

-or- Browse

Tax ID

Optional

Enter your nine-digit Company Tax ID number.

DUNS Number

Optional

Enter the nine-digit number issued by Dun & Bradstreet.

Note:

If you are using the Ariba system for the first time or completing a survey for a new FDR, you will need to complete these screens as a 'new supplier.' Only basic information is requested and not retained by Anthem or related to Anthem's FDR Survey request. Please complete only information (\*) necessary to establish log-in credentials. Product and Service/Ship-to or Service Locations do not need to be exact.

# Ariba New Supplier Registration

## Note:

Please use your email address as your username. However, if you are the manager of multiple FDRs within our program, please use your primary email address, but establish a unique username for each different FDR/vendor.

Please note, by completing registration on this screen you are enabling Ariba to send emails from its sourcing site in regards to business opportunities. These emails can be disabled (see slides).

2 Enter user account information

\* Indicates a required field.

Name \*  First Name  Last Name [Ariba Privacy Statement](#)

Email \*

☒ Use my email as my username

Username \*  Must be in email format (e.g. john@newco.com)

Password \*  Must contain a minimum 8 characters including

Repeat Password

Secret Question \*  In what city was your mother born?  If you forget your password, you can reset it.

Your Answer

Repeat Your Answer

- \* The answer to your secret question must be unique.
- \* Select a question for which only you know the answer and you will remember it forever.
- \* Do not select a secret question for which your answer might change over time.

Language  English  The language used when Ariba sends you configurable notifications. This is different than your web browser's language setting, which controls the user interface and actions you initiate there. If you are the account administrator, then the preferred language setting also controls the section headings and field labels on purchase orders routed through Email or Fax.

Ariba will make your company profile, which includes the basic company information, available for new business opportunities to other companies. If you want to hide your company profile, you can do so anytime by editing the profile visibility settings on the Company Profile page after you have finished your registration.

By clicking the Continue button, you expressly acknowledge and give consent to Ariba for your data entered into this system to be transferred outside the European Union, Russian Federation or other jurisdiction where you are located to Ariba and the computer systems on which the Ariba services are hosted (located in various data centers globally), in accordance with the Ariba Privacy Statement, the Terms of Use, and applicable law.

You have the right to access and modify your personal data from within the application, by contacting the Ariba administrator within your organization or Ariba, Inc. This consent shall be in effect from the moment it has been granted and may be revoked by prior written notice to Ariba. If you are a Russian citizen residing within the Russian Federation, You also expressly confirm that any of your personal data entered or modified in the system has previously been captured by your organization in a separate data repository residing within the Russian federation.

☐ I have read and agree to the [Terms of Use](#) and the [Ariba Privacy Statement](#)



# Ariba New Supplier Registration

**Company Profile**

Basic (3) Business (23) Marketing (3) Contacts Certifications (1) **Customer Requested** Additional Documents

\* Indicates a required field

**Overview**

Company Name: \*

Other names, if any:

NetworkId:

Short Description: Characters left: 100

Website:

Public Profile:

**Address**

Address 1: \*

Address 2:

Address 3:

City: \*

State: \*

**Public Profile Complete**

- Short Description
- Website
- Annual Revenue
- Certifications
- D-U-N-S Number
- Business Type
- Industries
- Company Description
- Company Logo

**Share Your Public Profile**

Click here to get your Anthem Profile

**FIND US ON**

View Public Profile

Profile Visibility Settings

**NOTE:**  
Do not complete the "Company Profile" page please click on "Customer Requested Tab" to access the "Anthem Profile" page



# Ariba New Supplier Registration

**Company Profile**

Basic (3) Business (2) Marketing (3) Contacts Certifications (1) Customer Requested Additional Documents

\* Indicates a required field

**Sourcing Customer List**

Customer	Status
Anthem	Complete

**Public Profile Completion**

- Short Description
- Website
- Annual Revenue
- Certifications
- D-U-N-S Number
- Business Type
- Industries
- Company Description
- Company Logo

**Share Your Public Profile**  
Click here to get your #

View Public Profile  
Profile Visibility Settings

**NOTE:**  
Click on "Anthem" to access  
"Anthem Requested Profile" page


# Ariba New Supplier Registration

## Anthem Requested Profile

\* Indicates a required field

Your customer has specifically requested that you complete the following profile information. After you complete the requested profile information, click **Submit**. You can click **Save as Draft** to save any values you may have edited without sending the changes to your customer.

**Save as Draft** **Submit**

 **Changes you make below may be subject to approval before they are accepted.**

Question

### ▼ 1 Company Information

**1.1** Company Name (Full Legal Name) +

**1.2** Doing Business As (DBA)

**1.6** Sales Manager \*

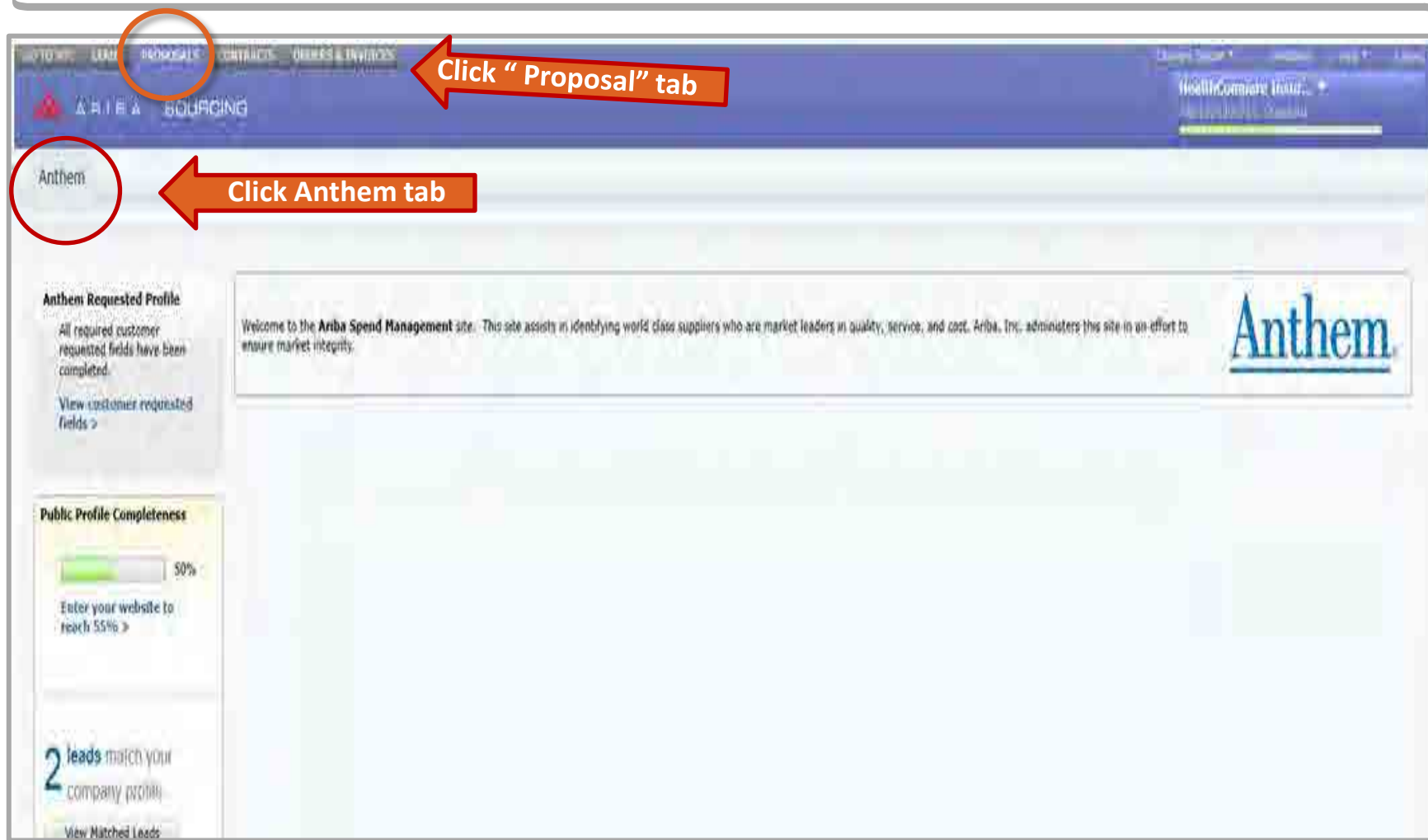
**1.7** Account Manager \*

#### NOTE:

Please complete the 4 questions.

**Save as Draft** **Submit**

# Ariba New Supplier Registration



# Ariba New Supplier Registration

The screenshot displays the Ariba Spend Management interface. At the top, the header reads "ARIBA SOURCING". Below the header, a "More..." link is visible. A welcome message states: "Welcome to the Ariba Spend Management site. This site assists in identifying world class suppliers who are market leaders in quality, service, and cost. Ariba, Inc. administers this site in an effort to ensure market integrity."

On the left sidebar, under "Realm Requested Profile", it says "All required customer requested fields have been completed." and provides a link "View customer requested fields >". Below this, a "Public Profile Completeness" section shows a progress bar at 75% and a prompt to "Enter your company revenue to reach 85%". At the bottom of the sidebar, it indicates "3 leads match your company profile" with a "View Matched Leads" button.

The main content area features an "Events" table. The first row is circled in orange and contains the following data:

Title	ID	End Time	Event Type
Status: Open (1)			
Untitled Sourcing Project	Doc56082363	No time limit	Auction

A large red arrow points from the text "Monitoring Survey" to the circled "Status: Open (1)" entry in the table.

# Starting the FDR Monitoring Survey

All Content

Name ↑

▼ 1 Overview Less...

Welcome to the First Tier, Downstream, and Related Entities (FDR) Monitoring Report. The purpose of this survey is to monitor FDR compliance with applicable CMS compliance program requirements of those entities contracted to support Anthem and its affiliates' (including CareMore), Medicare Advantage, Part D, and Medicare-Medicaid Programs. Reference documents and additional information can be downloaded and reviewed throughout this survey. Where requested to attach supporting documentation, please ensure files are in a clear and easy to understand format. If additional explanation is necessary to understand how the documentation demonstrate compliance, please include a brief summary along with the uploaded file. Please note references to "Anthem" throughout this form also include all Anthem affiliates (including CareMore).

The FDR Monitoring Report Survey will be sent to both the Anthem (and affiliates) business owner and FDR point of contact associated with this FDR, each will only be required to complete the questions populated within their survey. Please note, all questions and attachments must receive a response to submit this survey. Once the survey event is closed, the survey can be reviewed, however, no additional changes can be made.

**\*\*IMPORTANT\*\*** If you have any questions about this survey or how to complete it, click the "Compose Message" button located at the bottom of this screen and submit any questions or concerns using this system. Please do not send a separate email to the FDR shared mailbox.

1.1 What is your role, Anthem Business Owner or FDR representative? \* FDR Representative ▼

1.2 Please find the attached ZIP file containing FDR Oversight resource & reference documents. [References](#)

## Selecting Your Role

- Question 1.1 asks what your role is – confirm whether you are:
  - **Anthem Business Owner** (internal Anthem associate responsible for vendor)
  - **FDR Representative** (external contact employed by vendor)
- Questions specific to your role will be populated once #1.1 is completed

# FDR Monitoring Survey

▼ 1 Overview

Overview:  
Welcome to the First Tier, Downstream, and Related Entities (FDR) Monitoring Report. The purpose of this survey is to monitor FDR compliance with applicable CMS compliance program requirements of those entities contracted to support Anthem and its affiliates' Medicare Advantage, Part D, and Medicare-Medicaid Programs. Reference documents and additional information can be downloaded and reviewed throughout this survey. Where requested to attach supporting documentation, please ensure files are in a clear and easy to understand format. If additional explanation is necessary to understand how the documentation demonstrate compliance, please include a brief summary along with the uploaded file. Please note references to "Anthem" throughout this form also include all Anthem affiliates. The FDR Monitoring Report Survey will be sent to both the Anthem (and affiliates) business owner and FDR point of contact associated with this FDR, each will only be required to complete the questions populated within their survey. Please note, all questions and attachments must receive a response to submit this survey. Once the survey event is closed, the survey can be reviewed, however, no additional changes can be made.

1.1 What is your role, Anthem Business Owner or FDR representative?

1.2 Please find the attached ZIP file containing FDR Oversight resources & reference documents [References](#)

▼ 2 Anthem Business

▼ 2.1 Contractual

2.1.1 When did FDR begin supporting Anthem Medicare business (start date)?

2.1.2 Please select the Entity(ies) in which the FDR is contracted (select all that apply)

2.1.3 Please select the Anthem Medicare Market(s) the FDR supports (select all that apply)

- Survey provides overview information, downloadable reference tools, etc.
- All questions and requested documentation **must be completed** prior to submission

# FDR Monitoring Survey

## Sections 3.1 – 3.3: Contact Information

### ▼ 3 FDR Compliance Section▼

#### ▼ 3.1 FDR Primary Contact▼

3.1.1 Name▼

3.1.2 Title▼

3.1.3 Address▼

3.1.4 Phone▼

3.1.5 Email▼

#### ▼ 3.2 FDR Secondary Contact▼

3.2.1 Name▼

3.2.2 Title▼

3.2.3 Address▼

3.2.4 Phone▼

3.2.5 Email▼

#### ▼ 3.3 FDR Additional Email Contact(s)▼

Additional contacts for Anthem FDR Oversight communications and distributions.

3.3.1 Email▼

3.3.2 Email▼

3.3.3 Email▼

3.3.4 Email▼



# FDR Monitoring Survey

## Section 3.4 – Locations & Offshore Information

### ▼ 3.4 Locations & Offshore

3.4.1 Please indicate the total number of locations/facilities where Medicare functions are performed on behalf of Anthem. »

3.4.2 Are any of these facilities located in the following CMS hot spots?

Baton Rouge, LA - Brooklyn, NY - Chicago, IL - Detroit, MI - Houston, TX - Los Angeles, CA - Miami-Dade, FL - Tampa, FL »

3.4.3 If yes, please briefly explain what measures are in place to prevent privacy breaches from occurring for each 'hot spot' location. »

3.4.4 Does FDR have locations or subcontractors (downstream entities) located offshore (outside of U.S.) providing Medicare services to Anthem? »

3.4.5 If yes, do any offshore facilities have access to member protected health information (PHI)? »

3.4.6 If yes, has FDR worked with Anthem to complete an Offshore Attestation for each location? »

3.4.7 If yes, please attach a copy of the Offshore Attestation to demonstrate compliance with 3.4.6 above. »



# FDR Monitoring Survey

## Section 3.5 – General Compliance Information

### ▼ 3.5 General Compliance Information

3.5.1 Regulatory references: 42 C.F.R. §§ 422.503(b)(4)(vi)(A), 423.504(b)(4)(vi)(A), PDBM and MMCM Ch. 9/21 50.1.1, 50.1.3  References

3.5.2 Has FDR received Anthem's Standards of Ethical Business Conduct (SOEBC) and compliance policies and procedures (Compliance Plan) within the past year?

 References

3.5.3 Does FDR distribute, or make available, Anthem's SOEBC and compliance policies, or its own comparable standards of conduct and compliance policies to all staff supporting Anthem's Medicare business?

3.5.4 Indicate the method used to distribute or make available standards of conduct and policies.

3.5.5 Does FDR attend Anthem's Semi-Annual FDR Compliance Training sessions and provide relevant information/materials to staff supporting Anthem's Medicare business?

# FDR Monitoring Survey

## Section 3.6 – General Compliance & FWA Training

### 3.6 General Compliance and Fraud, Waste & Abuse (FWA) Training

3.6.1 Regulatory references: 42 C.F.R. §§ 422.503(b)(4)(vi)(C), 423.504(b)(4)(vi)(C); PDBM and MMCM Ch. 9/21 50.3.2  References

3.6.2 Does each FDR employee, supporting Anthem's Medicare business, complete General Compliance Training and FWA Training within 90 days of hire and annually thereafter?

3.6.3 Indicate the method the FDR utilizes to issue General Compliance Training and FWA Training to employees?

3.6.4 Is documentation retained to evidence FDR employees have completed trainings as required?

3.6.5 What type of documentation is retained to confirm staff completion of General Compliance Training and FWA training (select all that apply)?

3.6.6 Does FDR maintain policies and procedures compliant with General Compliance Training and FWA training requirements?

# FDR Monitoring Survey

## Section 3.7 – Reporting Compliance/FWA Concerns

### 3.7 Reporting Compliance or FWA Concerns

3.7.1 Regulatory references: 42 C.F.R. §§ 422.503(b)(4)(vi)(D), 423.504(b)(4)(vi)(D), PDBM and MMCM Ch. 9/21 50.4.2  References

3.7.2 Is FDR aware of the requirement to report compliance or FWA concerns to Anthem?

3.7.3 Is FDR aware of available methods to report compliance or FWA concerns to Anthem?  References

3.7.4 Is FDR aware of Anthem's non-retaliation policy for employees or FDRs who report potential violations?

3.7.5 Has FDR communicated the requirement to report compliance/FWA concerns or suspected violations and the methods of reporting them to its employees, supporting Anthem's Medicare business?

3.7.6 Has FDR or any of its employee(s) received disciplinary actions for violations of standards of conduct, non-compliance with Medicare requirements and/or incidences of fraud, waste and/or abuse?

3.7.7 If yes, please complete the FDR Disciplinary Actions Information Form and attach here.  References

# FDR Monitoring Survey

## Section 3.8 – OIG & GSA Exclusions

### 3.8 OIG & GSA Federal Exclusions

Links to Federal Exclusion sites: [OIG \(LEIE\) Exclusions Web-Site](#) and [GSA \(SAM\) \(EPLS\) Exclusions Web-Site](#)

3.8.1 Regulatory references: The Act §1862(e)(1)(B), 42 C.F.R. §§ 422.503(b)(4)(vi)(F), 422.752(a)(8), 423.504(b)(4)(vi)(F), 423.752(a)(6), 1001.1901; PDBM and MMCM Ch. 9/21 50.4.2  References

3.8.2 Anthem OIG-GSA Exclusion List Tracker  References

3.8.3 Does FDR screen all employees, supporting Anthem's Medicare business, against both the OIG and GSA(SAM) federal exclusion lists prior to initial hire and monthly thereafter?

3.8.4 Does FDR maintain documentation for a minimum of 10 years of employee screenings against both the OIG and GSA(SAM) federal exclusion lists?

3.8.5 Does FDR maintain policies and procedures compliant with federal screening (OIG/GSA) requirements, addressing screenings conducted prior to hire, monthly thereafter and immediate removal of excluded employees?

# FDR Monitoring Survey

## Section 3.9 – Record Retention

### 3.9 Record Retention

3.9.1 Regulatory references: 42 C.F.R. §§ 422.503(b)(4)(vi)(C), 423.504(b)(4)(vi)(C); PDBM and MMCM Ch. 9/21 50.3.2; Ch. 11 110.1  References

3.9.2 Are all records relevant to the FDR's contract with Anthem (e.g. employee records, contracts, trainings, financial records, work product, etc.) retained a minimum of 10 years?

3.9.3 What method does FDR use for record retention? (Check all that apply)

3.9.4 Does FDR maintain policies and procedures compliant with record retention requirements, including the requirement to maintain all relevant Medicare records, including FDR compliance records for 10 years?



# FDR Monitoring Survey

## Section 3.10 – Monitoring Downstream Entities

### 3.10 Monitoring Downstream Entities

3.10.1 Regulatory references: 42 C.F.R. §§ 422.503(b)(4)(vi)(F), 423.504(b)(4)(vi)(F), 423.504(b)(4)(vi)(D); PDBM and MMCM Ch. 9/21 50.6.6  References

3.10.2 Does FDR subcontract any work it performs on behalf of Anthem's Medicare business?

3.10.3 How many downstream entities are utilized?

3.10.4 If applicable, please enter the following subcontractor details for each entity (or attach listing)  References

3.10.5 Entity Name/ Services Provided

3.10.6 City

3.10.7 State

3.10.8 Country

3.10.9 Does FDR monitor the compliance of subcontractors (downstreams) with all applicable laws and regulations?

3.10.10 Are all subcontractors (downstreams) listed above in compliance with (and following) CMS program requirements?

# FDR Monitoring Survey

## Section 3.11 – FDR Attestation

### 3.11 FDR Attestation

3.11.1 FDR Attestation form attached must be completed and attached to this form



[References](#)

3.11.2 Name of Authorized FDR Representative

3.11.3 Title of Authorized FDR Representative

3.11.4 Business Address of Authorized Representative

Reference Documents



FDR Monitoring Attestation.pdf

[Download all attachments](#)

# Monitoring Survey - Features



## Time Remaining Countdown

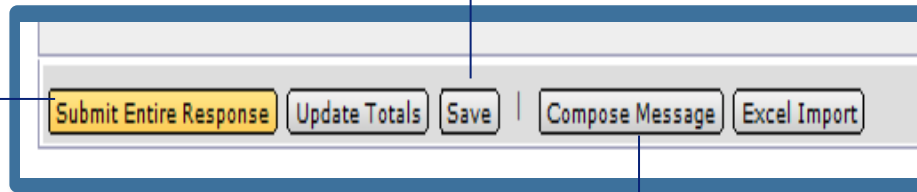
- Indicates remaining time survey is open/accessible
- Surveys will be open for 30 days

## Submit Entire Response

- Use to submit once all questions final/docs attached

## Save

- Use to save responses for purposes of returning to survey prior to submitting

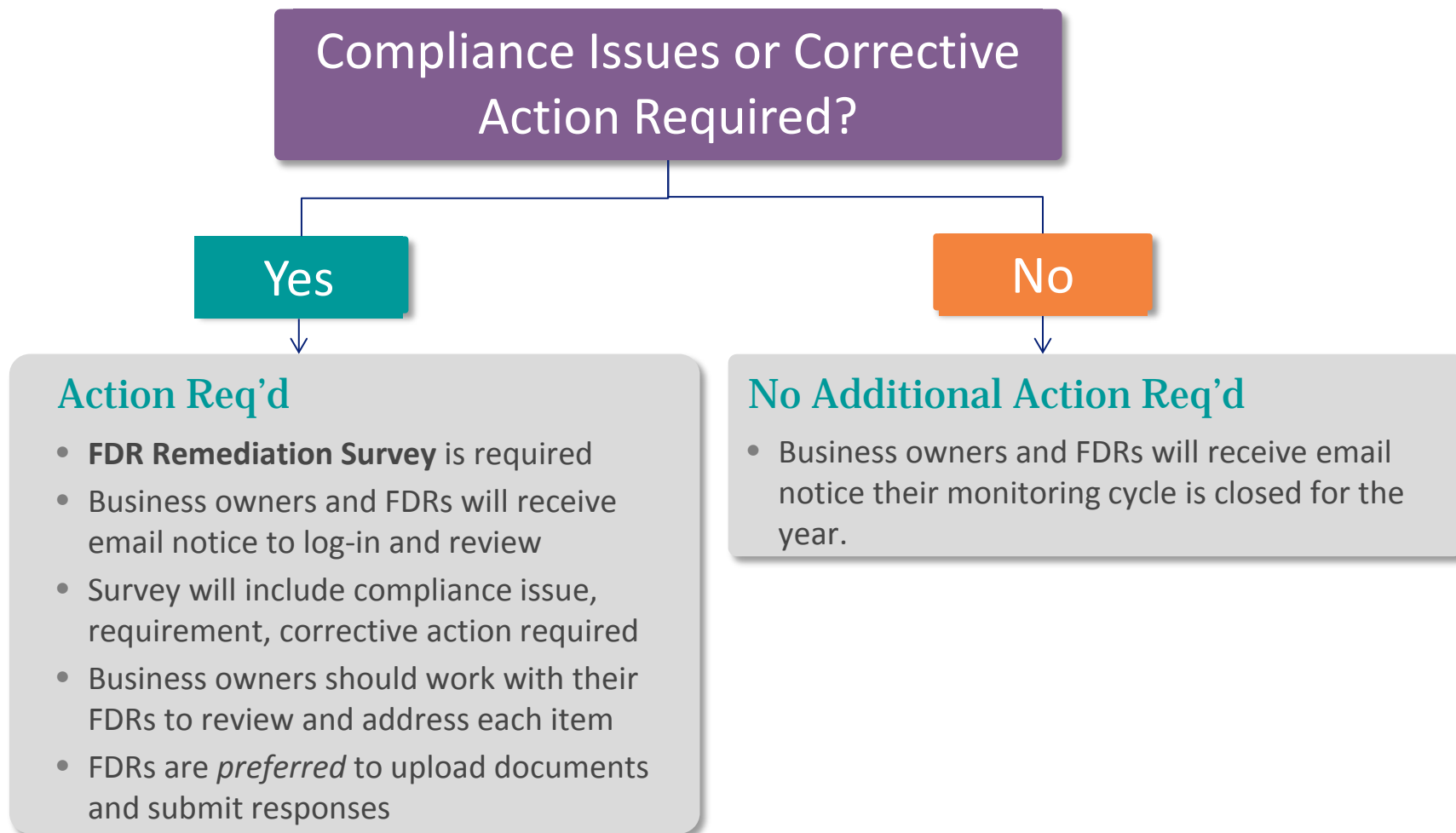


## Compose Message

- Use to send FDR team any questions related to the survey, monitoring process, docs, etc.
- \* Please use this button to submit questions (instead of the fdr shared mailbox) for better tracking, response time, etc.



# What Happens After Submission?



# Remediation Survey

**All Content**

Name ↑

▼ **1 FDR Monitoring Report - Remediation of Identified Issues**

**1.1 Overview** Less...

Welcome to the FDR Remediation survey. The survey below has been created in follow up to the FDR Monitoring Report survey recently submitted for this FDR. Please note FDR representatives can view the survey, however, only Anthem (and affiliates) business owners can complete and submit. FDR representatives must work with their business owner to respond to each corrective action required listed below. All items must be reviewed and addressed as requested. Please save and submit this form once each item has been fully addressed and documentation confirming remediation is uploaded as requested. Any items that are not remediated satisfactorily or require additional information or clarification will be redistributed within this survey for additional response.

**\*\*IMPORTANT\*\*** If you have any questions about this survey or how to complete it, click the "Compose Message" button located at the bottom of this screen and submit any questions or concerns using this system. Please do not send a separate email to the FDR shared mailbox.

**1.2 Due Date** Less...

FDRs should remediate all compliance issues and/or follow up requests as indicated below and submit as soon as possible, but no later than 30 days after receiving the initial FDR Remediation survey notice. If all issues are not satisfactorily remedied after 30 days, the FDR will move into a 'Yellow' compliance status. FDRs that have not remediated all compliance issues and/or follow-up requests within 60 days of receiving this survey notice will reflect a 'Red' compliance status. Please note FDR compliance status is reported to the Anthem (and affiliates) Medicare Compliance Officer on a weekly basis and to executive leadership and board of directors quarterly.

▼ **1.3 Contractual**

<b>1.3.1 Issue</b>	FDR contract not current
<b>1.3.2 Requirement</b>	FDR must have fully executed contract (MMCM Ch.11, 100.2)
<b>1.3.3 Corrective Action Required:</b> Attach a copy of the current, executed, contract for this FDR engagement.	* <a href="#">Attach a file</a>
<b>1.3.4</b> Please confirm corrective actions in this section have been addressed and id compliant.	* <a href="#">Compliant</a>

**Issue** → **Req'mt** → **Supporting Docs** → **Confirmation**

- Survey only includes compliance issues identified per FDR
- Each item must include support documentation showing compliance with issue and confirmation of compliance

# Questions

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**Any questions?**  
**FDRSharedMailbox@anthem.com**