

Appendix I-1

Medicare/Medicaid Addendum and Release

MEDICARE/MEDICAID ADDENDUM AND RELEASE

A. PROGRAM PARTICIPANT’S INFORMATION

1. Name	Last	First	Middle Initial
2. Date of Birth	____/____/____ (MM/DD/YYYY)	3. Social Security Number	____ - ____ - _____

B. INFORMATION FOR PROGRAM PARTICIPANT’S COUNSEL

4. Does the Program Participant have Legal Counsel?	<input type="checkbox"/> Yes <input type="checkbox"/> No	If Yes, complete Item 5. If No, skip to Section C	
5. Legal Counsel’s Name	Last	First	Middle Initial

C. MANDATORY REPORTING OBLIGATIONS UNDER MMSEA AND MEDICAID PROGRAMS

Each Participant who is or was a Medicare Beneficiary (“Medicare Participants”) and her counsel agree to provide Organon with any information necessary for Organon to meet its mandatory reporting obligations to the Center for Medicare & Medicaid Services (“CMS”) as mandated by Section 111 of the Medicare, Medicaid and SCHIP Extension Act of 2007 (“MMSEA”), including but not limited to:

- 1) An executed, completed and accurate Compliance Form (“Appendix I-2”),
- 2) An executed, completed and accurate Medicare Confidential Reporting Information Form (“Appendix I-3”), and
- 3) An executed Consent to Release authorizing CMS to release Settling Participants’ information (“Appendix I-4”).

Medicare Participants and their Counsel will provide the Compliance Form at the time they submit their Intent to Opt In Forms. Reporting Forms shall be provided to Organon within 5 days of the Medicare Participant’s acceptance of a set settlement amount. Medicare Participants and their Counsel agree to warrant that the information provided in the Compliance and Reporting Forms is accurate and complete, and agree to provide Organon with any additional information as required by CMS for Organon to comply with its mandatory reporting obligations under MMSEA. Participants and their Counsel further warrant they will comply with their reporting requirements under the Medicare Secondary Payer Act, any applicable State Medicaid statutes and regulations, and any other applicable state or federal law.

D. INJURED SPOUSE BENEFICIARIES

Participants and their Counsel will provide Appendices I-2 and I-3 for any Participant’s spouse who is or was a Medicare Beneficiary who is claiming, alleging or releasing claims for personal or other injuries that could be covered by Medicare, Medicaid or other Governmental Payor (“Injured Spouse”). Participants and their Counsel will provide the Injured Spouse Compliance Form at the time they submit their Intent to Opt In Forms. Injured Spouse Reporting Forms shall be provided to Organon within 5 days of the Participant’s acceptance of a set settlement amount. Beneficiary Participants and their Counsel agree to warrant that the information provided in the Compliance and Reporting Forms is accurate and complete, and agree to provide Organon with any additional information as required by CMS for Organon to comply with its mandatory reporting obligations under MMSEA. Beneficiary Participants and their Counsel further warrant they will comply with their reporting requirements under the Medicare Secondary Payer Act and any other applicable state or federal law.

E. MEDICAID

Participants and their Counsel further agree to provide Organon with any information necessary for Organon to meet any mandatory reporting requirements specific to each states’ Medicaid or other governmental agency reporting and reimbursement laws and regulations. Beneficiary Participants and their Counsel further warrant they will comply with their reporting requirements under any applicable state Medicaid reporting requirements or other applicable state or federal law.

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F. FUTURE MEDICAL EXPENSES

Beneficiary Participants recognize that they may incur future medical expenses arising from or related to the claims asserted in the Litigation and/or released in this Agreement after the date that they execute this Agreement (“Future Medical Expenses”). Beneficiary Participants understand and agree that this Agreement is intended to release Organon from all past, present and future claims, including Future Medical Expenses.

Beneficiary Participants understand and agree that Organon will not pay Participants’ Future Medical Expenses nor will Organon establish any fund to pay Beneficiary Participants’ Future Medical Expenses. Beneficiary Participants and their Counsel represent and warrant that they have reviewed the letter from Sally Stalcup of the Centers for Medicare and Medicaid Services (“CMS”) concerning payment of medical expenses that may be incurred in the future. Beneficiary Participants understand that Medicare may, in the future, claim that Participants owed a duty to protect the Medicare Trust Fund (Medicare) from paying for Beneficiary Participants’ Future Medical Expenses.

Beneficiary Participants also understand that if they fail to set aside or create a special account to pay for their Future Medical Expenses that CMS/Medicare/Medicare Advantage Plan may require Beneficiary Participants to expend up to the entire settlement amount on Medicare-covered expenses related to Beneficiary Participants’ alleged exposure before Medicare will provide coverage for medical expenses arising out of Participants’ alleged exposure and/or the claims asserted in the Litigation and/or released in this Agreement. In addition, CMS/Medicare may assert other penalties that adversely affect the Beneficiary Participants if Participants fail to set aside sufficient Settlement Funds to protect Medicare and the Medicare Trust Fund from paying for Beneficiary Participants’ Future Medical Expenses. Participants voluntarily acknowledge and accept these risks and waive any claims or other private right of action against Organon under 42 U.S.C. Section 1395y(b)(3)(A).

G. REPAYMENT/SATISFACTION OF MEDICARE CONDITIONAL PAYMENTS/ MEDICAID LIENS

Pursuant to the terms of the Article IX, Section 9.02, no funds shall be distributed to any Participant from the Qualified Settlement Fund unless and until all Medicare Conditional Payment demands, Medicaid Liens, or other claims/liens of Governmental Payors are satisfied. Beneficiary Participant agrees to indemnify and hold harmless Organon for any Medicare/Medicaid or other Governmental Payor claim/lien/fine or right of action arising from Beneficiary Participant’s failure to satisfy the same.

H. SIGNATURE OF PROGRAM PARTICIPANT

Signature			Date	_____/_____/_____ (MM/DD/YYYY)
Printed Name	First	Middle Initial	Last	

I. SIGNATURE OF COUNSEL

Signature			Date	_____/_____/_____ (MM/DD/YYYY)
Printed Name	First	Middle Initial	Last	