

**MEDICARE ADVANTAGE PRIMARY CARE PHYSICIAN INCENTIVE PROGRAM
TERMS AND CONDITIONS
EFFECTIVE JANUARY 1, 2018**

These Medicare Advantage Primary Care Physician Incentive Program Terms and Conditions (“Terms and Conditions”) govern the Medicare Advantage Primary Care Physician Incentive (“MA-PCPi”) Program. As a precondition for the Provider to participate in the MA-PCPi Program pursuant to these Terms and Conditions and to be eligible for the bonus opportunities described below, one of the following must have occurred: (a) UnitedHealthcare (“United”) presented a MA-PCPi 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 MA-PCPi Program via a unilateral amendment to Provider’s participation agreement with United.

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

- 1. Average Star Rating Bonus:** With respect to a given MA-PCPi Term, Provider will be eligible to receive an Average Star Rating Bonus if Provider achieves an Average Star Rating of 3.76 or greater across all eligible MA-PCPi Measures.

For each MA-PCPi Term, United will determine whether Provider has met the criteria for the Average Star Rating Bonus by using data available from:

- a. Claims and encounter data timely received by United and available through the applicable reporting system(s) at the time United creates the reports described in Paragraph 4. Claims and encounter data are considered timely if they are processed and/or paid by United no later than March 31st following the end of the applicable MA-PCPi Term; and
- b. Other supplemental data sources that meet CMS and/or HEDIS documentation requirements and have been timely submitted for dates of service within the MA-PCPi Term. Supplemental data sources are considered timely submitted if they are submitted to United no later than January 10th following the end of the applicable MA-PCPi Term.

and by computing Provider’s Average Star Rating as follows:

- c. For each MA-PCPi Measure as identified in the table below, United will calculate Provider’s HEDIS Compliance Percentage. If United cannot calculate the HEDIS Compliance Percentage for a particular MA-PCPi Measure under this Paragraph because the number of MA-PCPi Customers identified as eligible for that measure is zero, then such measure will be excluded from consideration for payment.
- d. The computations will be based on HEDIS guidelines and will include data for services rendered during the HEDIS review period applicable to the particular MA-PCPi Measure, using the HEDIS look back period assigned to the measure. The review period will run through the last day of the applicable MA-PCPi Term.
- e. United will use Provider’s HEDIS Compliance Percentage for each MA-PCPi Measure to determine Provider’s Quality Rating for each MA-PCPi Measure.
- f. United will use Provider’s Quality Rating for each MA-PCPi Measure to calculate Provider’s Average Star Rating. MA-PCPi Measures identified by CMS as having a weight of three will also be assigned a weight of three for purposes of calculating Provider’s Average Star Rating. The calculation of Provider’s Average Star Rating will be measured to the second decimal and will not be rounded up or down to the nearest half star. For example, an Average Star Rating of 3.76 will not be rounded up to 4.00.

MA-PCPi Measures and STAR Thresholds Table*

2018 Star ID	CMS STAR Weight	Measure Name	Description	Period	HEDIS COMPLIANCE PERCENTAGE				
					1 STAR Threshold	2 STAR Threshold	3 STAR Threshold	4 STAR Threshold	5 STAR Threshold
C01	1	Breast Cancer Screening (BCS)	One mammogram every two years	Current or prior calendar year	<56%	56%	70%	78%	84%
C02	1	Colorectal Cancer Screening (COL)	One or more screenings: Yearly fecal occult blood test (FOBT), or every 5 years flexible sigmoidoscopy, or every 10 years colonoscopy	Current calendar year FOBT: Current calendar year Flex Sig: Current calendar year to previous 4 calendar years Colonoscopy: Current calendar year to previous 9 calendar years	<54%	54%	63%	72%	80%
C07	1	Adult BMI Assessment (ABA)	Outpatient visit during the calendar year or prior with date, weight and value of BMI	Current or prior calendar year	<72%	72%	81%	94%	98%
C13	1	Diabetes Care - Eye Exam (CDCEYE)	Eye exam (retinal or dilated) performed	Current calendar year or prior calendar year. Needs to be annually if patient has retinopathy.	<47%	47%	59%	72%	81%
C14	1	Diabetes Care - Kidney Disease Monitoring (CDCNEP)	Urine microalbumin for nephropathy, OR on an ACE/ARB Medication OR documentation of receiving care from a nephrologist	Current calendar year	<92%	92%	94%	96%	98%
C15	3	Diabetes Care - Blood Sugar Controlled (CDCA1C9)	HbA1c control (≤ 9.0%) based on LAST measurement of the year	Current calendar year	<40%	40%	64%	73%	80%
C21	3	Plan All Cause Readmission (PCR)	Percent of senior plan members discharged from a hospital stay who were readmitted to a hospital within 30 days, either for the same condition as their recent hospital stay or for a different reason.	Current calendar year	>18%	18%	11%	9%	6%
D11	3	Medication Adherence for Diabetes Medications (MAD)	Percentage of patients obtaining timely refills and having diabetes medication(s) on hand at least 80% of the time during the measurement period (excludes insulin)	Current calendar year	<72%	72%	78%	81%	86%
D12	3	Medication Adherence for Hypertension (RAS antagonists) (MAH)	Percentage of patients obtaining timely refills and having RAS Antagonist medication on hand at least 80% of the time during the measurement period	Current calendar year	<74%	74%	78%	82%	85%

2018 Star ID	CMS STAR Weight	Measure Name	Description	Period	HEDIS COMPLIANCE PERCENTAGE				
					1 STAR Threshold	2 STAR Threshold	3 STAR Threshold	4 STAR Threshold	5 STAR Threshold
D13	3	Medication Adherence for Cholesterol (Statins) (MAC)	Percentage of patients obtaining timely refills and having Statin medication on hand at least 80% of the time during the measurement period	Current calendar year	<66%	66%	76%	80%	85%
DMC 17	3	Hospitalization for Potentially Preventable Complications (HPC)**	The risk-adjusted ratio of observed to expected discharges for ACSC by chronic and acute conditions times the national observed rate times 1000	Current calendar year	>76	76	61	46	32

* The information in this table is subject to change from time to time at CMS' discretion. The table shows the information for the 2018 star ratings effective January 1, 2018. For final evaluation of the Average Star Rating Bonus, United will use the most recently published CMS information as of the time United calculates Provider's Average Star Rating.

**For the Hospitalization for Potentially Preventable Complications (HPC) measure, CMS has not released the 2018 STAR Thresholds. To assist you with this measure, the STAR Thresholds shown are United's calculations, which are consistent with the CMS methodology publicly available at this time. If possible, United will use the most recently published CMS STAR Thresholds for this Measure as of the time United calculates Provider's Average STAR Rating. If CMS has not published STAR Thresholds for this Measure, United will calculate the STAR Thresholds using the most recently published CMS methodology.

2. Meaningful Use Data Exchange Bonus: Provider will receive a payment from United if the requirements and conditions for the Meaningful Use Data Exchange Bonus described in this Paragraph are met.

- a. **Eligibility.** To be eligible to receive the Meaningful Use Bonus, Provider must:
 - i. Achieve an Average Star Rating of 3.76 or greater across all eligible MA-PCPi Measures; and
 - ii. Establish a recurring Meaningful Use Data Exchange from Provider's Certified Electronic Health Record Technology (CEHRT) as defined by the Office of the National Coordinator for Health Information Technology (ONC), which meets United's requirements. If Provider's Health Record Technology is not certified by the ONC, United will evaluate and determine if the Electronic Health Record Technology will be sufficient to meet the requirement for payment of the Meaningful Use Data Exchange Bonus.

A Meaningful Use Data Exchange for purposes of MA-PCPi is a standard electronic data exchange format as established by the ONC, such as Continuity of Care Document (CCD) or Consolidated Clinical Document Architecture (C-CDA) including progress notes, or another format that complies with Meaningful Use Requirements, and which includes required clinical data about MA-PCPi Customers. Meaningful Use Data Exchange will also include some other method acceptable to United that will allow United to use the data for HEDIS reporting and that will be representative of a MA-PCPi Customer's medical record. Meaningful Use Data Exchange is a form of supplemental data and will be accepted by United until January 10th following the end of the applicable MA-PCPi Term.

- b. **Meaningful Use Data Exchange Bonus Requirements.** United will pay Provider a Meaningful Use Data Exchange Bonus if:
 - i. Within 30 days of establishing a Meaningful Use Data Exchange and for the remainder of the MA-PCPi Term, Provider will use best efforts to submit to United a Meaningful Use Data Exchange every other week after the first submission, but must submit data no less frequently than every 30 calendar days.
 - ii. Provider's regular transmissions must include information that addresses the MA-PCPi Measures for Provider's MA-PCPi Customers.

If provider fails to send the data exchange in the format and to include the clinical data elements required by United, during the certification process or as subsequently communicated by United during the MA-PCPi Term, United has the right to withhold the Meaningful Use Data Exchange Bonus.

3. **Average Star Rating Bonus and Meaningful Use Data Exchange Bonus:** If, for a given MA-PCPi Term, Provider qualifies for the Average Star Rating Bonus and, if applicable, the Meaningful Use Data Exchange Bonus, United will calculate Provider’s Bonus(es) as the applicable payment amount from the table below. United will pay Provider no later than 150 days after the end of the MA-PCPi Term, subject to the Eligibility for Bonus Payments requirements in Paragraph 6.

Provider Average Star Rating	Payment for Average Star Rating Bonus <i>(PMPY: Per MA-PCPi Customer per year)</i>	Additional Payment for Meaningful Use Data Exchange Bonus <i>(PMPY: Per each MA-PCPi Customer, noted in the final reporting for whom Provider submitted qualifying MUDE)</i>
4.75 and above	\$135.00 PMPY	\$30.00 PMPY
4.74-4.50	\$110.00 PMPY	\$25.00 PMPY
4.49 - 4.00	\$50.00 PMPY	\$20.00 PMPY
3.99 - 3.76	\$25.00 PMPY	\$20.00 PMPY
3.75 and below	\$0.00	\$0.00

4. **Average Star Rating and Meaningful Use Data Exchange Reporting:** United will make available, on a monthly basis, reporting to demonstrate Provider’s Average Star Rating performance.

No later than 120 days after the end of a MA-PCPi Term, United will make available to Provider the following final report(s) for that MA-PCPi Term:

- a. List of MA-PCPi Customers that United has identified as eligible for each MA-PCPi Measure;
- b. List of MA-PCPi Customers that United shows as having met each MA-PCPi Measure;
- c. HEDIS Compliance Percentage for each applicable MA-PCPi Measure;
- d. Average Star Rating across all eligible MA-PCPi Measures;
- e. Confirmation of Provider’s establishment of a qualifying Meaningful Use Data Exchange; and
- f. List of MA-PCPi Customers for whom Provider submitted qualifying Meaningful Use Data Exchange in compliance with the requirements of the Program.

5. **Medication Reconciliation Bonus:** Provider will receive a payment from United if the requirements and conditions for the Medication Reconciliation Bonus described in this Paragraph are met.

- a. **Eligibility.** To be eligible to receive the Medication Reconciliation Bonus, Provider must have access to UHC Transitions™ (HealthBI) (hereinafter “HealthBI”).
- b. **Medication Reconciliation Bonus Requirements.** Provider will be eligible to receive the Medication Reconciliation Bonus for each Eligible Discharge of a Medication Reconciliation Customer, subject to the following:
 - i. Provider Physician must perform a Medication Reconciliation after an Eligible Discharge within the timeframes set forth below; and
 - ii. Submit one of the following forms of documentation:
 1. Timely submit a claim that appropriately includes CPT Code 1111F, or any appropriate successor code; or
 2. Timely complete the requested information and questions within HealthBI and submit information that meets HEDIS documentation requirements through HealthBI by uploading a medical record that meets HEDIS documentation requirements and includes the date the medication reconciliation was performed. For purposes of this Medication Reconciliation Bonus, data submitted via a

structured data feed through HealthBI will not meet the requirements for payment. Data submitted through HealthBI will be considered timely if submitted to United no later than January 10th following the end of the applicable MA-PCPi Term. United, in its sole discretion, may use other supplemental data sources that meet CMS and/or HEDIS documentation requirements and have been timely submitted for dates of service within the MA-PCPi Term.

iii. Any Eligible Discharge for which a claim is submitted that includes CPT Codes 99495 or 99496, or any appropriate successor code, is not eligible for a Medication Reconciliation Bonus.

c. **Medication Reconciliation Bonus Payment.** If Provider qualifies for the Medication Reconciliation Bonus, United will calculate the Medication Reconciliation Bonus by multiplying the applicable amount in the table below by the number of Eligible Discharges for which Medication Reconciliation was completed in accordance with the requirements of this Paragraph 5, subject to the Eligibility for Bonus Payments requirements in Paragraph 6.

Medication Reconciliation Payment Table

Medication Reconciliation Activity	Payment Per Eligible Discharge
Perform Medication Reconciliation through day 7 post discharge	\$120 .00
Perform Medication Reconciliation day 8 through day 14 post discharge	\$90.00
Perform Medication Reconciliation day 15 through day 30 post discharge	\$75.00
Perform Medication Reconciliation day 31 post discharge or later	\$0.00

United will pay the Medication Reconciliation Bonus as set forth in the table below.

Medication Reconciliation Payment Date Table

Medication Reconciliation Date of Service	Medication Reconciliation completed using HealthBI or Claims Processed and Paid Through	Payment Date*
January 1, 2018 through June 30, 2018	8/31/2018	10/31/2018
July 1, 2018 through December 31, 2018	03/31/2019	5/31/2019

* To ensure Provider is reimbursed as outlined above, United will review Provider's claims and Health BI submissions for the previous payment period and make additional payments, if applicable.

d. **Medication Reconciliation Bonus Reporting.**

i. During the MA-PCPi Term, United will:

- a. Notify provider electronically of its Medication Reconciliation Customers who have been discharged from an inpatient admission;
- b. United will provide information that reflects Provider’s progress in performing Medication Reconciliations that will qualify for the Medication Reconciliation Bonus.

ii. No later than 120 days after the end of the MA-PCPi Term, United will make available to Provider reporting for the MA-PCPi Term that includes information for each Eligible Discharge, and about whether Medication Reconciliation that meets the requirements of the Medication Reconciliation Bonus was completed during the MA-PCPi Term.

6. **Eligibility for Bonus Payments:** Notwithstanding anything in these Terms and Conditions to the contrary, Provider will 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.
7. **Medical Record, Chart Request and Provider Data Attestation:** Without limiting any other data access rights set forth elsewhere in the Agreement, 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 MA-PCPi Customers. On a quarterly basis, Provider will also attest to the accuracy of demographic data as described within the UnitedHealthcare Care Provider Administrative Guide. If charts or records are not furnished within the timeframe specified and/or are incomplete, or if Provider fails to attest to the accuracy of demographic data, United reserves the right to reduce or withhold payment under the MA-PCPi Program.
8. **Overpayments:** If United notifies Provider of an overpayment under the MA-PCPi Program, Provider will repay overpayments within 30 days of written or electronic notice. In addition, Provider will promptly report any overpayment under the MA-PCPi Program, 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.
9. **Reconsideration:** Within 30 days after receiving the final reports for the MA-PCPi Term, Provider agrees to notify United electronically or in writing of any disagreements with their MA-PCPi performance results. Provider's written notification must include the following: a) the United determination 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 MA-PCPi Term.

10. Termination:

- a. Provider has the right to terminate Provider's participation in the MA-PCPi Program, effective for the next MA-PCPi Term, by giving notice electronically or in writing within 60 days after the Terms & Conditions for the next MA-PCPi Term have been communicated/published. Such termination will not affect the MA-PCPi Program payment determination for the MA-PCPi Term in effect prior to such termination.
- b. United has the right to terminate Provider's participation in the MA-PCPi Program, effective for the next MA-PCPi 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 MA-PCPi Program payment determination for the MA-PCPi Term in effect prior to such termination.
- c. United and Provider each shall have the right to terminate Provider's participation in the MA-PCPi 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. Unless otherwise authorized by United:
- i. If Provider participates in MA-PCPi, participation in any other United Medicare Advantage incentive program with United for the same Benefit Plans will terminate as of the effective date of MA-PCPi and Provider will not be entitled to payment under the other United Medicare Advantage incentive program.
 - ii. If Provider enters into another United Medicare Advantage incentive program with United for the same Benefit Plans, then participation in that other United Medicare Advantage incentive program will

terminate Provider's participation in the MA-PCPi Program as of the effective date of the other United Medicare Advantage incentive program and Provider will not be entitled to payment under MA-PCPi.

- 11. Amendment of the MA-PCPi Terms and Conditions:** United, in its sole discretion, may amend these Terms and Conditions for any future MA-PCPi Term by providing to Provider a copy of and/or electronic access to the new Terms and Conditions no later than 30 days prior to the first day of the MA-PCPi Term to which the new Terms and Conditions will apply. If Provider does not wish to continue participation in the MA-PCPi Program after review of the new Terms and Conditions, Provider has the option to terminate participation in the MA-PCPi Program 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 MA-PCPi Program.

When Provider and United are not parties to an Agreement when Provider begins participating in the MA-PCPi Program, 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.

Average Star Rating: United will calculate a Quality Rating for each MA-PCPi Measure based on the HEDIS Compliance Percentage in the MA-PCPi Measures and STAR Thresholds Table. United will then average all of the MA-PCPi Measure Quality Ratings for an overall rating.

Average Star Rating Bonus: For a given MA-PCPi Term, the payment available to Provider if all of the requirements described in the Average Star Rating Bonus Section of these Terms and Conditions are met with respect to that MA-PCPi Term.

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.

Eligible Discharge: A discharge is eligible for payment of the Medication Reconciliation Bonus if a Medication Reconciliation Customer is discharged on or after January 1 and before December 2 during the MA-PCPi Term from an in-patient acute care facility to the Customer's home. Eligible Discharge excludes i) a discharge to another acute or non-acute inpatient setting; ii) a discharge followed by a readmission within 30 calendar days; iii) a discharge to a skilled nursing facility; iv) discharges of customers who are receiving hospice care; and v) discharges of Customers who pass away within 30 days of discharge.

HEDIS Compliance Percentage: The ratio (expressed as a percentage) of (i) the total number of MA-PCPi Customers that United shows as having met the MA-PCPi Measure for the period ending on the last day of the MA-PCPi Term, to (ii) the number of MA-PCPi Customers eligible for a measure for a given MA-PCPi Term. Each HEDIS Compliance Percentage will be rounded up or down to the nearest whole number.

MA-PCPi Customer: Each Customer eligible for and enrolled in a Medicare Advantage Benefit Plan who is assigned and/or attributed, for a given MA-PCPi Term, by United to a Provider Physician for the MA-PCPi Program described in these Terms and Conditions, and that United has identified as eligible for one or more MA-PCPi Measures.

MA-PCPi Measures: The specific HEDIS measures that will be evaluated with respect to a given MA-PCPi Term, as set forth in the MA-PCPi Measures and STAR Thresholds Table.

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

Meaningful Use Data Exchange: A standard electronic data exchange format as established by the ONC, such as Continuity of Care Document (CCD) or Consolidated Clinical Document Architecture (C-CDA) including progress notes, or another format that complies with Meaningful Use Requirements, and which includes required clinical data about MA-PCPi Customers. Meaningful Use Data Exchange will also include some other method acceptable to United that will allow United to use the data for HEDIS reporting and that will be representative of a MA-PCPi Customer's medical record.

Meaningful Use Data Exchange Bonus: For a given MA-PCPi Term, the payment available to Provider if all of the requirements described in the Meaningful Use Data Exchange Bonus section of these Terms and Conditions are met with respect to that MA-PCPi Term.

Medication Reconciliation: A reconciling of the medications prescribed to the Medication Reconciliation Customer upon discharge from an inpatient admission to the most recent list of medications prescribed to the Medication Reconciliation Customer based on information in the Provider Physician's medical record dated prior to the inpatient admission. The reconciliation must be conducted by a prescribing practitioner, clinical pharmacist or registered nurse and be performed within 31 days of discharge.

Medication Reconciliation Bonus: For a given MA-PCPi Term, the payment available to Provider if all of the requirements described in Medication Reconciliation Bonus section of these Terms and Conditions are met with respect to the MA-PCPi Term.

Medication Reconciliation Customer: Each Customer eligible for and enrolled in a United Medicare Advantage Benefit Plan who is i) assigned and/or attributed on the date of an Eligible Discharge for the MA-PCPi Term by United to a Provider Physician; and ii) who United has identified as having an Eligible Discharge.

PCOR: The Patient Care Opportunity Report generated by United on a monthly basis that summarizes performance data about various HEDIS measures, including the MA-PCPi Measures, using United data available at the time the report is generated, for MA-PCPi Customers enrolled in Medicare Advantage Benefit Plans whom United assigns and/or attributes to a Provider Physician for purposes of this report.

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.

Quality Rating: Defined in accordance with the terms set forth in the “Glossary” tab of the Patient Care Opportunity Report (PCOR).

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 MA-PCPi Program Participation Acknowledgement (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 MA- PCPi Program.

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 MA-PCPi 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 MA-PCPi Program. 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 MA-PCPi Program shall be conducted in Hennepin County, Minnesota. The arbitrator(s) may construe or interpret but shall not vary or ignore the terms of the MA-PCPi Program 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 MA-PCPi Program 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 MA-PCPi Program 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 MA-PCPi Program.

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