

**PRIMARY CARE PROVIDER RISK ADJUSTMENT INCENTIVE PROGRAM  
TERMS AND CONDITIONS  
PLAN YEAR 2024 (JANUARY 1, 2024 THROUGH DECEMBER 31, 2024)**

These Primary Care Provider Risk Adjustment Incentive Program Terms and Conditions (“Terms and Conditions”) govern the Primary Care Provider Risk Adjustment Incentive Program (PCP-RAP) for Plan Year 2024. Provider must have acknowledged participation or executed and timely returned an amendment to participate in this Program or be a party to a group participation amendment that was executed on Provider’s behalf. A Provider must adhere to these Terms and Conditions to be eligible for bonus payments under the PCP-RAP.

**ARTICLE 1**

**Visits with Attributed Members Bonus Opportunity**

1. **Visits with Attributed Members Bonus:** Provider will be eligible to receive a Visits with Attributed Members Bonus if Provider meets or exceeds the Percent of Attributed Members Seen Threshold as described in Table 1.
  - a. **Identification of PCP-RAP Visits with Attributed Members**
    - i. CNC will use claims data timely received at the time CNC creates the reports described in Article 3. Claims data are considered timely if they are processed and/or paid by CNC no later than the end of the applicable PCP-RAP Term.
    - ii. Visits with attributed members will be determined as follows: Risk adjustable CPT codes that count in the metric as follows: 99341, 99342, 99343, 99344, 99345, 99347, 99348, 99349, 99350, 99202, 99203, 99204, 99205, 99212, 99213, 99214, 99215, 99387, 99397, G0402, G0438 and G0439. Additionally place of service codes for metric include 2 – telehealth provided other than in patient’s home; 10 – telehealth provided in patient’s home; 11 – office; and 12 – patient receives care in a private residence.
  - b. **Percent of Attributed Members Seen**
    - i. The percent of attributed members seen will be calculated as follows: Total attributed member visits with a risk adjustable CPT code billed on a claim divided by Total attributed members including all CNC plans.
    - ii. If the calculated Percent of Attributed Members Seen meets or exceeds the PCP-RAP Term’s threshold as defined in Table 1, the provider will be eligible to receive the Visits with Attributed Members Bonus, subject to the Eligibility for Bonus Payments requirements in Article 3.

**TABLE 1. PCP-RAP Percent of Attributed Members Seen Thresholds**

<b>PCP-RAP Term (Claims with a date of service within the defined term)</b>	<b>Percent of Attributed Members Seen Threshold (Includes CNC Membership in both HMO and PPO plans)</b>	<b>Payment Date*</b>
Q1: January - March	40%	5/31/2024
Q2: April - June	65%	8/31/2024
Q3: July - September	75%	11/30/2024
Q4: October - December	80%	2/28/2025

\* To ensure Provider is reimbursed as outlined above, CNC will review Provider's claims for the previous quarter(s) and make additional payments on subsequent payment dates, if applicable.

- c. **Payment for Visits with Attributed Members Bonus:** If, for a given PCP-RAP Term, Provider qualifies for the Visits with Attributed Members Bonus, CNC will calculate Provider's Bonus at a rate of \$5.00 per attributed member per month (PMPM) for all CNC plans including both HMO and PPO plans. CNC will pay Provider no later than 60 days after the end of the PCP-RAP Term, subject to the Eligibility for Bonus Payments requirements in Article 3.
- d. **Reconsideration:** Visits with Attributed Members Bonus payment reconsiderations should be submitted in writing within 30 days after receiving the final reports for the PCP-RAP Term. Provider reconsiderations should include detailed reason for submitting the reconsideration and supporting material. CNC will only consider complete review requests and requests that will result in the Provider's Percent of Attributed Members Seen meeting or exceeding the threshold for the PCP-RAP Term as described in Table 1. If Provider's request for reconsideration will not result in the Provider's Percent of Attributed Members Seen meeting or exceeding the threshold for the PCP-RAP Term, CNC will not consider the request. CNC will process and respond to a reconsideration within 60 days. The reconsideration decision will be final and cannot be submitted as a second level reconsideration. If CNC does not receive a reconsideration request within the 30-day period following receipt of the final report, CNC will consider the Visits with Attributed Members Bonus payment as uncontested and final.

## **ARTICLE 2**

### **Risk Adjustable Codes Validated Bonus Opportunity**

- 2. **Risk Adjustable Codes Validated Bonus:** Provider will be eligible to receive a Risk Adjustable Codes Validated Bonus if Provider meets or exceeds the Percent of Risk Adjustable Codes Validated Threshold as described in Table 2.
  - a. **Identification of PCP-RAP Risk Adjustable Codes to be Validated**
    - i. CNC will use claims data timely received at the time CNC creates the reports described in Article 3. Claims data are considered timely if they are processed and/or paid by CNC no later than the end of the applicable PCP-RAP Term; and
    - ii. Other supplemental data sources that meet CMS documentation requirements and have been timely submitted for dates of service within the PCP-RAP Term. Supplemental data sources are considered timely submitted if they are submitted to CNC no later than the end of the applicable PCP-RAP Term.
  - b. **Percent of Risk Adjustable Codes Validated Calculation**
    - i. The Percent of Risk Adjustable Codes Validated will be calculated as follows: Total Member Hierarchical Condition Categories (HCCs) redocumented for 2024 dates of services (DOS) divided by Total Member HCCs found within a 2-year lookback period (DOS 2022 and DOS 2023)
    - ii. If the calculated Percent of Risk Adjustable Codes Validated meets or exceeds the PCP-RAP Term's threshold as defined in Table 2, the provider will be eligible to receive the Risk Adjustable Codes Validated Bonus, subject to the Eligibility for Bonus Payments requirements in Article 3.

**TABLE 2. PCP-RAP Percent of Risk Adjustable Codes Validated Thresholds**

PCP-RAP Term (Claims with a date of service within the defined term)	Percent of Risk Adjustable Codes Validated Threshold (Includes CNC Membership in both HMO and PPO plans)	Payment Date*
Q1: January - March	55%	5/31/2024
Q2: April - June	75%	8/31/2024
Q3: July - September	85%	11/30/2024
Q4: October - December	90%	2/28/2025

\* To ensure Provider is reimbursed as outlined above, CNC will review Provider's claims for the previous quarter(s) and make additional payments on subsequent payment dates, if applicable.

- c. **Payment for Risk Adjustable Codes Validated Bonus:** If, for a given PCP-RAP Term, Provider qualifies for the Risk Adjustable Codes Validated Bonus, CNC will calculate Provider's Bonus at a rate of \$10.00 per attributed member per month (PMPM) for all CNC plans including both HMO and PPO plans. CNC will pay Provider no later than 60 days after the end of the PCP-RAP Term, subject to the Eligibility for Bonus Payments requirements in Article 3.
- d. **Reconsideration:** Risk Adjustable Codes Validated Bonus payment reconsiderations should be submitted in writing within 30 days after receiving the final reports for the PCP-RAP Term. Provider reconsiderations should include detailed reason for submitting the reconsideration and supporting material. CNC will only consider complete review requests and requests that will result in the Provider's Percent of Risk Adjustable Codes Validated meeting or exceeding the threshold for the PCP-RAP Term as described in Table 2. If Provider's request for reconsideration will not result in the Provider's Percent of Risk Adjustable Codes Validated meeting or exceeding the threshold for the PCP-RAP Term, CNC will not consider the request. CNC will process and respond to a reconsideration within 60 days. The reconsideration decision will be final and cannot be submitted as a second level reconsideration. If CNC does not receive a reconsideration request within the 30-day period following receipt of the final report, CNC will consider the Risk Adjustable Codes Validated Bonus payment as uncontested and final.

### ARTICLE 3

#### General Provisions that Apply to the PCP-RAP

1. **Reporting:** The final Provider report and bonus payment will be provided no later than 60 days after the end of the PCP-RAP term. CNC will produce reporting during the Plan Year for a Provider to track his/her performance. Performance.
2. **Eligibility for Bonus Payments:** A Provider must be a participating provider in good standing at the time a bonus payment will be made to be eligible to receive payment.
3. **Medical Record, Chart Request and Provider Data Attestation:** Without limiting any other data access rights set forth elsewhere in the Agreement, Provider will permit CNC or its designee to conduct chart reviews of Provider's records, specifically for the CMS required data submission, for any or all members within PCP-RAP measures. If charts or records are not furnished within the timeframe specified, CNC reserves the right to reduce or withhold payment under the PCP-RAP Program.

4. **Quality Review:** CNC reserves the right to conduct quality reviews and withhold payment for assessments if CNC determines that the Provider Physician has failed to conduct the assessments or if Provider has not complied with relevant Risk Adjustment standards and requirements related to accurate and complete coding. If Provider fails to timely comply with the requirements of this section, CNC reserves the right to reduce or withhold payment under the PCP-RAP.
5. **Provider Demographic Information Update:** On a quarterly basis, providers are highly encouraged to confirm the accuracy of their demographic data. Demographic information can be updated electronically under the Providers page on the CNC website or by calling Provider Services. Please note, providers contracted through an Independent Practice Association (IPA) or similar group must contact their IPA representative to submit updates.
6. **Overpayments:** If an overpayment is found by either CNC or the Provider, the Provider will repay the amount overpaid within 30 days of discovery or within 30 days of receiving written or electronic notification from CNC. CNC may withhold future payments to offset owed overpayments.
7. **Termination:**
  - a. Provider has the right to terminate Provider's participation in the PCP-RAP Program, effective for the next PCP-RAP Term, by giving notice electronically or in writing within 60 days after the Terms & Conditions for the next PCP-RAP Term have been communicated. Such termination will not affect the PCP-RAP Program payment determination for the PCP-RAP Term in effect prior to such termination.
  - b. CNC has the right to terminate Provider's participation in the PCP-RAP Program, effective for the next PCP-RAP Term, by giving notice electronically or in writing at least 30 days prior to the start of the next Term. Such termination will not affect the PCP-RAP Program payment determination for the PCP-RAP Term in effect prior to such termination.
  - c. CNC and Provider each have the right to terminate Provider's participation in the PCP-RAP Program immediately upon notice electronically or in writing to the other if the other party fails to comply with any requirement of these Terms and Conditions.
  - d. CNC has the right to terminate Provider's participation in the PCP-RAP Program immediately upon notice electronically or in writing if Provider no longer meets CNC's requirements to participate in the Program.
  - e. Unless otherwise authorized by CNC, if Provider participates in any other incentive program with CNC or CNC's Affiliates that are within the scope of this PCP-RAP Program, Provider's participation in PCP-RAP will continue at CNC's sole discretion. If CNC terminates PCP-RAP during a PCP-RAP Term under this Article, Provider will not be entitled to payment under PCP-RAP for that Term.
  - f. CNC shall have the right to terminate the PCP-RAP Program, effective immediately, if termination is necessary, in the good faith belief of CNC's legal counsel, to prevent exposing CNC to civil or criminal penalties or to comply with applicable state or federal laws and regulations.
6. **Amendment of the PCP-RAP Terms and Conditions:** CNC reserves the right, in its sole discretion, to amend the Terms and Conditions of the PCP-RAP Program. If Provider does not wish to continue participation in the PCP-RAP Program after review of the new Terms and Conditions, Provider has the option to terminate participation in the PCP-RAP Program as set forth in this Article.
7. **Agreement:** When Provider and CNC are parties to an Agreement, none of the rights and obligations of Provider and of CNC under the Agreement will be modified or impaired by these Terms and Conditions, except in the event of a conflict between these Terms and Conditions and the Agreement, in which case the specific conflicting term(s) of these Terms and Conditions will govern with respect to the PCP-RAP Program.

## **ARTICLE 4**

### **Defined Terms**

As used in these Terms and Conditions, these capitalized terms have the following meanings:

**Agreement:** The participation agreement or provider contract to which Provider and CNC are parties and under which Provider has agreed to participate in CNC's provider network.

**Member:** A person eligible for and enrolled in a CNC plan.

**PCP-RAP Member:** Each member eligible for and enrolled in a CNC plan who is assigned and/or attributed for a given PCP-RAP Term by CNC to a Provider Physician and identified by CNC as eligible for the Program described in these Terms and Conditions.

**PCP-RAP Measures:** The specific measures that will be evaluated with respect to a given PCP-RAP Term to determine Provider's Visits with Attributed Members Bonus and Risk Adjustable Codes Validated Bonus, as set forth in Tables 1 and 2.

**PCP-RAP Term:** A quarter during which Provider is eligible to participate in the PCP-RAP Program described in these Terms and Conditions (for example, January 1, 2024 through March 31, 2024).

**Provider:** Either (i) a physician, medical group, clinic, or IPA that is a party to an Agreement and has met the requirements in the opening paragraph of these Terms and Conditions, or (ii) a medical group or clinic that is not a party to an Agreement but employs or contracts with Provider Physicians and has met the requirements in the opening paragraph of these Terms and Conditions.

**Provider Physician:** A physician who is a doctor of medicine or osteopathy, duly licensed and qualified under the laws of the jurisdiction in which he/she provides health services to members, or a registered nurse practitioner or physician assistant as permitted by CNC's credentialing plan and state law, who meets one of the following: (i) is a Provider who is a party to an Agreement, or (ii) practices as a shareholder, partner, employee, or subcontractor of a Provider that is a party to an Agreement, or (iii) where the Provider is not a party to an Agreement, is a party to a CNC participation agreement or provider contract under which he/she participates in CNC's network and is a practicing shareholder, partner, employee, or subcontractor of that Provider. Each Provider Physician is assigned to a specific Provider based on the criteria above.