



**Letter of Agreement (LOA)
Memorandum of Understanding (MOU)
PCP ANNUAL WELLNESS VISITS (AWV)**

This LOA/MOU is made and entered as of [Date:] (the "Effective Date"), by and between Clever Care of Golden State ("Clever Care") and [Provider:].

Under this LOA/MOU, Provider agrees to perform Annual Wellness Visits to Members assigned to his/her panel, as agreed upon below as full incentive payment for services rendered.

Therefore, in consideration of the mutual covenants, conditions and restrictions set forth herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. Compensation. Provider agrees to accept, and Clever Care agrees to pay to Provider the amounts for each Annual Wellness Visit completed on a Member (Limit: one per year) per the program details stipulated in the Very Clever Wellness Incentive (VCWi) Program for Physicians document *applicable for the service year*.
2. Eligibility Criteria. AWV must be completed by PCP. All PCPs with one or more Clever Care members, who are not in Clever Care's in-home visit program and are with VCVi program eligible IPA/MSO partners, may participate.
3. Incentive Qualification. Provider schedules the Member and completes the AWV form. PCP may use the Clever Care Annual Wellness Assessment form or may use their participating IPA's provided forms or EMR documents (once pre-approved by Clever Care). Upon completing the Annual Wellness visit, **PCP office shall submit completed forms/documents via fax to 657-276-4759 or by secure email to AWV@ccmapd.com**. Clever Care will review the quality of the documentation for completeness. Clever Care reserves the right to NOT submit the AWV for payment if documentation is incomplete or does not meet coding standards.

Note: If Provider's IPA has its own AWV program, PCP should continue to submit AWV claims and documents to their respective IPA in addition to sending a copy to Clever Care.

4. Auto Renewal. This LOA MOU shall automatically renew annually on the first of each year and continue to run for the entire calendar year. Either party may terminate this MOU with notice to the other party, prior to the renewal of the program for it to be effective by the next calendar year.
5. Modifications to the Program. Clever Care reserves the right to modify the LOA MOU upon providing advance notice to Provider. Such advance notice shall not require signature and shall be deemed accepted by Provider unless written notice to the provider via e-mail or provider portal is provided to Clever Care.
6. Additional Provider Obligations. Provider agrees to comply with federal and state laws and any sub-regulatory guidance governing Medicare and managed care programs, including the Knox-Keene Act. Provider agrees to look solely to Clever Care for payment of authorized services and will not under any circumstance bill or seek payment from the patient, except for deductibles and/or co-payments, if

applicable. Provider warrants it is not on the Office of Inspector General (OIG)/General Services Administration (GSA)/Preclusion List. Finally, Provider agrees to accept Medicare Assignment (if applicable), protect all Personal Health Information (PHI), and remain in compliance with all Health Insurance Portability and Accountability Act of 1996 (HIPAA) regulations.

IN WITNESS WHEREOF, the parties do hereby execute this LOA/MOU.

For Provider [Entity]: _____

Signature: _____

Print Name: _____

Title: _____

Date: _____

Tax ID Number (TIN): _____

NPI Number: _____

License Number: _____

Address: _____

Phone: _____

Payee/Billing Information if different from Provider: _____

(Please attach W-9 to this LOA/MOU)

For Clever Care

Signature: _____

Print Name: _____

Title: _____

NOTE – Any updates made to the PCP ANNUAL WELLNESS VISITS (AWV) program in the service year (or following years) might NOT require a new LOA/MOU to be signed by the provider. Clever Care might continue to use the last signed LOA/MOU for AWV incentives disbursement.