

To be completed that this contracted entity:
(Note: One Attestation required for each offshore entity)

- (A) contracts directly with CareFirst Advantage, Inc. and has a contract with a vendor that receives, processes, transfers, handles, stores, or accesses Medicare Advantage member PHI offshore²; OR
- (B) contracts directly with CareFirst Advantage, Inc. and has a contract with another further subcontracted vendor, and that vendor will be supporting or performing work for our Medicare Advantage plans. Or they may support the work one of our first-tiers does for our Medicare Advantage plans, and receives, processes, transfers, handles, stores, or accesses Medicare Advantage member Protected Health Information (“PHI”) offshore.

Submission of this “Offshore Services Attestation” is due back to CareFirst Advantage, Inc. at least **30 days** prior to the effective date of the offshore activity or service is scheduled to begin.

Name of Contracted Entity

Offshore Entity Name

Offshore Entity Country or Countries, if multiple locations:

Offshore entity address or addresses, if multiple locations:

(The offshore entity address should include the full address for each offshore location, including the country, which will receive, process, transfer, handle, store, or access PHI.)

²The term offshore refers to any country that is not within the United States or one of the United States territories (American Samoa, Guam, Northern Marianas, Puerto Rico, and Virgin Islands). Examples of countries that meet the definition of ‘offshore’ include Mexico, Canada, India, Germany, and Japan. Subcontractors that are considered offshore can be either American-owned companies with certain portions of their operations performed outside the United States or foreign-owned companies with their operations performed outside the United States. Offshore subcontractors provide services that are performed by workers located in offshore countries, regardless of whether the workers are employees of American or foreign companies.

Describe offshore functions the offshore entity will perform (“offshore services”):

State the proposed or actual effective date for the aforementioned offshore services:

(The proposed or actual effective date is either the effective date of the Medicare contract with CareFirst Advantage, Inc. or the effective date of contract with the entity, whichever is later. The proposed or actual effective date for the services must include the month, date, and year. Please use this format: MM/DD/YYYY.)

Description of the PHI that will be provided to the offshore entity:

(Please check the boxes below to identify the types of PHI the offshore entity may access.)

<input type="checkbox"/> Name	<input type="checkbox"/> Age	<input type="checkbox"/> DOB	<input type="checkbox"/> Address	<input type="checkbox"/> Phone Number
<input type="checkbox"/> Full SSN	<input type="checkbox"/> Partial SSN	<input type="checkbox"/> Medicare MBI	<input type="checkbox"/> CareFirst ID	<input type="checkbox"/> Prescription History
<input type="checkbox"/> Claims History	<input type="checkbox"/> Diagnosis	<input type="checkbox"/> Medical History	<input type="checkbox"/> Banking/Financial Information	
<input type="checkbox"/> Other (provide a detailed description)				

Explain why providing PHI is necessary to accomplish the offshore services:

Describe any and all alternatives considered to avoid providing PHI. Why was each alternative rejected? (When describing any alternatives considered to avoid using PHI, be sure to include the reason why the alternative was rejected.)

With respect to the offshore services provided by the above-named offshore entity, first-tier certifies and attests that:

YES NO (i) The agreement it has with the offshore entity requires the offshore entity to have policies and procedures in place to ensure that CareFirst Advantage Inc.'s Medicare Plans' PHI remains secure.

YES NO (ii) The agreement it has with the offshore entity prohibits the offshore entity's access to data not associated with the agreement.

YES NO (iii) The agreement with the offshore entity allows the first-tier to immediately terminate the offshore services upon discovery of a significant security breach.

YES NO (iv) The agreement it has with the offshore entity includes all required Medicare Part C and Part D language (e.g., record retention requirements, compliance with all Medicare Part C and D requirements, etc.).

YES NO (v) The contracted entity conducts an annual audit or review of its relationship with the offshore entity.

YES NO (vii) The results from the annual audit or review are used to evaluate the continuation of the relationship with the offshore entity.

YES NO (vii) The agreement it has with the offshore entity requires the offshore entity to share such audit results with the Centers for Medicare and Medicaid Services ("CMS") directly or with a plan sponsor (here, CareFirst Advantage Inc.) upon request.

YES NO (viii) Additional information about its agreement with the offshore entity will be provided to CMS directly or its authorized agents or a plan sponsor (here, CareFirst Advantage Inc.) upon request.

YES NO (ix) The first-tier understands the clean-room requirements provided with this document.

Please provide a brief explanation for any "no" responses for statements above.

I certify, as an authorized representative of my organization, that the statements made above are true and correct to the best of my knowledge. In addition, my organization agrees to maintain documentation supporting the statements above. My organization will produce evidence of the above to CareFirst Advantage, Inc. or CMS upon request. My organization understands that the inability to produce this evidence will result in a request from CareFirst Advantage, Inc. for a Corrective Action Plan ("CAP") or other contractual remedies, such as contract termination.

Print Name of Authorized Representative from Entity

Print Title of Authorized Representative from Entity

Signature of Authorized Representative from Entity

Date of Signature

Representative (Address, City, State, Zip Code)

Representative email address

Entity Name (Printed)

Tax ID # or Employer ID #

NPI #

Please return to:

CareFirst Advantage, Inc.
Attention: Medicare Compliance Officer
7th Floor
1501 S. Clinton Street
Baltimore, Maryland 20224
Fax: 410-720-6660
Email: complianceandethics@carefirst.com