



**MEDICARE ADVANTAGE PRIMARY CARE PHYSICIAN INCENTIVE PROGRAM
TERMS AND CONDITIONS
EFFECTIVE JANUARY 1, 2019**

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 bonus payments from United if the requirements and conditions described in these Terms and Conditions are met.

**Article 1
Quality Care Opportunity Bonus**

1.1 Quality Care Opportunity Bonus: To recognize Provider’s effort to prioritize and address the specific open care opportunities shown in the Quality Care Opportunity Table, United will compensate Provider upon meeting the performance criteria outlined below.

Quality Care Opportunity Table					
2019 CMS ID*	2019 CMS Weight*	Quality Care Measure Name*	Description*	Payment Eligibility	Eligible Payment Per Care Opportunity Closure
C12	1	Osteoporosis Management in Women who had a Fracture (OMW)	Women 67-85 years of age who suffered a fracture AND were given a bone mineral density test, OR Prescribed a drug to treat or prevent osteoporosis in the six months after the fracture. Fractures that occurred between July 1, 2018 and June 30, 2019 are within the scope of the 2019 Quality Care Bonus.	Quarterly	\$20
C17	1	Rheumatoid Arthritis Management (ART)	Members diagnosed with rheumatoid arthritis during the measurement year AND dispensed at least one ambulatory Rx for a disease-modifying anti-rheumatic drug	Quarterly	\$20
C01	1	Breast Cancer Screening (BCS)	Women 50-74 years of age who had a mammogram every two years	Quarterly	\$20
C20	1	Medication Reconciliation Post Discharge (MRP)	Members 18 years of age and older who were discharged from an inpatient facility AND had their medications reconciled within 30 days after discharge	Quarterly	\$20
D14	3	Statin Use in Persons with Diabetes (SUPD)	Members 40-75 years of age who were dispensed at least two diabetes medication fills AND who received at least one fill of a statin medication in the measurement period	Quarterly	\$30
D10	3	Medication Adherence for Diabetes Medications (MAD)	Members 18 years of age or older with at least 2+ prescription fill for diabetes medication (excluding insulin) who fill their prescription often enough to cover having diabetes medication(s) on hand at least 80% of the time during the measurement period	Annually	\$30
C15	3	Diabetes Care - Blood Sugar Controlled (CDCA1C9)	Members 18-75 years of age with diabetes who had HbA1c control(≤ 9.0%) based on LAST documented measurement of the year	Annually	\$30

* The information in these columns is subject to change from time to time at CMS’ discretion. If CMS retires a Quality Care Measure or moves it to “display status”, United reserves the right to remove it from this bonus opportunity.

On a quarterly basis for each Quality Care Measure eligible for a quarterly payment and on an annual basis for each Quality Care Measure eligible for annual payment, United will calculate Provider's Quality Care Opportunity Bonus as the total number of Quality Care Measures addressed for MA-PCPi Customers during the applicable period multiplied by the appropriate payment from the table above. United will pay the Quality Care Opportunity Bonus to Provider as set forth in the table below.

Dates of Service	Payment Date*	Payment Eligibility
Jan. 1-Mar. 31	June 30, 2019	Quarterly
April 1- June 30	Sept. 30, 2019	Quarterly
July 1 – Sept. 30	Dec. 31, 2019	Quarterly
Oct. 1- Dec. 31	May 31, 2020	Quarterly and Annual

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

Article 2

Achievement Bonus Opportunities

2.1 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 Article 4.1. 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 Article 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*

2019 Star ID	CMS STAR Weight	Measure Name	Description	Period	HEDIS COMPLIANCE PERCENTAGE THRESHOLDS				
					1 STAR	2 STAR	3 STAR	4 STAR	5 STAR
C01	1	Breast Cancer Screening (BCS)	Percent of women 50-74 years of age who had a mammogram every two years	October 1 st 2017 through December 31 st 2019	<47%	47%	68%	76%	82%
C02	1	Colorectal Cancer Screening (COL)	Percent of members 50-75 years of age who had one or more appropriate screenings for colon cancer: Yearly fecal occult blood test (FOBT), or every 5 years flexible sigmoidoscopy, or every 10 years colonoscopy	FOBT: Current calendar year Flex Sig: Current calendar year to previous 4 calendar years Colonoscopy: Current calendar year to previous 9 calendar years	<55%	55%	63%	72%	79%
C07	1	Adult BMI Assessment (ABA)	Percent of members 18-74 years of age who had an outpatient visit during the calendar year or prior year with date, weight and value of BMI documented	Current or prior calendar year	<76%	76%	84%	93%	98%
C13	1	Diabetes Care - Eye Exam (CDCEYE)	Percent of members 18-75 years of age with diabetes who had eye exam (retinal or dilated) performed	Current calendar year or prior calendar year. Needs to be annually if patient has retinopathy.	<56%	56%	64%	73%	80%
C14	1	Diabetes Care - Kidney Disease Monitoring (CDCNEP)	Percent of members 18-75 years of age with diabetes who had urine microalbumin for nephropathy, OR on an ACE/ARB Medication OR documentation of receiving care from a nephrologist	Current calendar year	N/A	N/A	87%	95%	97%
C15	3	Diabetes Care - Blood Sugar Controlled (CDCA1C9)	Percent of members 18-75 years of age with diabetes who had HbA1c control ($\leq 9.0\%$) based on LAST documented measurement of the year	Current calendar year	<39%	39%	68%	78%	87%
C21	3	Plan All Cause Readmission (PCR)	Percent of members 65 years of age and older who were discharged from a hospital stay and 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	>12%	12%	10%	8%	5%
D10	3	Medication Adherence for Diabetes Medications (MAD)	Percentage of members 18 years of age or older with at least 2+ prescription fill for diabetes medication (excluding insulin) who fill their prescription often enough to cover	Current calendar year	<72%	72%	78%	81%	85%

			having their diabetes medication(s) on hand at least 80% of the time during the measurement period						
D11	3	Medication Adherence for Hypertension (RAS antagonists) (MAH)	Percentage of patients 18 years of age or older with at least 2+ prescription fills for RAS Antagonist who fill often enough to cover having their blood pressure medication on hand often enough to cover at least 80% of the time during the measurement period	Current calendar year	<79%	79%	83%	86%	88%
D12	3	Medication Adherence for Cholesterol (Statins) (MAC)	Percentage of patients 18 years of age or older with at least 2+ prescription fills for Statin medication who fill often enough to cover having their Statin medication on hand often enough to cover at least 80% of the time during the measurement period	Current calendar year	<73%	73%	77%	83%	87%
C22	1	Statin Therapy for Patients with Cardiovascular Disease (SPC)	Percent of males 21-75 years of age and females 40-75 years of age who were identified as having atherosclerotic cardiovascular disease (ASCVD) AND were dispensed at least one high or moderate intensity statin medication during the measurement year	Current calendar year	<70%	70%	76%	81%	85%
C16	3	Controlling Blood Pressure (CBP)	Percentage of members 18-85 years of age who had a diagnosis of hypertension (HTN) and whose blood pressure (BP) was adequately controlled (<140/90 mmHg) during the measurement year based on the LAST documented measurement of the year.	Current calendar year	<51%	51%	62%	75%	82%
D14	3	Statin Use in Persons with Diabetes (SUPD)	Percentage of members 40-75 years of age who were dispensed at least two diabetes medication fills AND who received at least one fill of a statin medication in the measurement period	Current calendar year	<72%	72%	76%	80%	83%

* The information in this table is subject to change from time to time at CMS' discretion. The table shows the information for the 2019 star ratings effective January 1, 2019. For final evaluation of the Average Star Rating Bonus, United reserves the right to use the most recently published CMS information as of the time United calculates Provider's Average Star Rating.

2.2 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 Article are met.

- a. **Eligibility.** To be eligible to receive the Meaningful Use Data Exchange 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.
- b. **Meaningful Use Data Exchange Bonus Requirements.** United will pay Provider a Meaningful Use Data Exchange Bonus if:
- i. After establishing a Meaningful Use Data Exchange, Provider uses best efforts to submit to United a Meaningful Use Data Exchange every other week after the first submission, but must submit data for at least 25% of the calendar months during the MA-PCPi Term.
 - ii. Provider must submit data to United that meets the requirements of this Article at least once between November 1, 2019 and January 10, 2020.
 - iii. Provider’s transmissions must include information that addresses the MA-PCPi or Quality Care 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 qualification 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.

2.3 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 Article 4.

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

2.4 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 final performance on the Average Star Rating and Meaningful Use Data Exchange Bonuses. Provider’s written notification must include the following: a) the United determination at issue; and b) detailed information, including, but not limited to, member level identifiers, MA-PCPi Measure(s) in dispute, 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 requests that will result in the Provider’s Average Star Rating meeting or exceeding an Average Star Rating of 3.76 as demonstrated by documentation required by United. If Provider’s request for reconsideration will not result in the Provider’s Average Star Rating meeting or exceeding 3.76, United will not consider the request. If, however, Provider requests reconsideration for meeting or exceeding an Average Star Rating of 3.76, but upon United’s review, Provider still fails to achieve or exceed the 3.76 target, United will at that time also review Provider’s performance to determine

whether Provider may have earned the Average Star Rating Improvement Bonus. United will respond to Provider within 45 days after receiving Provider’s notification. Reconsideration determinations are final and Provider is not permitted a second reconsideration request. 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.

Article 3
Average Star Rating Improvement Bonus

3.1 Average Star Rating Improvement Bonus: With respect to a given MA-PCPi Term, Provider will be eligible to receive an Average Star Rating Improvement Bonus if Provider meets requirements outlined below:

- a. **Eligibility.** To be eligible to receive the Average Star Rating Improvement Bonus, Provider must have increased their 2019 Average Star Rating over their 2018 Average Star Rating by 0.5 Star or greater.
- b. **Average Star Rating Improvement Bonus Requirements.**

If Provider participated in the 2018 MA-PCPi Program, United will calculate the Average Star Rating as described in these MA-PCPi Terms and Conditions and will use the 2018 and 2019 final reporting to determine the Average Star Rating increase, if any. The 2018 final reporting will not include any changes in 2018 Average Star Rating that resulted from a 2018 Reconsideration.

If Provider did not participate in the 2018 MA-PCPi Program, United will determine Provider’s 2018 Average Star Rating using the MA-PCPi Measures and methodology set forth in the 2018 MA-PCPi Terms and Conditions. United will apply that methodology to United’s determination of who Provider’s MA-PCPi Customers would have been for the 2018 MA-PCPi Term. United will be solely responsible for determining Provider’s 2018 Average Star Rating under these circumstances.

In all cases, United’s computation logic relies on a consistent unique numerical identifier (i.e. Tax Identification number or Provider Group Identification number) to allow for an accurate comparison of Provider’s performance in 2018 and 2019. If these unique numerical identifiers don’t remain consistent between 2018 and 2019, United will not be able to determine Provider’s performance and Provider will not be eligible to receive the Improvement Bonus.

If Provider is eligible, United will calculate Provider’s bonus as the applicable payment amount from the table below and will pay Provider no later than 150 days after the end of the 2019 MA-PCPi Term. Provider will be eligible to earn the greater of the amount of the Average Star Rating Improvement Bonus or the Combined Bonus. Provider will not be entitled to payment of both the Average Star Rating Improvement Bonus and the Combined Bonus.

Average Star Rating Improvement	Payment for Average Star Rating Improvement (PMPY: Per each MA-PCPi Customer per year, noted in the final reporting)
Average Star Rating Increases 0.5 -0 .99	\$25.00 PMPY
Average Star Rating Increases 1.0 – 1.49	\$35.00 PMPY
Average Star Rating Increases 1.50 – 4.00	\$45.00 PMPY

Article 4
General Provisions that Apply to all Bonus Opportunities

4.1 Reporting: United will make available the following reporting to demonstrate Provider's performance:

- a. Quarterly reporting for the Quality Care Opportunity Bonus;
- b. Monthly reporting for the Average Star Rating;

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 Quality Care Measure and each MA-PCPi Measure;
- b. List of MA-PCPi Customers that United shows as having met each Quality Care Measure and each MA-PCPi Measure;
- c. HEDIS Compliance Percentage for each applicable MA-PCPi Measure;
- d. Average Star Rating across all eligible MA-PCPi Measures for both the 2018 and 2019 MA-PCPi Terms, as applicable and any Average Star Rating improvement;
- 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.

4.2 Eligibility for Bonus Payments: Notwithstanding anything in these Terms and Conditions to the contrary, if at the time any bonus is due the Agreement is no longer in effect, Provider's eligibility to receive any of the bonuses in these Terms and Conditions is at United's discretion.

4.3 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.

4.4 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.

4.5 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. 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. United has the right to terminate Provider's participation in the MA-PCPi Program immediately upon notice electronically or in writing if Provider no longer meets United's requirements to participate in the Program.
- e. 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.

4.6 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 Article 4.5.

To allow United to efficiently implement new incentive programs or earning opportunities that allow Provider a chance to earn additional compensation, United will provide notice of new earning opportunities under MA-PCPi and Provider will participate in those opportunities without amendment to these Terms & Conditions so long as those opportunities only provide for increased compensation.

4.7 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 Article 6 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.

Article 5 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.

Average Star Rating Improvement Bonus: For a given MA-PCPi Term, the payment available to Provider if all of the requirements described in the Average Star Rating Improvement 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.

Combined Bonus: The combined total of the Average Star Rating and Meaningful Use Data Exchange Bonuses for the current MA-PCPi Term.

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.

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 or Quality Care Measures.

MA-PCPi Measures: The specific HEDIS measures that will be evaluated with respect to a given MA-PCPi Term to determine Provider's achievement bonus opportunities, 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, 2019 through December 31, 2019).

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 is a form of supplemental data and will be accepted by United until January 10th following the end of the applicable MA-PCPi Term.

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.

PCOR: The Patient Care Opportunity Report generated by United on a monthly basis that summarizes performance data about various HEDIS measures, including measures that are part of the MA-PCPi Program, 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 Care Opportunity Bonus: For a given MA-PCPi Term, the payment available to Provider if all of the requirements described in the Quality Care Opportunity Bonus section of these Terms and Conditions are met.

Quality Care Measures: The specific HEDIS measures that will be evaluated for the Quality Care Opportunity Bonus with respect to a given MA-PCPi Term either quarterly or annually, as set forth in the Quality Care Opportunity Table.

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 (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).

Article 6 Additional Terms and Conditions

The additional terms and conditions of this Article only apply when Provider and United are **NOT** parties to an Agreement, as set forth in Article 4.7.

6.1 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.

6.2 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.

6.3 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.

6.4 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 Article 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 Article 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.

6.5 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.

6.6 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.

6.7 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.

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

6.9 Survival. Articles 6.2, 6.3, 6.4 and 6.8 of this Article will survive termination of the MA-PCPi Program.

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