UnitedHealthcare®

MEDICARE ADVANTAGE PRIMARY CARE PHYSICIAN INCENTIVE PROGRAM FOR OUT OF NETWORK PROVIDERS TERMS AND CONDITIONS EFFECTIVE JANUARY 1, 2020

These Medicare Advantage Primary Care Physician Incentive Program For Out Of Network Providers[1] 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 or MA-PCPi Program Participation Amendment (collectively "Participation Document") to Provider and Provider signed and returned the Participation Document 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 (also a "Participation Document).

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 and Annual Care Visit Bonuses

1.1 <u>Quality Care Opportunity Bonus</u>: 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					
2020 CMS ID*	**2020 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)	Female plan members 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, 2019 and June 30, 2020 are within the scope of the 2020 Quality Care Bonus.	Quarterly	$20
C16	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)	Female plan members aged 50-74 who had a mammogram during the past two years.	Quarterly	$20
C19	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.*

[1] This version of the MA-PCPi program is for use with providers who are not participating in United's network for Medicare Advantage benefit plans.

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, 2020	Quarterly
April 1- June 30	Sept. 30, 2020	Quarterly
July 1 – Sept. 30	Dec. 31, 2020	Quarterly
Oct. 1- Dec. 31	May 31, 2021	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.

1.2 <u>Annual Care Visit (ACV) Bonus:</u> Provider will be eligible to receive $100 for each qualifying ACV that Provider conducts, including a telehealth visit that utilizes live, interactive audio and visual elements, with a date of service starting April 1 through September 30, 2020. Refer to uhcprovider.com for the most up to date information on other telehealth requirements. The codes that qualify for an ACV are identified in the glossary tab of the PCOR.

United will pay the ACV Bonus to Provider as set forth in the table below:

Dates of Service	Payment Date
April 1- June 30	Sept. 30, 2020
July 1 – Sept. 30	Dec. 31, 2020

Article 2
Achievement Bonus Opportunities

2.1 <u>Average Star Rating Bonus:</u> 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 3.75 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 Actual HEDIS Compliance Percentage. If United cannot calculate the Actual 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 Actual 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 3.75 will not be rounded up to 4.00.

MA-PCPi Measures and STAR Thresholds Table

					PREDICTIVE HEDIS COMPLIANCE PERCENTAGE THRESHOLDS				
2020 Star ID*	**CMS STAR Weight***	**Measure Name***	**Description***	**Period***	**1 STAR**	**2 STAR**	**3 STAR**	**4 STAR**	**5 STAR**
C01	1	Breast Cancer Screening (BCS)	Percentage of female plan members aged 50-74 who had a mammogram during the past two years.	October 1st 2018 through December 31st 2020	**<54%**	**54%**	**69%**	**76%**	**82%**
C02	1	Colorectal Cancer Screening (COL)	Percentage 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 3 years FIT-DNA test , or every 5 years flexible sigmoidoscopy, or every 10 years colonoscopy	**FOBT:** Current calendar year **FIT-DNA:** During the measurement period or the two years prior to the measurement period **Flex Sig**: Current calendar year to previous 4 calendar years **Colonoscopy:** Current calendar year to previous 9 calendar years	**<54%**	**54%**	**68%**	**75%**	**83%**
C07	0	Adult BMI Assessment (ABA)	Percentage 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	**<78%**	**78%**	**88%**	**94%**	**98%**
C13	1	Diabetes Care - Eye Exam (CDCEYE)	Percentage of members 18-75 years of age with diabetes who had	Current calendar year or prior calendar year. Needs to be annually if patient has retinopathy.	**<65%**	**65%**	**73%**	**79%**	**85%**

			eye exam (retinal or dilated) performed						
C14	1	Diabetes Care - Kidney Disease Monitoring (CDCNEP)	Percentage 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	**<92%**	**92%**	**94%**	**96%**	**98%**
C15	3	Diabetes Care - Blood Sugar Controlled (CDCA1C9)	Percentage of members 18-75 years of age with diabetes who had HbA1c control (≤ 9.0%) based on LAST documented measurement of the year	Current calendar year	**<55%**	**55%**	**72%**	**80%**	**87%**
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 having their diabetes medication(s) on hand at least 80% of the time during the measurement period	Current calendar year	**<74%**	**74%**	**80%**	**84%**	**88%**
D11	3	Medication Adherence for Hypertension (RAS antagonists) (MAH)	Percentage of members 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	**<78%**	**78%**	**82%**	**86%**	**89%**
D12	3	Medication Adherence for Cholesterol (Statins) (MAC)	Percentage of members 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	**<76%**	**76%**	**81%**	**85%**	**89%**
C21	1	Statin Therapy for Patients with Cardiovascular Disease (SPC)	Percentage 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	**<77%**	**77%**	**81%**	**84%**	**88%**
D14	3	Statin Use in Persons with Diabetes (SUPD)	Percentage of members 40-75 years of age who were dispensed at least two diabetes	Current calendar year	**<76%**	**76%**	**79%**	**83%**	**86%**

			medication fills AND who received at least one fill of a statin medication in the measurement period						

** The information in this table is subject to change from time to time at CMS' discretion. With the exception of the Predictive HEDIS Compliance Percentage Thresholds, the table shows the information for the 2020 star ratings effective January 1, 2020. The Predictive HEDIS Compliance Percentage Thresholds are based on United's predictive methodology for the 2021 star year. 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.*

2.2 Average Star Rating Bonus: If, for a given MA-PCPi Term, Provider qualifies for the Average Star Rating Bonus, United will calculate Provider's Bonus 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.

Provider Average Star Rating	**Payment for Average Star Rating Bonus** *(PMPY: Per MA-PCPi Customer per year noted in the final reporting)*
4.75 and above	$135.00 PMPY
4.74-4.50	$110.00 PMPY
4.49 - 4.00	$50.00 PMPY
3.99 - 3.75	$25.00 PMPY
3.74 and below	$0.00

2.3 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 Bonus. 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 3.75 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 3.75, United will not consider the request. If, however, Provider requests reconsideration for meeting or exceeding an Average Star Rating of 3.75, but upon United's review, Provider still fails to achieve or exceed the 3.75 target, United will at that time also review Provider's performance to determine whether Provider may have earned other bonuses under the Program. 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 2020 Average Star Rating over their 2019 Average Star Rating by 0.5 Star or greater.

b. **Average Star Rating Improvement Bonus Requirements**.

If Provider participated in the 2019 MA-PCPi Program, United will calculate the Average Star Rating as

described in these MA-PCPi Terms and Conditions and will use the 2019 and 2020 final reporting to determine the Average Star Rating increase, if any. The 2019 final reporting will not include any changes in 2019 Average Star Rating that resulted from a 2019 Reconsideration.

If Provider did not participate in the 2019 MA-PCPi Program, United will determine Provider's 2019 Average Star Rating using the MA-PCPi Measures and methodology set forth in the 2019 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 2019 MA-PCPi Term. United will be solely responsible for determining Provider's 2019 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 2019 and 2020. If these unique numerical identifiers don't remain consistent between 2019 and 2020, 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 2020 MA-PCPi Term. Provider will be eligible to earn the greater of the amount of the Average Star Rating Improvement Bonus or the Average Star Rating Bonus, and will not be entitled to payment of both Bonuses.

Average Star Rating Improvement	**Payment for Average Star Rating Improvement** *(PMPY: Per 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; and
b. Monthly reporting for the Average Star Rating and Annual Care Visit Bonus.

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. Actual HEDIS Compliance Percentage for each applicable MA-PCPi Measure; and
d. Average Star Rating across all eligible MA-PCPi Measures for both the 2019 and 2020 MA-PCPi Terms, as applicable and any Average Star Rating improvement.

4.2 Medical Record and Chart Request: 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. If charts

or records are not furnished within the timeframe specified and/or are incomplete, United reserves the right to reduce or withhold payment under the MA-PCPi Program.

4.3 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.

4.4 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.

4.5 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 4.4.

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.

4.6 Agreement: If Provider and United are parties to a participation agreement, United and Provider agree and acknowledge the terms of the participation agreement are separate and distinct from the terms of the Program. The terms of the participation agreement do not apply to and have no impact on the terms of the Program and are not binding on the parties with respect to the Program. Conversely, the terms of the Program do not apply to and have no

impact on the terms of the participation agreement and are not binding on the parties with respect to the participation agreement.

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 Benefit Plans other than Medicare Advantage Benefit Plans.

Actual 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 Actual HEDIS Compliance Percentage will be rounded up or down to the nearest whole number.

Average Star Rating: During the Measurement Period, United will calculate a Quality Rating for each MA-PCPi Measure based on the Predictive HEDIS Compliance Percentage Thresholds in the MA-PCPi Measures and STAR Thresholds Table. United will calculate final performance based on the 2021 CMS Star Year Thresholds and not Predictive HEDIS Compliance Percentage Thresholds. 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.

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.

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.

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, 2020 through December 31, 2020).

PCOR: The Patient Care Opportunity Report generated by United on a monthly basis that summarizes performance data about various HEDIS measures for MA-PCPi Customers, including measures that are part of the MA-PCPi Program, using United data available at the time the report is generated. The PCOR will show the Predictive HEDIS Compliance Percentage Thresholds, which are also reflected in MA-PCPi Measures and STAR Thresholds Table above, through the September PCOR, or later as necessary. United will update the HEDIS Compliance Percentage Thresholds in the PCOR with the CMS published thresholds for the 2021 Star Year as soon as they are published.

Predictive HEDIS Compliance Percentage Threshold: The HEDIS Compliance Percentage Thresholds determined by United based on publically available data on quality performance for all Medicare and Medicare Advantage members, calculated in alignment with CMS methodology.

Provider: A physician, medical group, clinic, IPA, or PHO, that 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 , or (ii) practices as a shareholder, partner, employee, or subcontractor of a 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 Document (if Provider is not a party to an Agreement).

Article 6
Additional Terms and Conditions

The additional terms and conditions of this Article apply to Provider because Provider is not party to a participation agreement to participate in a network for United's Medicare Advantage Benefit Plans.

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 attached to these Terms and Conditions 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, must provide written notice of any dispute within 180 days of receiving final payment under this Program for the Measurement Period. 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. These Terms and Conditions and the Participation Document, as applicable, are the entire agreement between Provider and United with regard to the subject matter herein, and supersede 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. These Terms and Conditions and the Participation Document, as applicable, shall be construed in accordance with the laws of the State of Minnesota.

6.9 Participation Status. Provider's participation in this Program does not change Provider's status as a non-participating provider in United's network for Medicare Advantage Benefit Plans. United will treat Provider as an out of network provider under all circumstances including, but not limited to, excluding Provider from all United Medicare Advantage Provider directories.

6.10 Non-Assignability. These Terms and Conditions will not be assigned, sublet, delegated or transferred by Provider without United's written consent. These Terms and Conditions may be assigned, sublet, delegated or transferred by United.

6.11 Severability. Any provision of these Terms and Conditions that is unlawful, invalid, or unenforceable by the binding decision of any court or administrative agency of competent jurisdiction shall not affect the validity or enforceability of the remaining provisions of these Terms and Conditions or the lawfulness, validity or enforceability of the offending provision in any other situation or jurisdiction.

6.12 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.

MEDICARE ADVANTAGE REGULATORY REQUIREMENTS APPENDIX

THIS MEDICARE ADVANTAGE REGULATORY REQUIREMENTS APPENDIX ("Appendix") supplements and is made part of the Medicare Advantage Primary Care Physician Incentive Program for Out of Network Providers Terms and Conditions (the "Terms and Conditions") between United and Provider.

SECTION 1
APPLICABILITY

This Appendix applies to the services performed by Provider pursuant to the Terms and Conditions as such services relate to the provision of Covered Services to Medicare Advantage Customers. In the event of a conflict between this Appendix and other appendices or any provision of the Terms and Conditions, the provisions of this Appendix shall control except: (1) as noted in Section 2 of this Appendix; or (2) as required by applicable law.

SECTION 2
DEFINITIONS

For purposes of this Appendix, the following terms shall have the meanings set forth below; provided, however, in the event any definition set forth in this Appendix is in conflict with any definition in the Terms and Conditions for the same or substantially similar term, the definition for such term in the Terms and Conditions shall control. All other capitalized terms not otherwise defined in this Appendix shall be as defined in the Terms and Conditions.

2.1 CMS Contract: A contract between the Centers for Medicare & Medicaid Services ("CMS") and a Medicare Advantage Organization for the provision of Medicare benefits pursuant to the Medicare Advantage Program under Title XVIII, Part C of the Social Security Act.

2.2 Covered Service: A health care service or product for which a Customer is entitled to receive coverage from a Payer, pursuant to the terms of the Customer's Benefit Plan with that Payer. A Covered Service may also be referred to as a health service or other similar term under the Agreement.

2.3 Cost Sharing: Those costs, if any, under a Benefit Plan that are the responsibility of the Customer, including deductibles, coinsurance, and copayments. Cost Sharing may also be referred to as patient expenses or other similar term under the Terms and Conditions.

2.4 Dual Eligible Customer: A Medicare Advantage Customer who is: (a) eligible for Medicaid; and (b) for whom the state is responsible for paying Medicare Part A and B Cost Sharing.

2.5 Medicare Advantage Benefit Plans: Benefit Plans sponsored, issued or administered by a Medicare Advantage Organization as part of the Medicare Advantage program or as part of the Medicare Advantage program together with the Prescription Drug program under Title XVIII, Part C and Part D, respectively, of the Social Security Act (as those program names may change from time to time).

2.6 Medicare Advantage Customer or MA Customer: A Customer eligible for and enrolled in a Medicare Advantage Benefit Plan in which Provider participates pursuant to the Terms and Conditions.

2.7 Medicare Advantage Organization or MA Organization: For purposes of this Appendix, MA Organization is either United or Payer.

2.8 Payer: An entity obligated to a Customer to provide reimbursement for Covered Services under the Customer's Benefit Plan and authorized by United to access Provider's services under the Agreement. A Payer may also be referred to as a payor, participating entity, or other similar term under the Terms and Conditions.

SECTION 3
PROVIDER REQUIREMENTS

3.1 Data. Provider shall submit to MA Organization all risk adjustment data as defined in 42 CFR § 422.310(a), and other Medicare Advantage program-related information as may be requested by MA Organization, within the timeframes specified and in a form that meets Medicare Advantage program requirements. By submitting data to MA Organization, Provider represents to MA Organization, and upon MA Organization's request Provider shall certify in writing, that the data is accurate, complete, and truthful, based on Provider's best knowledge, information, and belief.

3.2 Policies. Provider shall comply with MA Organization's policies and procedures to the extent communicated by the MA Organization to Provider.

3.3 Customer Protection. Provider agrees that in no event including, but not limited to, non-payment by MA Organization or an intermediary, insolvency of MA Organization or an intermediary, or breach by United of the Terms and Conditions, shall Provider bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from, or have any recourse against any MA Customer or person (other than MA Organization or an intermediary) acting on behalf of the MA Customer for Covered Services provided pursuant to the Terms and Conditions or for any other fees that are the legal obligation of MA Organization under the CMS Contract. For the purpose of this provision, an "intermediary" is a person or entity authorized to negotiate and execute the Terms and Conditions on behalf of Provider. In the event of MA Organization's or an intermediary's insolvency or other cessation of operations or termination of MA Organization's contract with CMS, Provider shall continue to provide Covered Services to an MA Customer through the later of the period for which premium has been paid to MA Organization on behalf of the MA Customer, or, in the case of an MA Customer who is hospitalized as of such period or date, the MA Customer's discharge.

This provision shall be construed in favor of the MA Customer, shall survive the termination of the Terms and Conditions regardless of the reason for termination, including MA Organization's insolvency, and shall supersede any contrary agreement, oral or written, between Provider and an MA Customer or the representative of an MA Customer if the contrary agreement is inconsistent with this provision.

3.4 Dual Eligible Customers. Provider agrees that in no event including, but not limited to, non-payment by a state Medicaid agency or other applicable regulatory authority, other state source, or breach by United of the Terms and Conditions, shall Provider bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from, or have any recourse against any Dual Eligible Customer, person acting on behalf of the Dual Eligible Customer, or MA Organization (unless notified otherwise) for Medicare Part A and B Cost Sharing. Instead, Provider will either: (a) accept payment made by or on behalf of MA Organization as payment in full; or (b) bill the appropriate state source for such Cost Sharing amount. If Provider imposes an excess charge on a Dual Eligible Customer, Provider is subject to any lawful sanction that may be imposed under Medicare or Medicaid.

3.5 Eligibility. Provider agrees to immediately notify MA Organization in the event Provider is or becomes excluded from participation in any federal health care program under Section 1128 or 1128A of the Social Security Act, or is or becomes included on the preclusion list under Part 422 of the Code of Federal Regulations. Provider shall not be eligible for payment from MA Organization after the date or during the time period specified by the applicable regulatory authorities. Provider also shall not employ or contract for the provision of health care services, utilization review, medical social work or administrative services, with or without compensation, with any individual or entity that is or becomes excluded from participation in any federal health care program under Section 1128 or 1128A of the Social Security Act or is or becomes included on the preclusion list under Part 422 of the Code of Federal Regulations. MA Customers shall not have any financial liability and Provider shall not pursue MA Customer for financial liability for services or items furnished by an individual or entity that is excluded from participation in any federal health care program under Section 1128 or 1128A of the Social Security Act or is included on the preclusion list under Part 422

of the Code of Federal Regulations. Provider shall be financially liable for those services or items after the date or during the time period specified by the applicable regulatory authorities.

3.6 Laws. Provider shall comply with all applicable federal and Medicare laws, regulations, and CMS instructions.

3.7 Federal Funds. Provider acknowledges and agrees that MA Organization receives federal payments under the CMS Contract and that payments Provider receives from or on behalf of MA Organization are, in whole or in part, from federal funds. Provider is therefore subject to certain laws that are applicable to individuals and entities receiving federal funds.

3.8 CMS Contract. Provider shall perform the services set forth in the Terms and Conditions in a manner consistent and compliant with MA Organization's contractual obligations under the CMS Contract.

3.9 Records.

(a) Privacy and Confidentiality; Customer Access. Provider shall safeguard MA Customer privacy and confidentiality including, but not limited to, the privacy and confidentiality of any information that identifies a particular MA Customer, and shall comply with all federal and state laws regarding confidentiality and disclosure of medical records or other health and enrollment information. Provider shall ensure that MA Customers have timely access to medical records and information that pertain to them, in accordance with applicable law.

(b) Retention. Provider shall maintain records and information related to the services provided under the Terms and Conditions including, but not limited to, MA Customer medical records and other health and enrollment information, in an accurate and timely manner. Provider shall maintain such records for the longer of the following periods:

(i) in the case of records containing information related to the medical loss ratio information reported to CMS by the MA Organization, including, for example, information related to incurred claims and quality improvement activities, at least ten (10) years from the date such medical loss ratio information is reported to CMS by the MA Organization, or

(ii) in the case of all other records, at least ten (10) years from the final date of the CMS Contract period in effect at the time the records were created, or such longer period as required by law.

(c) Government Access to Records. Provider acknowledges and agrees that the U.S. Department of Health and Human Services, the Comptroller General, or their designees shall have the right (directly or through the MA Organization) to audit, evaluate, collect, and inspect any pertinent books, contracts, computer or other electronic systems (including medical records and documentation), and other records and information of Provider related to the CMS Contract. Provider shall make available to its premises, physical facilities, and equipment, records relating to MA Customers and any additional relevant information CMS may require. This right shall extend through the longer of the time periods identified in subsection 3.9(b)(i) and (ii), or ten (10) years from date of completion of any audit, whichever is later in time.

(d) MA Organization Access to Records. Provider shall grant MA Organization or its designees such audit, evaluation, collection and inspection rights identified in subsection 3.9(c) as are necessary for MA Organization to comply with its obligations under the CMS Contract. Whenever possible, MA Organization will give Provider reasonable notice of the need for such audit, evaluation, collection, or inspection, and will conduct such audit, evaluation, collection, or inspection at a reasonable time and place. Provider shall submit medical records of MA Customers to the MA Organization as may be requested, within the timeframes specified, for (i) the purpose of CMS audits of risk adjustment data, and (ii) other purposes medical records from providers are used by MA Organization, as specified by CMS.

3.10 Subcontracts. If Provider has any arrangements, in accordance with the terms of the Terms and Conditions, with affiliates, subsidiaries, or any other subcontractors, directly or through another person or entity, to perform any of the services Provider is obligated to perform under the Terms and Conditions that

are the subject of this Appendix, Provider shall ensure that all such arrangements are in writing, duly executed, and include all the terms contained in this Appendix. Provider shall provide proof of such to MA Organization upon request. Provider further agrees to promptly amend its agreements with such subcontractors, in a manner consistent with the changes made to this Appendix by MA Organization, to meet any additional CMS requirements that may apply to the services.

3.12 Offshoring. All services provided pursuant to the Terms and Conditions that are subject to this Appendix and that involve MA Customer's protected health information ("PHI") must be performed within the United States, the District of Columbia, or the United States territories, unless Provider previously notifies MA Organization in writing and submits required offshoring information to, and receives approval from, MA Organization.

SECTION 4
OTHER

4.1 Regulatory Amendment. MA Organization may unilaterally amend this Appendix to comply with applicable laws and regulations and the requirements of applicable regulatory authorities including, but not limited to, CMS. MA Organization shall provide written or electronic notice to Provider of such amendment and its effective date. Unless such laws, regulations, or regulatory authority(ies) direct otherwise, the signature of Provider will not be required in order for the amendment to take effect.