

EXHIBIT G
HEALTH CARE PLAN CONSULTING AND MANAGEMENT SERVICES
AGREEMENT FOR HEALTH OPTIONS PROGRAM
(INCLUDING MEDICARE PRESCRIPTION DRUG PLAN)

Medicare Modernization Act Addendum

Points specified in Subsections 3.1.1 F1 through 3.1.1 F14 of the contract with CMS. The following table provides citations of contract provisions.

Section	Requirement	Citation
3.1.1F1	The parties to the contract.	[PLACEHOLDER FOR PARTIES]
3.1.1F2	The functions to be performed by the subcontractor, as well as any reporting requirements the subcontractor has to the Applicant identified in Section 3.1.1B of the application.	[PLACEHOLDER FOR REFERENCE TO SERVICES UNDER THE AGREEMENT]
3.1.1F3	Language clearly indicating that the subcontractor has agreed to participate in your Medicare Prescription Drug Benefit program (except for a network pharmacy if the existing contract would allow participation in this program), and flow-down clause.	The Consultant agrees to participate in the PSERS Medicare Prescription Drug Plan (PDP) program in accordance with the contracted services reflected herein.
3.1.1F4	Language describing the services to be performed in a manner that encompasses the services required to support the Medicare Prescription Drug Benefit program.	The services to be performed by the Consultant, as described in 3.1.1F2 above, will support PSERS' Medicare Prescription Drug Benefit program.
3.1.1F5	The payment the subcontractor will receive for performance under the contract, if applicable.	CONSULTANT is compensated on a fee for service basis for professional services work on projects as assigned by the Board.
3.1.1F6	Are for a term of at least the first year of the program.	[PLACEHOLDER]
3.1.1F7	Are signed by a representative of each party with legal authority to bind the entity.	[PLACEHOLDER]
3.1.1F8	Language obligating the subcontractor to abide by all	<u>Compliance with Laws</u> . During the term of this Agreement, each party shall comply with all

	<p>applicable Federal and State laws and regulations and CMS instructions.</p>	<p>local, state and federal laws and regulations, including instructions from the U.S. Centers for Medicare and Medicaid Services (CMS), applicable to its business and the performance of its obligations. In the event of any change in local, state or federal laws or regulations or CMS instructions, including any judicial or administrative interpretation thereof, which materially alters the rights, duties or obligations of either party under this Agreement, the parties will work in good faith toward mutually acceptable modifications of this Agreement.</p>
<p>3.1.1F9</p>	<p>Language obligating the subcontractor to abide by State and Federal privacy and security requirements, including the confidentiality and security provisions stated in the regulations for the program at 42 CFR §423 .136.</p>	<p><u>HIPAA Compliance.</u> The Consultant acknowledges and agrees that it shall comply with: (a) the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder by the U.S. Department of Health of Human Services and other applicable laws during the Term of this Agreement and (b) the "HIPAA Business Associate Agreement" entered into by the Parties in the form attached hereto and marked Exhibit F.</p> <p>CONSULTANT agrees that, in addition to the provision above relating to HIPAA Compliance, it shall comply with the confidentiality and security provisions stated in the regulations for the program at 42 CFR §423.136.</p>