

**MEDICAL CONDITION ASSESSMENT INCENTIVE PROGRAM
TERMS AND CONDITIONS
EFFECTIVE JANUARY 1, 2018**

These Medical Condition Assessment Incentive Program Terms and Conditions (“Terms and Conditions”) govern the Medical Condition Assessment Incentive Program (“MCAIP”). As a precondition for the Provider to participate in the MCAIP Program pursuant to these Terms and Conditions and to be eligible for the payments described below, one of the following must have occurred: (a) UnitedHealthcare (“United”) presented an MCAIP Program Participation Acknowledgement (“Acknowledgment”) to Provider and Provider signed and returned the Acknowledgment to United in accordance with the deadline established by United, or (b) United notified Provider of Provider’s enrollment in the MCAIP Program via a unilateral amendment to Provider’s participation agreement with United.

The parties acknowledge that Provider is participating in MA-PCPi for the 2018 MA-PCPi Term.

A Provider that participates in the MCAIP will receive a payment from United if the requirements and conditions described in these Terms and Conditions are met.

1. **Eligibility:** With respect to the MCAIP Term, to be eligible to receive a MCAIP Bonus and the Medical Condition Assessment Superior Bonus, Provider must have access to UHC Transitions™ (HealthBI) (hereinafter “HealthBI”).

Notwithstanding anything in these Terms and Conditions to the contrary, Provider will also not be eligible for or entitled to receive any of the bonuses in these Terms and Conditions, if at the time any bonus is due, the Agreement is no longer in effect.

2. **Medical Condition Assessment Incentive Bonus:** Provider will be eligible to receive the MCAIP Bonus for those Suspect Medical Conditions identified in reporting furnished by United that Provider Physician assesses during a care visit with the MCAIP Customer during the MCAIP Term as described below:
 - a. If, after completing a care visit with the MCAIP Customer, Provider Physician determines that the Suspect Medical Condition is present, Provider must submit a claim that includes the complete and accurate ICD10 code(s). Claims are considered timely if they are processed and/or paid by United no later than March 31st following the end of the applicable MCAIP Term; or
 - b. If, after completing a care visit with the MCAIP Customer, Provider Physician determines that he or she is unable to diagnose the Suspect Medical Condition at that time, Provider must report that fact and the date of the care visit in a timely manner through HealthBI. Data submitted through HealthBI will be considered timely if submitted to United no later than January 10th following the end of the applicable MCAIP Term. United, in its sole discretion, may use other supplemental data sources that meet CMS documentation requirements and have been timely submitted to United no later than January 10th following the end of the applicable MCAIP Term.

If, for a given MCAIP Term, Provider qualifies for the MCAIP Bonus, United will calculate Provider’s MCAIP Bonus as \$20.00 multiplied by the total number of Suspect Medical Conditions, which Provider Physicians assessed for the MCAIP Customers during the MCAIP Term. United will pay the MCAIP Bonus to Provider as set forth in the table below.

MCAIP Date of Service	Suspect Medical Conditions Assessed using HealthBI or Claims Processed and Paid Through	Payment Date*
January 1 –March 31	5/31/2018	7/31/2018
April 1- June 30	8/31/2018	10/31/2018
July 1-September 30	11/30/2018	1/31/2019
October 1-December 31	2/28/2019	5/31/2019

* To ensure Provider is reimbursed as outlined above, United will review Provider's claims and HealthBI submissions for the previous quarter(s) and make additional payments, if applicable.

3. **Medical Condition Assessment Superior Bonus:** Provider will be eligible to receive a Medical Condition Assessment Superior Bonus if Provider i) achieves an Average Star Rating within MA-PCPi of at least 3.76, and ii) addresses at least 75% of the Suspect Medical Conditions for the MCAIP Customers during the MCAIP Term. United will calculate Provider's Medical Condition Assessment Superior Bonus as the payment amount from the table below multiplied by the total number of MCAIP Customers as identified on the final report. United will pay the Suspect Medical Condition Assessment Superior Bonus no later than 150 days after the end of the MCAIP Term.

Provider MA-PCPi Average Star Rating	Medical Condition Assessment Superior Bonus <i>(PMPY: Per member per year)</i>
4.75 and above	\$125.00 PMPY
4.74-4.50	\$100.00 PMPY
4.49 - 4.00	\$75.00 PMPY
3.99 - 3.76	\$50.00 PMPY
3.75 and below	\$0.00

4. **Reporting:** United will make available, on a monthly basis, reporting to reflect Provider's activity in assessing the Suspect Medical Conditions.

United will also update HealthBI on a monthly basis to allow Provider to document Suspect Medical Conditions that Provider Physician determines that he or she is unable to diagnose the at the time of a care visit.

No later than 120 days after the end of a MCAIP Term, United will make available to Provider the following information:

- a. List of MCAIP Customers that United has identified as having Suspect Medical Conditions;
 - b. For each MCAIP Customer, information about whether each Suspect Medical Condition has been assessed; and
 - c. Percentage of Suspect Medical Conditions Provider Physician assessed during the MCAIP Term.
5. **Electronic Medical Record Access or Chart Request:** Without limiting any other data access rights set forth elsewhere in the Agreement, Provider will allow identified United employees to have access to Electronic Medical Records or alternatively, Provider will permit United or its designee to conduct chart reviews of Provider's records, specifically for the CMS required data submission, for any or all MCAIP Customers. If

charts or records are not furnished within the timeframe specified and/or are incomplete, United reserves the right to reduce or withhold the MCAIP Bonus.

6. **Training:** United will offer training, at no cost to Provider, regarding required medical record documentation and appropriate coding. The purpose of the training is to improve the accuracy and completeness of United's information and the information United provides to CMS regarding the health status of MCAIP Customers. United will identify any Provider employees who United believes will benefit from this training and notify providers in writing that they have been identified and of the details of the required training. Identified individuals must attend a training session within 60 calendar days of the date of the written notice from United. If the identified individuals fail to timely complete requested training, United reserves the right to reduce or withhold the MCAIP Bonus.
7. **Overpayment:** If United notifies Provider of an overpayment under the MCAIP, Provider will repay overpayments within 30 days of written or electronic notice. In addition, Provider will promptly report any overpayment under the MCAIP and will return the overpayment to United within 30 days of discovery. If Provider fails to repay overpayments as specified above, United may recover overpayments by offsets against future payments.
8. **Quality Review:** United reserves the right to conduct quality reviews and withhold payment for assessments if United 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 complete and accurate coding. If Provider fails to timely comply with the requirements of this section, United reserves the right to reduce or withhold any or all of the bonus payments under these Terms and Conditions.
9. **Reconsideration:** Within 30 days after receiving the final reports for the MCAIP Term, Provider agrees to notify United electronically or in writing of any disagreements with their MCAIP performance results. Provider's written notification must include the following: a) the MCAIP Customer and Suspect Medical Condition at issue; b) detailed information, including any relevant dates, copies from the member's medical chart, and any other relevant information to support the review request. United will only consider complete review requests and will respond to Provider within 45 days after receiving Provider's notification. If the parties are unable to reach agreement, either party may initiate dispute resolution under the terms of the Agreement. If United does not receive notification within 30 days from the date United provided the final reports, Provider will have been deemed to waive any rights to pursue any dispute relating to that MCAIP Term.
10. **Termination:**
 - a. Provider has the right to terminate Provider's participation in the MCAIP, effective for the next MCAIP Term, by giving notice electronically or in writing within 60 days after the Terms & Conditions for the next MCAIP Term have been communicated/published. Such termination will not affect the MCAIP payment determination for the MCAIP Term in effect prior to such termination.
 - b. United has the right to terminate Provider's participation in the MCAIP, effective for the next MCAIP Term, by giving notice electronically or in writing at least 30 days prior to the start of the next MCAIP Term. Such termination will not affect the MCAIP payment determination for the MCAIP Term in effect prior to such termination.
 - c. United and Provider each shall have the right to terminate Provider's participation in the MCAIP 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.
11. **Amendment of the MCAIP Terms and Conditions:** United, in its sole discretion, may amend these Terms and Conditions for any future MCAIP Term by providing to Provider a copy of and/or electronic access to the new Terms and Conditions no later than 30 days prior the first day of the MCAIP Term to which the new Terms and Conditions will apply. If Provider does not wish to continue participation in the MCAIP Program after

review of the new Terms and Conditions, Provider has the option to terminate participation in the MCAIP as set forth in Paragraph 10 above.

12. **Agreement:** When Provider and United are parties to an Agreement, United and Provider agree and acknowledge that these Terms and Conditions supplement the Agreement. The terms of the Agreement remain binding on the parties, and none of the rights and obligations of Provider and of United under the Agreement shall 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 MCAIP.

When Provider and United are not parties to an Agreement when Provider begins participating in the MCAIP, Provider agrees and acknowledges that it is subject to the additional Terms and Conditions in Paragraph 14 of these Terms and Conditions. Further, Provider acknowledges that each Provider Physician is subject to the terms of the participation agreement or provider contract under which the Provider Physician participates in United's network for Medicare Advantage Benefit Plans.

13. **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 United are parties and under which Provider has agreed to participate in United's network for Medicare Advantage Benefit Plans.

Benefit Plan: A certificate of coverage, summary plan description, or other document or agreement, whether delivered in paper, electronic, or other format, under which United is obligated to provide coverage for a Customer.

Customer: A person eligible for, enrolled in and entitled to receive coverage from United for a health care service or product, according to the terms of the United Benefit Plan.

MCAIP Bonus: For a given MCAIP Term, the payment available to Provider if all of the requirements described in the Medical Condition Assessment Incentive Bonus Section of these Terms and Conditions are met with respect to that MCAIP Term.

MCAIP Customer: Each Customer eligible for and enrolled in a Medicare Advantage Benefit Plan who is assigned and/or attributed, for a given MCAIP Term, by United to one of Provider Physicians for the MCAIP described in these Terms and Conditions.

MCAIP Term: A calendar year during which Provider is eligible to participate in the MCAIP described in these Terms and Conditions (for example, January 1, 2018 through December 31, 2018).

Medical Condition Assessment Superior Bonus: For a given MCAIP Term, the payment available to Provider if all of the requirements described in the Medical Condition Assessment Superior Bonus Section of these Terms and Conditions that are met with respect to that MCAIP Term.

Provider: Either (i) a physician, medical group, clinic, IPA, or PHO, that is a party to an Agreement and has met the requirements set forth 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 set forth 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 Customers or a registered nurse practitioner or physician assistant as permitted by United'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 United participation agreement or provider contract under which he/she

participates in United's network for Medicare Advantage Benefit Plans 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.

Suspect Medical Condition: A potential condition that United believes that a MCAIP Customer has but that has not been reported during the MCAIP Term on a claim or encounter.

United: UnitedHealthcare Insurance Company and/or the UnitedHealthcare Insurance Company affiliate(s) named in the Agreement, including the Care Improvement Plus entities, (if Provider is a party to an Agreement) or in the MCAIP Program Participation Acknowledgment or Amendment (if Provider is not a party to an Agreement).

14. **Additional Terms and Conditions**: The additional terms and conditions of this Paragraph only apply when Provider and United are **NOT** parties to an Agreement, as set forth in Paragraph 12 above.

A. Authority to Contract. Provider agrees and acknowledges that it (i) has all requisite corporate power and authority to conduct its business as presently conducted, and to agree to be bound by these Terms and Conditions, and (ii) has the unqualified authority to bind, and does bind, itself and its Provider Physicians to all of these Terms and Conditions.

B. Compliance with Laws and Regulations. Provider and United shall comply with applicable state and federal laws and regulations, including but not limited to the requirements set forth in the Medicare Advantage Regulatory Requirements Appendix and those laws and regulations relating to confidentiality of individually identifiable health information derived from or obtained during the course of the performance of the MCAIP.

C. Confidentiality. Except as required by an agency of the government or by law, neither United nor Provider will disclose to any third party, including Customers, (i) any proprietary business information, not available to the general public, that it obtains from the other party; or (ii) the specific initiatives and related payment provided for under the MCAIP Program. Provider shall assure that its Provider Physicians are likewise bound by this confidentiality obligation.

D. Dispute Resolution. United and Provider, with its Provider Physicians, will work together in good faith to resolve any and all disputes between them (hereinafter referred to as "Disputes") relating to the MCAIP. If the parties are unable to resolve any such Dispute within 60 days following the date one party sent written notice of the Dispute to the other party, and if either party wishes to pursue the Dispute, it shall thereafter be submitted to binding arbitration in accordance with the Commercial Dispute Procedures of the American Arbitration Association, as they may be amended from time to time (see <http://www.adr.org>). Unless otherwise agreed to in writing by the parties, the party wishing to pursue the Dispute must initiate the arbitration within one year after the date on which notice of the Dispute was given or shall be deemed to have waived its right to pursue the dispute in any forum.

Any arbitration proceeding under the MCAIP shall be conducted in Hennepin County, Minnesota. The arbitrator(s) may construe or interpret but shall not vary or ignore the terms of the MCAIP and shall be bound by controlling law. The arbitrator(s) shall have no authority to award punitive, exemplary, indirect or special damages, except in connection with a statutory claim that explicitly provides for such relief. The decision of the arbitrator(s) on the points in dispute will be binding, and judgment on the award may be entered in any court having jurisdiction thereof. The parties acknowledge that because the MCAIP affects interstate commerce the Federal Arbitration Act applies.

In the event that any portion of this Paragraph or any part of the Terms and Conditions is deemed invalid or unenforceable, such unlawfulness, invalidity or unenforceability shall not serve to invalidate any other part of this Paragraph or the Terms and Conditions. In the event any court determines that this arbitration procedure is not binding or otherwise allows litigation involving a Dispute to proceed, the parties hereby waive any and all

right to trial by jury in, or with respect to, such litigation. Such litigation would instead proceed with the judge as the finder of fact.

E. Entire Agreement. This Agreement is the entire agreement between Provider and United with regard to the subject matter herein, and supersedes any prior written or unwritten agreements between Provider and United with regard to the same subject matter.

F. Relationship Between Parties. The relationship between United and Provider is solely that of independent contractors and nothing in the Terms and Conditions or otherwise shall be construed or deemed to create any other relationship, including one of employment, agency or joint venture.

G. Notice. Any notice required to be given under the MCAIP shall be in writing and shall be deemed to have been given when delivered in person, by electronic communication, by facsimile or, if delivered by first-class United States mail, on the date mailed, proper postage prepaid and properly addressed to Provider or to United, as appropriate.

H. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Minnesota.

I. Survival. Subparagraphs B, C, D, and H of this Paragraph will survive termination of the MCAIP.

THIS PARAGRAPH CONTAINS A BINDING ARBITRATION PROVISION THAT MAY BE ENFORCED BY THE PARTIES.