**Ancillary Provider Participation Agreement**

This Agreement is entered into by and between UnitedHealthcare Insurance Company, contracting on behalf of itself, UnitedHealthcare of Ohio, Inc., UnitedHealthcare Community Plan of Ohio, Inc. and the other entities that are United's Affiliates (collectively referred to as "United") and ___________ ("Facility").

This Agreement is effective on the later of the following dates (the "Effective Date"):

i) ____________, ___ or

ii) the first day of the first calendar month that begins at least 30 days after the date when this Agreement has been executed by all parties.

Through contracts with physicians and other providers of health care services, United maintains one or more networks of providers that are available to Customers. Facility is a provider of health care services.

United wishes to arrange to make Facility's services available to Customers. Facility wishes to provide those services, under the terms and conditions set forth in this Agreement.

The parties therefore enter into this Agreement.

## Article I
## Definitions

The following terms when used in this Agreement have the meanings set forth below:

**1.1** **Benefit Plan** means a certificate of coverage, summary plan description, or other document or agreement, whether delivered in paper or electronic format, under which a Payer is obligated to provide coverage of Covered Services for a Customer.

**1.2** **Covered Service** is 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.

**1.3** **Customary Charge** is the fee for health care services charged by Facility that does not exceed the fee Facility would ordinarily charge another person regardless of whether the person is a Customer.

**1.4** **Customer** is a person eligible and enrolled to receive coverage from a Payer for Covered Services.

**1.5** **Payment Policies** are the guidelines adopted by United for calculating payment of claims to facilities (including claims of Facility under this Agreement). The Payment Policies operate in conjunction with the specific reimbursement rates and terms set forth in the Payment Appendix or Payment Appendices to this Agreement. The Payment Policies may change from time to time as discussed in section 5.1 of this Agreement.

**1.6** **Payer** is an entity obligated to a Customer to provide reimbursement for Covered Services under the Customer's Benefit Plan, and authorized by United to access Facility's services under this Agreement.

1.7 **Protocols** are the programs and administrative procedures adopted by United or a Payer to be followed by Facility in providing services and doing business with United and Payers under this Agreement. These Protocols may include, among other things, credentialing and recredentialing processes, utilization management and care management processes, quality improvement, peer review, Customer grievance, or concurrent review. The Protocols may change from time to time as discussed in section 4.4 of this Agreement.

1.8 **United's Affiliates** are those entities controlling, controlled by, or under common control with UnitedHealthcare Insurance Company.

## Article II
## Representations and Warranties

2.1 **Representations and warranties of Facility**. Facility, by virtue of its execution and delivery of this Agreement, represents and warrants as follows:

i) Facility is a duly organized and validly existing legal entity in good standing under the laws of its jurisdiction of organization.

ii) Facility has all requisite corporate power and authority to conduct its business as presently conducted, and to execute, deliver and perform its obligations under this Agreement. The execution, delivery and performance of this Agreement by Facility have been duly and validly authorized by all action necessary under its organizational documents and applicable corporate law. This Agreement has been duly and validly executed and delivered by Facility and (assuming the due authorization, execution and delivery of this Agreement by United) constitutes a valid and binding obligation of Facility, enforceable against Facility in accordance with its terms, except as enforceability may be limited by the availability of equitable remedies or defenses and by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally.

iii) The execution, delivery and performance of this Agreement by Facility do not and will not violate or conflict with (a) the organizational documents of Facility, (b) any material agreement or instrument to which Facility is a party or by which Facility or any material part of its property is bound, or (c) applicable law.

iv) Facility has obtained and holds all registrations, permits, licenses, and other approvals and consents, and has made all filings, that it is required to obtain from or make with all governmental entities under applicable law in order to conduct its business as presently conducted and to enter into and perform its obligations under this Agreement.

v) Facility has been given an opportunity to review the Protocols and Payment Policies. See the Additional Manuals Appendix for additional information regarding the Protocols and Payment Policies applicable to Customers enrolled in certain Benefit Plans.

vi) Each submission of a claim by Facility pursuant to this Agreement constitutes the representation and warranty by it to United that (a) it has complied with the requirements of this Agreement with respect to the Covered Services involved and the submission of the claim, (b) the charge amount set forth on the claim is the Customary Charge and (c) the claim is a valid claim.

**2.2 Representations and warranties of United.** United, by virtue of its execution and delivery of this Agreement, represents and warrants as follows:

i) United is a duly organized and validly existing legal entity in good standing under the laws of its jurisdiction of organization.

ii) United has all requisite corporate power and authority to conduct its business as presently conducted, and to execute, deliver and perform its obligations under this Agreement. The execution, delivery and performance of this Agreement by United have been duly and validly authorized by all action necessary under its organizational documents and applicable corporate law. This Agreement has been duly and validly executed and delivered by United and (assuming the due authorization, execution and delivery of this Agreement by Facility) constitutes a valid and binding obligation of United, enforceable against United in accordance with its terms, except as enforceability may be limited by the availability of equitable remedies or defenses and by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally.

iii) The execution, delivery and performance of this Agreement by United do not and will not violate or conflict with (a) the organizational documents of United, (b) any material agreement or instrument to which United is a party or by which United or any material part of its property is bound, or (c) applicable law.

iv) United has obtained and holds all registrations, permits, licenses, and other approvals and consents, and has made all filings, that it is required to obtain from or make with all governmental entities under applicable law in order to conduct its business as presently conducted and to enter into and perform its obligations under this Agreement.

## Article III
## Applicability of this Agreement

**3.1 Facility's services.**

i) This Agreement applies to Covered Services provided at Facility's service locations set forth in Appendix 1. If the service location is not listed in Appendix 1, this section 3.1 and this Agreement should nevertheless be understood as applying to the actual service locations that existed when this Agreement was executed, rather than to a billing address, post office box, or any other address set forth in Appendix 1.

In the event Facility begins providing services at other service locations, at new types of facilities, or under other Taxpayer Identification Number(s), those additional Taxpayer Identification Numbers, new types of facilities or locations, will become subject to this Agreement only upon the written agreement of the parties. This subsection 3.1(i) applies to cases when Facility adds the location itself (such as through new construction or through conversion of a free-standing location to provider-based), and when Facility acquires, merges or comes under common ownership with an existing provider that was not already under contract with United or one of United's Affiliates to participate in a network of health care providers. For purposes of this section 3.1, "new types of facilities" include any type of health care provider other than _________________.

***Substitute (for Lab or SNF only):*** *Replace section 3.1(i) above with the following:*

**3.1 Facility's services.**

i) This Agreement applies to Covered Services provided at Facility's service locations set forth in Appendix 1. If the service location is not listed in Appendix 1, this section 3.1 and this Agreement should nevertheless be understood as applying to the actual service locations that existed when this Agreement was executed, rather than to a billing address, post office box, or any other address set forth in Appendix 1.

In the event Facility begins providing services at other service locations, or under other Taxpayer Identification Number(s), those additional Taxpayer Identification Numbers, or locations will become subject to this Agreement only upon the written agreement of the parties. This subsection 3.1(i) applies to cases when Facility adds the location itself (such as through new construction or through conversion of a free-standing location to provider-based), and when Facility acquires, merges or comes under common ownership with an existing provider that was not already under contract with United or one of United's Affiliates to participate in a network of health care providers.

ii) In the event Facility acquires or is acquired by, merges with, or otherwise becomes affiliated with another provider of health care services that is already under contract with United or one of United's Affiliates to participate in a network of health care providers, the payment rates for each of Facility's locations specified in this Agreement and the payment rates for the other provider will be (a) the rates set forth in the other agreement, or (b) the rates set forth in the applicable Payment Appendix to this Agreement, as decided by United with written notice to Facility.

iii) Facility will not transfer all or some of its assets to any other entity during the term of this Agreement, with the result that all or some of the Covered Services subject to this Agreement will be rendered by the other entity rather than by Facility, without the express written agreement of United. This subsection 3.1(iii) applies to arrangements under which another provider leases space from Facility after the Effective Date of this Agreement, so that Covered Services that were subject to this Agreement as of the Effective Date of this Agreement are rendered instead by another provider after the lease takes place.

**3.2 Payers and Benefit Plans.** United may allow Payers to access Facility's services under this Agreement for certain Benefit Plans, as described in Appendix 2. Appendix 2 may be modified by United upon 30 days written or electronic notice.

Section 8.3 of this Agreement will apply to Covered Services provided to Customers covered by Benefit Plans that are added to the list in Appendix 2 of Benefit Plans excluded from this Agreement as described above.

**3.3 Patients who are not Customers.** This Agreement does not apply to services rendered to patients who are not Customers at the time the services were rendered. Section 6.6 of this Agreement addresses circumstances in which claims for services rendered to those patients are inadvertently paid.

**3.4 Health care.** This Agreement and Customer Benefit Plans do not dictate the health care provided by Facility, or govern Facility's determination of what care to provide its patients, even if those

patients are Customers. The decision regarding what care is to be provided remains with Facility and with Customers and their physicians, and not with United or any Payer.

***LAB Substitute**: Replace the above with the following:*

**3.4 Health care.** This Agreement and Customer Benefit Plans do not dictate the health care provided by Facility. The decision regarding what care is to be provided remains with Customers and their physicians, and not with United or any Payer.

**3.5 Communication with Customers.** Nothing in this Agreement is intended to limit Facility's right or ability to communicate fully with a Customer and the Customer's physician regarding the Customer's health condition and treatment options. Facility is free to discuss all treatment options without regard to whether or not a given option is a Covered Service. Facility is free to discuss with a Customer any financial incentives Facility may have under this Agreement, including describing at a general level the payment methodologies contained in this Agreement. Facility may also assist a Customer in estimating the cost of a given Covered Service.

***Additional – Emergency Transport Services only:***

**[3.6 Services rendered by a Facility that is a provider of emergency transport and other related health care services.** The following provisions of this Agreement do not apply to services rendered by Facility that is a provider of emergency transport and other related health care services when taking Customer to the nearest emergency facility in an emergent situation in order for Customer to be stabilized and to receive screening examinations:

i) the requirement in section 6.5(ii) that Facility first obtain the Customer's written consent in order to seek and collect payment from a Customer for non-covered services (however, Facility will obtain the Customer's consent as soon as it is reasonable to do so consistent with Facility's legal obligations regarding the provision of emergency transport and other related health care services when taking Customer to the nearest emergency facility in an emergent situation in order for Customer to be stabilized and to receive screening examinations and then, only if the consent is not obtained by the admissions personnel of the emergency facility to which the Customer is brought);

ii) the statement in section 3.4 that the decision regarding what care is to be provided remains with Facility and with Customers and their physicians. Instead the decision regarding what care is to be provided remains with Facility and with Customers to the extent they are able to discuss the care to be provided by Facility;

iii) the requirements in section 4.3; however, Facility will provide services 24 hours per day, seven days per week;

iv) sections 4.4(i) and 4.4(ii);

v) the requirement in section 4.9 that Facility obtain the Customer's consent to authorize Facility to provide access to requested information or records as contemplated in section 4.10 (however, Facility will obtain the Customer's consent as soon as it is reasonable to do so consistent with Facility's legal obligations regarding the provision of emergency transport and other related health care services when taking Customer to the nearest emergency facility in an emergent situation in order for Customer to be stabilized and to receive screening examinations and then, only if the Facility keeps medical records);

vi) the requirements in section 4.10 regarding medical records (but only if Facility does not keep medical records because medical records are instead kept by the emergency facility to which the Customer is brought);

vii) the requirements in section 4.11 regarding certain quality data (but only if Facility does not collect and review that quality data because the collection and review of that quality data is instead done by the emergency facility to which the Customer is brought);

viii) the requirement in section 6.6 that, prior to rendering services, Facility ask the patient to present his or her Customer identification card (however, Facility will ask patient to present his or her Customer identification card as soon as it is reasonable to do so consistent with Facility's legal obligations regarding the provision of emergency transport and other related health care services when taking Customer to the nearest emergency facility in an emergent situation in order for Customer to be stabilized and to receive screening examinations and then, only if the role is not instead played by the admissions personnel of the emergency facility to which the Customer is brought).]

## Article IV
## Duties of Facility

**4.1 Provide Covered Services**. Facility will provide Covered Services to Customers. Facility must be in compliance with section 2.1(iv) of this Agreement and, to the extent Facility is subject to credentialing by United, Facility must be credentialed by United or its delegate prior to furnishing any Covered Services to Customers under this Agreement.

**4.2 Nondiscrimination.** Facility will not discriminate against any patient, with regard to quality of service or accessibility of services, on the basis that the patient is a Customer.

**4.3 Accessibility.** At a minimum, Facility will be open during normal business hours, Monday through Friday.

**4.4 Cooperation with Protocols**. Facility will cooperate with and be bound by United's and Payers' Protocols. The Protocols include but are not limited to all of the following:

i) For non-emergency Covered Services, Facility will assist Customers to maximize their benefits by referring or directing Customers only to other providers that participate in United's network, except as authorized by United through United's process for approving out-of-network services for in-network benefits.

ii) As further described in the Protocols, Facility will provide notification and participate in utilization management programs regarding certain Covered Services, accept and return telephone calls from United staff, and respond to United requests for clinical information as required by United or Payer.

***SNF Only Additional:***

[iii) Facility will make reasonable commercial efforts to assure that all Facility-based physician groups participate in United's network as long as this Agreement is in effect.

In the event that a Facility-based physician group is not a participating provider with United, Facility's Chief Financial Officer or equivalent senior level officer ("Facility

Representative") will assist United in its efforts to negotiate an agreement with that group. Upon request by United, Facility Representative will:

a) meet with Facility-based physician group to encourage participation and require exchange of proposals. Facility Representative will provide United with meeting minutes within 15 days after the meeting. Meeting minutes will include a summary of the key discussion points and an outline of any actionable resolution options deemed by Facility Representative.

b) write letter(s) to Facility-based physician group encouraging the group to negotiate in good faith with United. The letter will also outline any contractual requirements in the agreement between Facility and Facility-based physician group that requires Facility-based physician group to negotiate in good faith with third party payers, or participate in third party payer networks, and any other provisions related to Facility-based physician group's participation with third party payers.

c) invoke any applicable penalties or other contractual terms in its agreement with Facility-based physician group related to its non-participating status with a third party payer.

d) allow independent legal counsel (mutually agreeable to all relevant parties) to review Facility's agreement with the Facility-based physician group to ensure Facility is fully invoking all the relevant terms and conditions of that agreement to require or promote Facility-based physician group's participation status with United.

United will negotiate with Facility-based physician groups in good faith. United has no responsibility for the credentialing of any employed or sub-contracted Facility-based provider.]

***Alternate 3 for SNF only**: Delete section 4.4(iii) in its entirety*

The Protocols will be made available to Facility online or upon request. Some or all Protocols also may be disseminated in the form of an administrative manual or guide or in other communications. Currently, the Protocols may be found at www.UHCprovider.com. United will notify Facility of any changes in the location of the Protocols.

United may change the Protocols from time to time. United will use reasonable commercial efforts to inform Facility at least 30 days in advance of any material changes to the Protocols. United may implement changes in the Protocols without Facility's consent if the change is applicable to all or substantially all facilities of the same type and in the same state as Facility (as used in this sentence, examples of a type of facility are an inpatient hospital, SNF, rehab hospital, or ambulatory surgery center). Otherwise, changes to the Protocols proposed by United to be applicable to Facility are subject to the terms of section 9.2 of this Agreement applicable to amendments.

**4.5 Employees and subcontractors.** Facility will assure that its employees, affiliates and any individuals or entities subcontracted by Facility to render services in connection with this Agreement adhere to the requirements of this Agreement. The use of employees, affiliates or subcontractors to render services in connection with this Agreement will not limit Facility's obligations and accountability under this Agreement with regard to these services. Facility affiliates are those entities that control, are controlled by or are under common control with Facility.

**4.6 Licensure.** Facility will maintain, without material restriction, such licensure, registration, and permits as are necessary to enable Facility to lawfully perform this Agreement.

**4.7 Liability insurance.** Facility will procure and maintain liability insurance. Except to the extent coverage is a state mandated placement, Facility's coverage must be placed with responsible, financially sound insurance carriers authorized or approved to write coverage in the state in which the Covered Services are provided. Facility's liability insurance must be, at a minimum, of the types and in the amounts set forth below. Facility's medical malpractice insurance must be either occurrence or claims made with an extended period reporting option. Prior to the Effective Date of this Agreement and within 10 days of each policy renewal thereafter, Facility will submit to United in writing evidence of insurance coverage.

| TYPE OF INSURANCE | MINIMUM LIMITS |
|---|---|
| Medical malpractice and/or professional liability insurance | Five Million Dollars ($5,000,000.00) per occurrence and aggregate |
| Commercial general and/or umbrella liability insurance | Five Million Dollars ($5,000,000.00) per occurrence and aggregate |

***Substitute Table for SNF Contracts:*** *replace table above with following table:*

| TYPE OF INSURANCE | MINIMUM LIMITS |
|---|---|
| Medical malpractice and/or professional liability insurance | One Million Dollars ($1,000,000.00) per occurrence and Three Million Dollars ($3,000,000.00) aggregate |
| Commercial general and/or umbrella liability insurance | One Million Dollars ($1,000,000.00) per occurrence and aggregate |

In lieu of purchasing the insurance coverage required in this section, Facility may, with the prior written approval of United, self-insure its medical malpractice and/or professional liability, as well as its commercial general liability. Facility will maintain a separate reserve for its self-insurance. Prior to the Effective Date, Facility will provide a statement, verified by an independent auditor or actuary, that its reserve funding levels and process of funding appears adequate to meet the requirements of this section and fairly represents the financial condition of the fund. Facility will provide a similar statement during the term of this Agreement upon United's request, which will be made no more frequently than annually. Facility will assure that its self-insurance fund will comply with applicable laws and regulations.

**4.8 Notice by Facility.** Facility will give notice to United within 10 days after any event that causes Facility to be out of compliance with section 4.6 or 4.7 of this Agreement, or of any change in Facility's name, ownership, control, or Taxpayer Identification Number.

In addition, Facility will give written notice to United 45 days prior to the effective date of changes in existing remit address(es) and other demographic information.

***Lab Substitute:***

**4.8 Notice by Facility.** Facility will give notice to United within 10 days after any event that causes Facility to be out of compliance with section 4.6 or 4.7 of this Agreement, or of any change in Facility's name, ownership, control, or Taxpayer Identification Number.

In addition, Facility will give written notice to United 45 days prior to the effective date of changes in existing remit address(es) and other demographic information.

United shall have the right to terminate this Agreement upon ten (10) days written notice to Facility in the event there is any change in the controlling interest of Facility modifying the percentage ownership interest outlined in Exhibit [1][2] to this Agreement.

**4.9 Customer consent to release of medical record information.** Facility will obtain any Customer consent required in order to authorize Facility to provide access to requested information or records as contemplated in section 4.10 of this Agreement, including copies of the Facility's medical records relating to the care provided to Customer.

***LAB Substitute****: Do not include section 4.9 when contracting with a reference laboratory. Replace the above 4.9 with the following:*

**[4.9** This section is intentionally left blank.]

**4.10 Maintenance of and access to records**. Facility will maintain medical, financial and administrative records related to Covered Services rendered by Facility under this Agreement, including claims records, for at least 6 years following the end of the calendar year during which the Covered Services are provided, unless a longer retention period is required by applicable law.

Facility will provide access to these records as follows:

i) to United or its designees, in connection with United's utilization management, quality assurance and improvement and for claims payment, health care operations and other administrative obligations, including reviewing Facility's compliance with the terms and provisions of this Agreement and appropriate billing practice. Facility will provide access during ordinary business hours within fourteen days after a request is made, except in cases of a United billing audit involving an allegation of fraud or abuse or the health and safety of a Customer (in which case, access must be given within 48 hours after the request) or of an expedited Customer appeal or grievance (in which case, access will be given so as to enable United to reasonably meet the timelines for determining the appeal or grievance). If records are requested to adjudicate a claim or to make a decision regarding a request for correction under 6.10, or regarding an appeal, Facility will provide copies of the requested records within fourteen days after the request is made; and

ii) to agencies of the government, in accordance with applicable law, to the extent that access is necessary to comply with regulatory requirements applicable to Facility, United, or Payers.

Facility will cooperate with United on a timely basis in connection with any such record request including, among other things, in the scheduling of and participation in an interview to review findings, within 30 days after United's request.

If such information and records are requested by United, Facility will provide copies of the records free of charge**.**

**4.11 Access to data.** Facility represents that in conducting its operations, it collects and reviews certain quality data relating to care rendered by Facility that is reported in a manner which has been validated by a third party as having a clear, evidence-based link to quality or safety (e.g., AHRQ standards) or which has been created by employer coalitions as proxies for quality (e.g., Leapfrog standards).

United recognizes that Facility has the sole discretion to select the metrics which it will track from time to time and that Facility's primary goal in so tracking is to advance the quality of patient care. If the information that Facility chooses to report on is available in the public domain in a format that includes all data elements required by United, United will obtain quality information directly from the source to which Facility reported. If the Facility does not report metrics in the public domain, on a quarterly basis, Facility will share these metrics with United as tracked against a database of all discharged, commercial patients (including patients who are not United customers). United may publish this data to entities to which United renders services or seeks to render services, and to Customers.

***SNF substitute:***

**4.11 Access to data.** Facility will collect and provide to United aggregate, de-identified quality data relating to care rendered at the Facility for United's use in responding to requests for such data from recognized employer coalitions (e.g., Leapfrog) or other recognized organizations that focus on quality of care. Facility will also provide such data to United that Facility provides to other third parties, such as other insurers, employer coalitions, government agencies, and accrediting bodies.

**4.12 Compliance with law**. Facility will comply with applicable regulatory requirements, including but not limited to those relating to confidentiality of Customer medical information.

**4.13 Electronic connectivity.** When made available by United, Facility will do business with United electronically. Facility will use www.UHCprovider.com to check eligibility status, claims status, and submit requests for claims adjustment for products supported by www.UHCprovider.com or other online resources as supported for additional products. Facility will use www.UHCprovider.com for additional functionalities (for instance, notification of admission) after United informs Facility that these functionalities have become available for the applicable Customer.

**4.14 Implementation of patient safety programs.** Facility will implement quality programs recommended by nationally recognized independent third parties on a reasonably prompt basis.

***SNF Substitute:*** *Delete section 4.14.*

***Additional (medical device manufacturer only)****:*

**[4.15 Warranty and liability.** Facility will provide United with a copy of its manufacturer's warranty for any product provided under this Agreement which is listed in the Manufacturer's Warranty Appendix to this Agreement. The warranty must state that the beneficiary of the warranty is United and the end user, i.e. Customer.

Facility will indemnify, defend and hold harmless United, and Payers, and each of their respective officers, directors, employees, and shareholders (each an "Indemnitee") from, against and in respect of all demands, claims, actions, assessments, losses, damages, liabilities, interest and penalties, costs and expenses (including, without limitation, reasonable legal fees and disbursements)

resulting from, arising out of, or imposed upon or incurred by any Indemnitee hereunder by reason of (i) any breach of the manufacturer's warranty for a product provided under this Agreement, and (ii) any liability, claim or expense, including but not limited to reasonable attorneys' fees and medical expenses, arising in whole or in part out of claims of any and all third parties for personal injury or loss of or damage to property arising out of the design, materials or workmanship of the products provided under this Agreement, whether based on strict liability in tort, negligent manufacture of product, or any other allegation of liability arising from the design, testing, manufacture, packaging, or labeling (including instructions for use) of the products provided under this Agreement.]

*Additional Language:*
**[4.15] [4.16] [Service Standards.** Facility will comply with the additional requirements in the attached Service Standards Exhibit.]

## Article V
## Duties of United and Payers

**5.1 Payment of claims.** As described in further detail in Article VI of this Agreement, Payers will pay Facility for rendering Covered Services to Customers. United will make its Payment Policies available to Facility online or upon request. United may change its Payment Policies from time to time, and will make information available describing the change.

***SNF Only Additional Language:***
United may amend this Agreement to add or modify contract rates for particular Benefit Plans ("Payment Terms Amendment"), upon 90 days prior written notice to Facility. Facility's signature is not required to make the Payment Terms Amendment effective. However, Facility may at that time elect not to participate in the impacted Benefit Plans, by sending written notice to United at the address set forth on the signature page of this Agreement, within 30 days after Facility's receipt of that Payment Terms Amendment.

**5.2 Liability insurance.** United will procure and maintain professional and general liability insurance, as United reasonably determines may be necessary to protect United and United's employees against claims, liabilities, damages or judgments that arise out of services provided by United or United's employees under this Agreement.

**5.3 Licensure.** United will maintain, without material restriction, such licensure, registration, and permits as are necessary to enable United to lawfully perform this Agreement.

**5.4 Notice by United.** United will give written notice to Facility within 10 days after any event that causes United to be out of compliance with section 5.2 or 5.3 of this Agreement, or of any change in United's name, ownership, control, or Taxpayer Identification Number. This section does not apply to changes of ownership or control that result in United being owned or controlled by an entity with which it was already affiliated prior to the change.

**5.5 Compliance with law.** United will comply with applicable regulatory requirements, including but not limited to those relating to confidentiality of Customer medical information and those relating to prompt payment of claims, to the extent those requirements are applicable.

**5.6 Electronic connectivity.** United will do business with Facility electronically by providing eligibility status, claims status, and accepting requests for claim adjustments, for those Benefit

Plans supported by www.UHCprovider.com. United will communicate enhancements in www.UHCprovider.com functionality as they become available, as described in section 4.13 of this Agreement, and will make information available as to which Benefit Plans are supported by www.UHCprovider.com.

**5.7 Employees and subcontractors.** United will assure that its employees, affiliates and any individuals or entities subcontracted by United to render services in connection with this Agreement adhere to the requirements of this Agreement. The use of employees, affiliates or subcontractors to render services in connection with this Agreement will not limit United's obligations and accountability under this Agreement with regard to those services.

## Article VI
## Submission, Processing, and Payment of Claims

**6.1 Form and content of claims.** Facility must submit claims for Covered Services as described in the Protocols, using current, correct and applicable coding.

**6.2 Electronic filing of claims.** Within six months after the Effective Date of this Agreement, Facility will use electronic submission for all of its claims under this Agreement that United is able to accept electronically.

**6.3 Time to file claims.** Unless a longer timeframe is required under applicable law, all information necessary to process a claim must be received by United no more than 90 days from the date of discharge or from the date outpatient Covered Services are rendered. If Payer is not the primary payer, and Facility is pursuing payment from the primary payer, the timely filing limit will begin on the date Facility receives the claim response from the primary payer.

In the event United requests additional information in order to process a claim, Facility will provide that additional information within 90 days of United's request, unless a longer timeframe is required under applicable law.

**6.4 Payment of claims for Covered Services.** Payer will pay claims for Covered Services as further described in the applicable Payment Appendix to this Agreement and in accordance with Payment Policies.

Claims for Covered Services subject to coordination of benefits will be paid in accordance with the Customer's Benefit Plan and applicable state and federal law.

The obligation for payment under this Agreement is solely that of Payer, and not that of United unless United is the Payer.

**6.5 Denial of claims for not following Protocols, for not filing timely, for Services not Covered under the Customer's Benefit Plan, or for lack of medical necessity.**

i) **Non-compliance with Protocol.** Payment may be denied in whole or in part if Facility does not comply with a Protocol or does not file a timely claim as required under section 6.3 of this Agreement.

In the event payment is denied under this subsection 6.5(i) for Facility's failure to file a timely claim or to comply with a Protocol regarding notification or regarding lack of

coverage approval on file, Facility may request reconsideration of the denial, and the denial under this subsection (i) will be reversed if Facility can show that, at the time the Protocols required notification or prior authorization, or at the time the claim was due:

- Facility did not know and was unable to reasonably determine that the patient was a Customer, and
- Facility took reasonable steps to learn that the patient was a Customer, and
- Facility promptly submitted a claim after learning the patient was a Customer.

A claim denied under this subsection (i) is also subject to denial for other reasons permitted under the Agreement; reversal of a denial under this subsection (i) does not preclude United from upholding a denial for one of these other reasons.

ii) **Non-Covered Services.** Services not covered under the applicable Benefit Plan are not subject to the rates or discounts of this Agreement. Facility may seek and collect payment from a Customer for such services (provided that Facility obtained the Customer's written consent).

iii) **Denials for lack of medical necessity through the prior authorization process.** If a service would otherwise be a Covered Service, but is not a Covered Service under the applicable Benefit Plan because it is determined through the prior authorization process to not meet the Benefit Plan's requirement of medical necessity, as defined in the Benefit Plan or applicable law (or not meet a similar concept in the Benefit Plan, such as not being consistent with nationally recognized scientific evidence as available, or not being consistent with prevailing medical standards and clinical guidelines), Facility may seek or collect payment from the Customer but only if, prior to receiving the service, the Customer had knowledge of the determination of non-coverage and specifically agreed in writing to be responsible for payment of those charges.

**6.6 Retroactive correction of information regarding whether patient is a Customer.** Prior to rendering services, Facility will ask the patient to present his or her Customer identification card. In addition, Facility may contact United to obtain the most current information available to United on the patient's status as a Customer.

However, such information provided by United is subject to change retroactively, under the following circumstances, (i) if United has not yet received information that an individual is no longer a Customer; (ii) if the individual's Benefit Plan is terminated retroactively for any reason including, but not limited to, non-payment of premium; (iii) as a result of the Customer's final decision regarding continuation of coverage pursuant to state and federal laws; or (iv) if eligibility information United receives is later proven to be false.

If Facility provides health care services to an individual, and it is determined that the individual was not a Customer at the time the health care services were provided, those services will not be eligible for payment under this Agreement and any claims payments made with regard to those services may be recovered as overpayments under the process described in section 6.10 of this Agreement. Facility may then directly bill the individual, or other responsible party, for those services.

**6.7 Payment under this Agreement is payment in full.** Payment as provided under section 6.4 of this Agreement, together with any co-payment, deductible or coinsurance for which the Customer is responsible under the Benefit Plan, is payment in full for a Covered Service. Facility will not seek to recover, and will not accept, any payment from Customer, United, Payer or anyone acting

on their behalf, in excess of payment in full as provided in this section 6.7, regardless of whether that amount is less than Facility's billed charge or Customary Charge.

**6.8 Customer hold harmless.** Facility will not bill or collect payment from the Customer, or seek to impose a lien, for the difference between the amount paid under this Agreement and Facility's billed charge or Customary Charge, or for any amounts denied or not paid under this Agreement due to:

i) Facility's failure to comply with the Protocols,

ii) Facility's failure to file a timely claim,

iii) Payer's Payment Policies,

iv) inaccurate or incorrect claim processing,

v) insolvency or other failure by Payer to maintain its obligation to fund claims payments, if Payer is United, or is an entity required by applicable law to assure that its Customers not be billed in these circumstances, or

vi) a denial based on lack of medical necessity or based on consistency with nationally recognized scientific evidence as available, and prevailing medical standards and clinical guidelines, except as provided in section 6.5 of this Agreement.

This obligation to refrain from billing Customers applies even in those cases in which Facility believes that United or Payer has made an incorrect determination. In such cases, Facility may pursue remedies under this Agreement against United or Payer, as applicable, but must still hold the Customer harmless.

In the event of a default by a Payer other than those Payers covered by clause (v) of this section 6.8, Facility may seek payment directly from the Payer or from Customers covered by that Payer. However, Facility may do so only if it first inquires in writing to United as to whether the Payer has defaulted and, in the event that United confirms that Payer has defaulted (which confirmation will not be unreasonably withheld), Facility then gives United 15 days prior written notice of Facility's intent to seek payment from Payer or Customers. For purposes of this paragraph, a default is a systematic failure by a Payer to fund claims payments related to Customers covered through that Payer; a default does not occur in the case of a dispute as to whether certain claims should be paid or the amounts that should be paid for certain claims.

This section 6.8 and section 6.7 will survive the termination of this Agreement, with regard to Covered Services rendered prior to when the termination takes effect.

**6.9 Consequences for failure to adhere to Customer protection requirements.** If Facility collects payment from, brings a collection action against, or asserts a lien against a Customer for Covered Services rendered (other than for the applicable co-payment, deductible or coinsurance), contrary to section 6.7 or 6.8 of this Agreement, Facility will be in breach of this Agreement. This section 6.9 will apply regardless of whether Customer or anyone purporting to act on Customer's behalf has executed a waiver or other document of any kind purporting to allow Facility to collect such payment from Customer.

In the event of such a breach, Payer may deduct, from any amounts otherwise due Facility, the amount wrongfully collected from Customers, and may also deduct an amount equal to any costs or expenses incurred by the Customer, United or Payer in defending the Customer and otherwise enforcing sections 6.7 through 6.9 of this Agreement. Any amounts deducted by Payer in accordance with this provision will be used to reimburse the Customer and to satisfy any costs incurred. The remedy contained in this paragraph does not preclude United from invoking any other remedy for breach that may be available under this Agreement.

**6.10 Correction of claims payments.** If Facility does not seek correction of a given claim payment or denial by giving notice to United within 12 months after the claim was initially processed, it will have waived any right to subsequently seek such correction under this section 6.10, or through dispute resolution under Article VII of this Agreement or in any other forum.

Facility will repay overpayments within 30 days of written or electronic notice of the overpayment. Facility will promptly report any credit balance that it maintains with regard to any claim overpayment under this Agreement, and will return the overpayment to United within 30 days after posting it as a credit balance.

Recovery of overpayments may be accomplished by offsets against future payments.

## Article VII
## Dispute Resolution

The parties will work together in good faith to resolve any and all disputes between them ("Disputes") including but not limited to the existence, validity, scope or termination of this Agreement or any term thereof, and all questions of arbitrability, with the exception of any question regarding the availability of class arbitration or consolidated arbitration, which is expressly waived below. Disputes also include any dispute in which Facility is acting as the assignee of one or more Customer. In such cases, Facility agrees that the provisions of this Article VII will apply, including without limitation the requirement for arbitration.

If the Dispute pertains to a matter which is generally administered by certain United procedures, such as a credentialing or quality improvement plan, the policies and procedures set forth in that plan must be fully exhausted by Facility before Facility may invoke any right to arbitration under this Article VII. For Disputes regarding payment of claims, a party must have timely initiated, and completed, the claim reconsideration and appeal process as set forth in the Administrative Guide in order to initiate the Dispute process.

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 may do so only by submitting the Dispute to binding arbitration conducted by the American Arbitration Association ("AAA") in accordance with the AAA Healthcare Payor Provider Arbitration Rules, as they may be amended from time to time (see http://www.adr.org), except that, in any case involving a Dispute in which a party seeks an award of $1,000,000 or greater or seeks termination of this Agreement, a panel of three arbitrators will be used; a single arbitrator cannot award $1,000,000 or more or order that this Agreement is terminated. The arbitrator(s) will be selected from the AAA National Healthcare Roster (as described in the AAA Healthcare Payor Provider Arbitration Rules) or the AAA's National Roster of Arbitrators (as described the AAA Commercial Arbitration Rules and Mediation Procedures). Unless otherwise agreed to in writing by the parties, if the party wishing to pursue the Dispute does not initiate the arbitration within one year after the date on which written notice of the Dispute was given, or, for Disputes subject to the

procedures or processes described in the previous paragraph, within one year after the completion of the applicable procedure or process, it will have waived its right to pursue the Dispute in any forum.

Any arbitration proceeding under this Agreement will be conducted in [name of county] County, [state]. The arbitrator(s) may construe or interpret but must not vary or ignore the terms of this Agreement and will be bound by controlling law. The arbitrator(s) have no authority to award punitive, exemplary, indirect or special damages, except in connection with a statutory claim that explicitly provides for that relief.

Except as may be required by law, neither a party, including without limitation, the parties' representatives, consultants and counsel of record in the arbitration, nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder, or any Confidential Arbitration Information without the prior written consent of all parties. "Confidential Arbitration Information" means any written submissions in an arbitration by either party, discovery exchanged, evidence submitted, transcriptions or other records of hearings in the matter and any orders and awards issued, and any reference to whether either party won, lost, prevailed, or did not prevail against the other party in any arbitration proceeding, as well as any settlement agreement related to an arbitration. However, judgment on the award may be entered under seal in any court having jurisdiction thereof, by either party.

The parties expressly intend that any arbitration be conducted on an individual basis, so that no third parties may be consolidated or joined or allowed to proceed with class arbitration. The parties agree that any arbitration ruling allowing class arbitration, or requiring consolidated arbitration involving any third party(ies), would require immediate judicial review. Notwithstanding anything in this Agreement to the contrary, this paragraph may not be severed from Article VII of the Agreement under any circumstances, including but not limited to unlawfulness, invalidity or unenforceability.

The decision of the arbitrator(s) on the points in dispute will be binding. The parties acknowledge that because this Agreement affects interstate commerce the Federal Arbitration Act applies.

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, the litigation. The litigation would instead proceed with the judge as the finder of fact.

In the event a party wishes to terminate this Agreement based on an assertion of uncured material breach, and the other party disputes whether grounds for the termination exist, the matter will be resolved through arbitration under this Article VII. While the arbitration remains pending, the termination for breach will not take effect.

This Article VII will survive any termination of this Agreement.

## Article VIII
## Term and Termination

**8.1** **Term.** This Agreement will take effect on the Effective Date. This Agreement has an initial term of three years and will renew automatically for renewal terms of one year, until terminated pursuant to section 8.2 of this Agreement.

***SNF Substitute (only for SNF contracts that include the Evercare Institutional SNP product):****Replace the paragraph above with the following (and insert the year):*

[8.1 **Term.** This Agreement will take effect on the Effective Date. This Agreement will continue for an initial term ending at the end of the day on December 31, [*year]*, and will renew automatically for renewal terms of one year, until terminated pursuant to section 8.2 of this Agreement.]

8.2 **Termination.** This Agreement may be terminated under any of the following circumstances:

i) by mutual written agreement of the parties;

ii) by either party, upon at least 180 days prior written notice, effective at the end of the initial term or effective at the end of any renewal term;

iii) by either party, upon 60 days prior written notice, in the event of a material breach of this Agreement by the other party; the notice must include a specific description of the alleged material breach; however, the termination will not take effect if the breach is cured within 60 days after notice of the termination; moreover, termination may be deferred as further described in Article VII of this Agreement;

iv) by either party, upon 10 days prior written notice, in the event the other party loses licensure or other governmental authorization necessary to perform this Agreement, or fails to have insurance as required under section 4.7 or section 5.2 of this Agreement;

v) by United, upon 10 days prior written notice, in the event Facility loses accreditation; or

vi) by United, upon 90 days prior written notice, in the event:

a) Facility loses approval for participation under United's credentialing plan, or

b) Facility does not successfully complete the United's re-credentialing process as required by the credentialing plan.

***SNF Substitute:* (only *for SNF contracts that include the Evercare Institutional SNP product).*** *Replace section 8.2 above with the following:*

[8.2 **Termination.** This Agreement may be terminated under any of the following circumstances:

i) by mutual written agreement of the parties;

ii) by either party, upon at least 90 [180] days prior written notice, effective at the end of the initial term or effective at the end of any renewal term;

iii) by either party, upon 60 days prior written notice, in the event of a material breach of this Agreement by the other party; however, the termination will not take effect if the breach is cured within 60 days after notice of the termination; moreover, such termination may be deferred as further described in Article VII of this Agreement;

iv) by either party, upon 10 days prior written notice, in the event the other party loses licensure or other governmental authorization necessary to perform this Agreement, or fails to have insurance as required under section 4.7 or section 5.2 of this Agreement;

v) by United, upon 10 days prior written notice, in the event Facility loses accreditation; or

vi) by United, upon 90 days prior written notice, in the event:

a) Facility loses approval for participation under United's credentialing plan, or

b) Facility does not successfully complete the United's re-credentialing process as required by the credentialing plan; or

vii) by United, upon 90 days prior written notice, if none of Facility's services locations set forth on Appendix 1 has United membership enrolled in a Specialized MA Plan for Special Needs Individuals who are Institutionalized (as those terms are defined by 42 CFR 422.2). ]

***SNF Additional***: *this standard language should be used in a SNF contract in addition to the standard language.*

[United may terminate a Facility service location, as set forth on Appendix 1, from United's network without terminating the entire Agreement as follows:

i) upon 60 days prior written notice in the event of a material breach by a Facility service location of this Agreement, except that such termination will not take effect if the breach is cured within 60 days after notice of the termination; moreover, such termination may be deferred as further described in Article VII of this Agreement;

ii) under the same circumstances and with the same notice period as specified in sections 8.2 (iv) through 8.2 (vi), above, but with respect to the Facility service location;

iii) upon 90 days prior written notice, if the Facility service location does not have any United membership enrolled in a Specialized MA Plan for Special Needs Individuals who are Institutionalized (as those terms are defined by 42 CFR 422.2). ]

**8.3 Ongoing Services to certain Customers after termination takes effect.** In the event a Customer is receiving any of the Covered Services listed below, as of the date the termination of this Agreement takes effect, Facility will continue to render those Covered Services to that Customer, and this Agreement will continue to apply to those Covered Services, after the termination takes effect, for the length of time indicated below:

| | |
|---|---|
| Pregnancy, Third Trimester – Low Risk | Through postpartum follow up visit |
| Pregnancy, First, Second or Third Trimester – Moderate Risk and High Risk | Through postpartum follow up visit |
| Non-Surgical Cancer Treatment | 30 days or a complete cycle of radiation or chemotherapy, whichever is greater |
| End Stage Kidney Disease and Dialysis | 30 days |
| Symptomatic AIDS undergoing active treatment | 30 days |
| Circumstances where Payer is required by applicable law to provide transition coverage of services rendered by Facility after Facility leaves the provider network accessed by Payer. | As applicable |

***SNF Only Substitute :*** *Replace the above table with the following:*
[

| | |
|---|---|
| Inpatient Covered Services | 30 days or until discharge, whichever comes first |
| Pregnancy, Third Trimester – Low Risk | Through postpartum follow up visit |
| Pregnancy, First, Second or Third Trimester – Moderate Risk and High Risk | Through postpartum follow up visit |
| Non-Surgical Cancer Treatment | 30 days or a complete cycle of radiation or chemotherapy, whichever is greater |
| End Stage Kidney Disease and Dialysis | 30 days |
| Symptomatic AIDS undergoing active treatment | 30 days |
| Circumstances where Payer is required by applicable law to provide transition coverage of services rendered by Facility after Facility leaves the provider network accessed by Payer. | As applicable |

]

***LAB Only Substitute:***

**8.3 Ongoing Services to certain Customers after termination takes effect.** In the event a Customer is receiving any Covered Services, as of the date the termination takes effect, Facility will continue to render those Covered Services to that Customer, and this Agreement will continue to apply to those Covered Services, after the termination takes effect, until the earlier of: the Covered Services are complete or 30 days after termination.

## Article IX
## Miscellaneous Provisions

**9.1 Entire Agreement**. In order for this Agreement to be binding, a hard copy must be signed by both parties. This Agreement is the entire agreement between the parties with regard to its subject matter, and supersedes any prior written or unwritten agreements between the parties or their affiliates with regard to the same subject matter, except that this Agreement does not supersede a national agreement between the parties or their affiliates.

**9.2 Amendment.** This Agreement may only be amended in a writing signed by both parties, except that this Agreement may be unilaterally amended by United upon written notice to Facility in order to comply with applicable regulatory requirements. United will provide at least 30 days notice of any such regulatory amendment, unless a shorter notice is necessary in order to accomplish regulatory compliance.

**9.3 Nonwaiver.** The waiver by either party of any breach of any provision of this Agreement is not a waiver of any subsequent breach of the same or any other provision.

**9.4 Assignment.** This Agreement may not be assigned by either party without the written consent of the other party, except that this Agreement may be assigned by United to any of United's Affiliates.

Additionally, if United transfers to a third party all of its business described in a given line item in Appendix 2, section 1, or other line of business, United may assign this Agreement, only as it relates

to that transferred business, to that third party. Such an assignment will not impact the relationship of the parties under this Agreement with regard to the remainder of United's business.

**9.5 Relationship of the parties.** The sole relationship between the parties to this Agreement is that of independent contractors. This Agreement does not create a joint venture, partnership, agency, employment or other relationship between the parties.

**9.6 No third-party beneficiaries.** United and Facility are the only entities with rights and remedies under this Agreement.

**9.7 Calendar days.** Unless this Agreement specifically provides otherwise, all references in this Agreement to a period of days refers to calendar days.

**9.8 Notice procedures.** Any notice required to be given under this Agreement must be in writing, except in cases in which this Agreement specifically permits electronic notice, or as otherwise permitted or required in the Protocols. Acceptable forms of written notice include facsimile, first class mail, certified mail, or overnight delivery by a national, recognized delivery service. All notices of termination of this Agreement by either party must be sent by certified mail, return receipt requested, addressed to the appropriate party at the address set forth on the signature portion of this Agreement. Each party will provide the other with proper addresses, facsimile numbers and electronic mail addresses.

**9.9 Confidentiality.** Neither party may disclose to a Customer, other health care providers, or other third parties any of the following information (except as required by an agency of the government):

i) any proprietary business information, not available to the general public, obtained by the party from the other party;

ii) the specific reimbursement amounts provided for under this Agreement, except for purposes of administration of benefits, including informing Customers, Benefit Plan sponsors and/or referring providers about the cost of a particular Covered Service or set of Covered Services; or

iii) any customer list of the other party regardless of how such customer list was generated.

This section 9.9 does not preclude the disclosure of information by United to a third party as part of the process by which the third party is considering whether to purchase services from United.

At least 48 hours before either party issues a press release, advertisement, or other media statement about the business relationship between the parties, that party will give the other party a copy of the material the party intends to issue.

Except as otherwise required by applicable law or stock exchange rule, Facility will not, and will not permit any of its representative affiliates, representatives or advisors to, issue or cause the publication of any press release or make any other public announcement, including, without limitation, any advertisement, with respect to this Agreement without the consent of United.

**9.10 Governing law.** This Agreement will be governed by and construed in accordance with the laws of the state in which Facility renders Covered Services, and any other applicable law.

**9.11 Regulatory appendices.** One or more regulatory appendix may be attached to this Agreement, setting forth additional provisions included in this Agreement in order to satisfy regulatory requirements under applicable law. These regulatory appendices, and any attachments to them, are expressly incorporated into this Agreement and are binding on the parties to this Agreement. In the event of any inconsistent or contrary language between a regulatory appendix and any other part of this Agreement, including but not limited to appendices, amendments and exhibits, the regulatory appendix will control, to the extent it is applicable.

**9.12 Severability.** Except as otherwise set forth in this Agreement, any provision of this Agreement that is unlawful, invalid or unenforceable in any situation in any jurisdiction will not affect the validity or enforceability of the remaining provisions of this Agreement or the lawfulness, validity or enforceability of the offending provision in any other situation or jurisdiction.

**9.13 Survival**. Notwithstanding the termination of this Agreement, this Agreement will continue to apply to Covered Services rendered while this Agreement was in effect. Additionally, section 9.9 of this Agreement, (except for the last paragraph) will survive the termination of this Agreement.

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

| **[Name of Facility], as signed by its authorized representative:** | | *Address to be used for giving notice to Facility under this Agreement:* | |
|---|---|---|---|
| Signature: | ____________________________ | Street: | _________________________________ |
| Print Name: | ____________________________ | City: | _________________________________ |
| Title: | | State: | __________Zip Code: ______________ |
| Date: ___________________________________ | | E-mail: | _________________________________ |

**UnitedHealthcare Insurance Company, on behalf of itself, UnitedHealthcare of Ohio, Inc., UnitedHealthcare Community Plan of Ohio, Inc., and the other entities that are United's Affiliates, as signed by its authorized representative:**

| | |
|---|---|
| Signature: | _________________________________ |
| Print Name: | _________________________________ |
| Title: | _________________________________ |
| Date: | _________________________________ |
| | *Address to be used for giving notice to United under this Agreement:*<br>*Street*___________________________________<br>*City*_____________________________________<br>*State* __________ *Zip Code*_______________ |

For office use only: [___________]
[___________]
Month, day and year in which Agreement is first effective: [___________]

**Appendix 1**
**Facility Location and Service Listings**

**[Facility System Name]**

IMPORTANT NOTES: Facility acknowledges its obligation under section 4.8 to promptly report any change in Facility's name, NPI or Taxpayer Identification Number. Failure to do so may result in denial of claims or incorrect payment.

The location where Covered Services will be rendered ("Service Location") MUST be listed in this Appendix.

| **FACILITY LOCATION -** List BOTH the Service Location and the Billing Address for the Service Location | |
|---|---|
| **Service Location** | **Billing Address for the Service Location** |
| **Facility Name** | **Facility Name** |
| | |
| **Street Address** | **Street Address** |
| | |
| **City** | **City** |
| | |
| **State and Zip Code** | **State and Zip Code** |
| | |
| **Phone Number** | **Phone Number** |
| | |
| **TIN** | |
| | |
| **National Provider ID (NPI)** | |
| | |

| **ADDITIONAL FACILITY LOCATIONS -** List BOTH the Service Location and the Billing Address for the Service Location | |
|---|---|
| **Service Location** | **Billing Address for the Service Location** |
| **Facility Name** | **Facility Name** |
| | |
| **Street Address** | **Street Address** |
| | |
| **City** | **City** |
| | |
| **State and Zip Code** | **State and Zip Code** |
| | |
| **Phone Number** | **Phone Number** |
| | |
| **TIN** | |
| | |
| **National Provider ID (NPI)** | |
| | |

| | |
|---|---|
| **Facility Name** | **Facility Name** |
| | |
| **Street Address** | **Street Address** |
| | |
| **City** | **City** |
| | |
| **State and Zip Code** | **State and Zip Code** |
| | |
| **Phone Number** | **Phone Number** |
| | |
| **TIN** | |
| | |
| **National Provider ID (NPI)** | |
| | |
| | |
| **Facility Name** | **Facility Name** |
| | |
| **Street Address** | **Street Address** |
| | |
| **City** | **City** |
| | |
| **State and Zip Code** | **State and Zip Code** |
| | |
| **Phone Number** | **Phone Number** |
| | |
| **TIN** | |
| | |
| **National Provider ID (NPI)** | |
| | |

**Appendix 2**
**Benefit Plan Descriptions**

**Section 1.** United may allow Payers to access Facility's services under this Agreement for the Benefit Plan types described in each line item below, unless otherwise specified in section 2 of this Appendix 2:

- [Benefit Plans where Customers are offered a network of participating providers and must select a primary physician, who in some cases must approve any care provided by other health care providers. Such Benefit Plans may or may not include an out-of-network benefit. ]

- [Benefit Plans where Customers are offered a network of participating providers but are not required to select a primary physician. Such Benefit Plans may or may not include an out-of-network benefit.]

- [Benefit Plans where Customers are not offered a network of participating providers from which they may receive Covered Services.]

- [Group PPO Medicare Advantage Benefit Plans.]

- [Medicare Advantage Benefit Plans.]

- [Ohio Medicare and Medicaid Enrollees (MME) Benefit Plans.]

- [Ohio Medicaid Benefit Plans.]

- [Hoosier Care Connect Medicaid Benefit Plans.]

- [Kentucky Medicaid and CHIP Benefit Plans.]

- [Michigan Medicaid Benefit Plans and Michigan CHIP Benefit Plans, including but not limited to Michigan Children's Special Health Care Services Benefit Plans.]

- [Pennsylvania Medicaid Benefit Plans.]

- [Pennsylvania CHIP Benefit Plans.]

- [Individual Exchange Benefit Plans.]

- [Additional Network Benefit Plans. As used here Additional Network Benefit Plans means commercial narrow network Benefit Plan types in which Facility does not participate, as described in section 2 of this Appendix 2, but that provide for an additional network of providers for outpatient emergency services, inpatient services following an emergency admission, urgent care services and services pre-approved by United. Additional Network Benefit Plan types will be identified by the notation "W500" on the Customer's ID card. United may modify this ID card notation in the future, and will provide Facility with the updated information.]

**Section 2**. Notwithstanding the above section 1 of this Appendix 2, this Agreement will not apply to the Benefit Plan types described in the following line items:

- [This Agreement does not apply to commercial Benefit Plans other than those described in section 1, above.]

- [Benefit Plans where Customers are offered a network of participating providers and must select a primary physician, who in some cases must approve any care provided by other health care providers. Such Benefit Plans may or may not include an out-of-network benefit. ]

- [Benefit Plans where Customers are offered a network of participating providers but are not required to select a primary physician. Such Benefit Plans may or may not include an out-of-network benefit.]

- [Benefit Plans where Customers are not offered a network of participating providers from which they may receive Covered Services.]

- [Medicare Advantage Benefit Plans other than Group PPO Medicare Advantage Benefit Plans.]

- [Medicare Advantage Benefit Plans.]

- [Ohio Medicare and Medicaid Enrollees (MME) Benefit Plans.]

- [Hoosier Care Connect Medicaid Benefit Plans.]

- [Kentucky Medicaid and CHIP Benefit Plans.]

- [Michigan Medicaid Benefit Plans and Michigan CHIP Benefit Plans, including but not limited to Michigan Children's Special Health Care Services Benefit Plans.]

- [Pennsylvania Medicaid Benefit Plans.]

- [Pennsylvania CHIP Benefit Plans.]

- Medicare and Medicaid Enrollees (MME) Benefit Plans other than those separately addressed in this Appendix 2.

- Benefit Plans for workers' compensation benefit programs.

- Medicaid and CHIP Benefit Plans other than those separately addressed in this Appendix 2.

- Benefit Plans for Medicare Select.

- Medicare Advantage Private Fee-For-Service Benefit Plans and Medicare Advantage Medical Savings Account Benefit Plans.

- [Ohio Medicaid Benefit Plans.]

- CHIP Benefit Plans.

- Other Governmental Benefit Plans.

- [UnitedHealthcare Navigate Benefit Plans. As used here, UnitedHealthcare Navigate Benefit Plans means commercial narrow network Benefit Plans for which the Customer selects or is assigned a primary care physician to manage the Customer's health care needs and referrals to network specialists, and that are marketed under a name that includes the word "Navigate". References to

"UnitedHealthcare Navigate" also apply to any brand name adopted by United in the future to supplement and/or replace "UnitedHealthcare Navigate".]

- [UnitedHealthcare Core Benefit Plans. As used here, UnitedHealthcare Core Benefit Plans means commercial narrow network Benefit Plans marketed under a name that includes the word "Core". References to "UnitedHealthcare Core" also apply to any brand name adopted by United in the future to supplement and/or replace "UnitedHealthcare Core".]

- [UnitedHealthcare Charter Benefit Plans. As used here, UnitedHealthcare Charter Benefit Plans means commercial narrow network Benefit Plans for which the Customer selects or is assigned a primary care physician to manage the Customer's health care needs and referrals to network specialists, and that are marketed under a name that includes the word "Charter". References to "UnitedHealthcare Charter" also apply to any brand name adopted by United in the future to supplement and/or replace "UnitedHealthcare Charter".]

- [Individual Exchange Benefit Plans.]

***Note: Excluding certain Benefit Plans or programs from this Agreement does not preclude the parties or their affiliates from having or entering into a separate agreement providing for Facility's participation in a network for such Benefit Plans or programs.***

**Section 3. Definitions:**

Note: United may adopt a different name for a particular Benefit Plan, and/or may modify information referenced in the definitions in this Appendix 2 regarding Customer identification cards. If that happens, section 1 or section 2 of this Appendix 2 will continue to apply to those Benefit Plans as it did previously, and United will provide Facility with the updated information. Additionally, United may revise the definitions in this Appendix 2 to reflect changes in the names or roles of United's business units, provided that doing so does not change Facility's participation status in Benefit Plans impacted by that change, and further provided that United provides Facility with the updated information.

**MEDICARE:**

- **Medicare Advantage Benefit Plans** means Benefit Plans sponsored, issued or administered by a Medicare Advantage organization as part of:
  i) the Medicare Advantage program under Title XVIII, Part C of the Social Security Act, or
  ii) 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.

- [**PPO Medicare Advantage Benefit Plans** means Medicare Advantage Benefit Plans that (A) have a network of providers that have agreed to a contractually specified reimbursement for covered benefits with the organization offering the plan; (B) provide for reimbursement for all covered benefits regardless of whether the benefits are provided within the network of providers; and (C) are offered by an organization that is not licensed or organized under state law as an HMO.]

- **Group PPO Medicare Advantage Benefit Plans** means PPO Medicare Advantage Benefit Plans that are employer/union-only group waiver Medicare Advantage Benefit Plans that offer customized benefits offered exclusively to eligible members of an employer/union group. These Benefit Plans will include a reference to "UnitedHealthcare Group Medicare Advantage (PPO)" on

the face of the valid identification card of any Customer eligible for and enrolled in those Benefit Plans.]

- **Medicare and Medicaid Enrollees (MME) Benefit Plan** means the CMS sponsored Financial Alignment Demonstration Plan providing integrated care benefits for individuals eligible for both the state Medicaid program and the Medicare program (Parts A, B, C and D). At such time as this Benefit Plan is no longer a demonstration project and is fully implemented in the state, this definition will be interpreted to refer to the fully implemented plan.

**MEDICAID, CHIP AND OTHER STATE PROGRAMS:**

- **Medicaid Benefit Plans** means Benefit Plans that offer coverage to beneficiaries of a program that is authorized by Title XIX of the federal Social Security Act, and jointly financed by the federal and state governments and administered by the state.

- **Ohio Medicaid Benefit Plans** means Medicaid Benefit Plans issued in Ohio that include a reference to "UnitedHealthcare Community Plan" on the valid identification card of any Customer eligible for and enrolled in that Benefit Plan.

- [**Hoosier Care Connect Medicaid Benefit Plans** means Medicaid Benefit Plans issued in Indiana that include a reference to "UnitedHealthcare Community Plan" and "Hoosier Care Connect (HCC)" on the face of the valid identification card of any Customer eligible for and enrolled in that Benefit Plan.]

- **[Kentucky Medicaid and CHIP Benefit Plans** are Medicaid and CHIP Benefit Plans issued in Kentucky that include a reference to "UnitedHealthcare Community Plan" on the identification card of any Customer eligible for and enrolled in that Benefit Plan.]

- **[Michigan Medicaid Benefit Plans** means Medicaid Benefit Plans issued in Michigan under the program that is now known as the Comprehensive Health Care Program ("CHCP"), as that program name may change from time to time, that have a reference to "Michigan" on the identification card of any Customer eligible for and enrolled in that Benefit Plan.]

- **[Michigan Children's Special Health Care Services Benefit Plans** ("CSHCS") means a Medicaid Benefit Plan, within the Michigan Department of Community Health ("MDCH") to find, diagnose, and treat children in Michigan who have chronic illnesses or disabling conditions, that include a reference to "Michigan" on the identification card of any Customer eligible for and enrolled in that Benefit Plan. CSHCS is mandated by the Michigan Public Health Code, Public Act 368 of 1978, in cooperation with the federal government under Title V of the Social Security Act and the annual MDCH Appropriations Act.]

- **[Pennsylvania Medicaid Benefit Plans** means Medicaid Benefit Plans issued in Pennsylvania that include a reference to "UnitedHealthcare Community Plan for Families" on the valid identification card of any Customer eligible for and enrolled in that Benefit Plan.]

- **Children's Health Insurance Program ("CHIP") Benefit Plans** means Benefit Plans under the program authorized by Title XXI of the federal Social Security Act that is jointly financed by the federal and state governments and administered by the state.

- **[Michigan CHIP Benefit Plans** means CHIP Benefit Plans issued in Michigan that include a reference to "Michigan" on the valid identification card of any Customer eligible for and enrolled in that Benefit Plan.]

- **[Pennsylvania CHIP Benefit Plans** means CHIP Benefit Plans issued in Pennsylvania that include a reference to "UnitedHealthcare Community Plan for Kids" on the valid identification card of any Customer eligible for and enrolled in that Benefit Plan.]

- **Other Governmental Benefit Plans means Benefit Plans** that are funded wholly or substantially by a state or district government or a subdivision of a state (such as a city or county), but do not include Benefit Plans for:
  i) employees of a state government or a subdivision of a state and their dependents;
  ii) students at a public university, college or school;
  iii) employer-based coverage of private sector employees, even if the employer receives a government subsidy to help fund the coverage;
  iv) Medicaid beneficiaries;
  v) Children's Health Insurance Program (CHIP) beneficiaries; and
  vi) Medicare and Medicaid Enrollees (MME).

**OTHER:**

- **Individual Exchange Benefit Plans** means benefit plans administered pursuant to the federal Patient Protection and Affordable Care Act including benefit plans marketed through Individual Exchanges administered by either the federal government and/or a state government, and any off-Exchange version of such benefit plans (but not including benefit plans which are offered by employers or other group sponsors through an exchange mechanism, whether operated by the employer or group or by the federal or state government or other third party.)

## Additional Manuals Appendix

For some of the Benefit Plans for which Facility may provide Covered Services under this Agreement, Facility is subject to additional requirements of one or more additional provider manuals ("Additional Manuals"). When this Agreement refers to Protocols or Payment Policies, it is also referring to the Additional Manuals. An Additional Manual may be a separate document or it may be a supplement to the UnitedHealthcare Care Provider Administrative Guide ("UnitedHealthcare Administrative Guide").

For Benefit Plans subject to an Additional Manual, the Additional Manual controls if it conflicts with any of the following: (1) a provision of this Agreement or of the UnitedHealthcare Administrative Guide; or (2) a United Protocol or Payment Policy. However, the Additional Manual does not control where it conflicts with applicable statutes or regulations.

The Additional Manuals will be made available to Facility on a designated website and upon request. The names of the Additional Manuals, the websites to view and download them, and the Benefit Plans to which they apply, are listed in Table 1 below. United may change the location of a website or the Customer identification card identifier used to identify Customers subject to a given Additional Manual; if United does so, United will inform Facility.

United may make changes to the Additional Manuals subject to this Appendix in accordance with the provisions of this Agreement relating to Protocol and Payment Policy changes.

**Table 1**

| **Benefit Plan(s)** | **Description of Applicable Additional Manual** | **Website** |
|---|---|---|
| **[No Additional Manuals Apply]** | | |
| [Ohio Medicaid Benefit Plans | UnitedHealthcare Community Plan of Ohio Physician, Health Care Professional, Facility and Ancillary Provider Care Provider Manual : Medicaid | wwwUHCprovider.com] |
| [Ohio Medicare and Medicaid Enrollees Benefit Plans | UnitedHealthcare Community Plan of Ohio Physician, Health Care Professional, Facility and Ancillary Provider Care Provider Manual: UnitedHealthcare Connected for MyCare Ohio | wwwUHCprovider.com] |
| [Hoosier Care Connect Medicaid Benefit Plans | Care Provider Manual for Physician, Health Care Professional, Facility and Ancillary - - Indiana - - Hoosier Care Connect | www.UHCprovider.com] |
| [Kentucky Medicaid and CHIP Benefit Plans | UnitedHealthcare Community Plan Physician, Health Care Professional, Facility and Ancillary Administrative Guide | www.UHCprovider.com] |
| [Michigan Medicaid Benefit Plans and Michigan CHIP Benefit Plans, including but not limited to Michigan Children's Special Health Care Services Benefit Plans | UnitedHealthcare Community Plan of Michigan Physician, Health Care Professional, Facility and Ancillary Care Provider Manual | www.UHCprovider.com] |
| [Pennsylvania Medicaid, CHIP, Healthy Pennsylvania Program | Pennsylvania UnitedHealthcare Community Plan Physician, Health Care Professional, Facility and Ancillary Administrative Guide. | www.UHCprovider.com] |

*Drafting Note: for use with Lab agreements only.*

***Exhibit [1][2]***
***ATTESTATION OF [NAME OF LAB]***

***State of ______***

***County of [ ]***

***Before me the undersigned Notary appeared __________, who being either known personally to me and/or presenting proper identification, was duly sworn by me and testified as follows:***

***1. "My name is _________. I am over the age of 18, fully competent to give this Attestation and have personal knowledge of the facts stated in it."***

***2. "I hereby certify that [ENTITY NAME or NAME OF LAB] has ___ % ownership of the [NAME OF THE LAB]."***

***3. "I hereby certify that the following entities have the following percentage ownership of the [NAME OF THE LAB]: [List all entities and percentage ownership]."***

***4. "I hereby certify that at no time will there be any change in the controlling interest modifying the current percentage ownership as set forth herein of the [NAME OF THE LAB]."***

***5. "I hereby certify that at no time will the [NAME OF THE LAB] assets, liabilities, revenues and expenses be consolidated from [NAME OF THE LAB] to any other laboratory or its affiliates such that all or some of the Covered Services subject to this Agreement will be rendered by such other laboratory or its affiliates."***

***Signed this _____ day of ____, 20___.***

______________________
***[Affiant signature]***

***Notary Stamp/Certification***

______________________
***Notary Signature***

______________________
***Date of Notary's Signature***

______________________
***Expiration date of Notary authority***

Ancillary Additional (medical device manufacturer only)

## Manufacturer's Warranty Appendix

[Provider Name] ("[Provider Name]") warrants the [Provider Name] [equipment item] against defects in materials and workmanship for a period of four (4) years from the date of purchase. In addition, [Provider Name] warrants the [equipment item] motor against defects in materials and workmanship for the lifetime of the [equipment item]. This warranty does not include supplies and accessories, including but not limited to, cartridges, batteries, or infusion sets.

This warranty is valid only upon the receipt by [Provider Name] of a completed warranty registration form. During the warranty period, [Provider Name] will repair or replace, at its discretion, any defective [equipment item] or [equipment item] motor, subject to the conditions and exclusions stated herein. In the event the [equipment item] is repaired or replaced, the warranty period will not be extended beyond the remaining warranty period of the original [equipment item].

Exclusions: This warranty is valid only if the [Provider Name] [equipment item] is used in accordance with the manufacturer's instructions and it does not include wear and tear nor maintenance items. This warranty will not apply;

- If damage results from changes or modifications made to the [equipment item] by the user or third persons after the date of manufacture;
- If damage results from service or repairs performed by any person or entity other than the manufacturer;
- If damage results from a force majeure or other event beyond the control of the manufacturer; or
- If damage results from negligence or improper use, including but not limited to improper storage, submersion in water, physical abuse such as dropping, or otherwise.

Parties covered: This warranty shall be personal to the original user. Any sale, rental, or other transfer or use of this product covered by this warranty to or by a user other than the original user shall cause this warranty to immediately terminate.

Warranty performance procedure: Notice of the claimed defect must be made in writing and sent to: Technical Product Support, [Provider Name, Inc., street, city, state, zip,] USA. The notice must include the date of purchase, model and serial number, and a description of the claimed defect to allow for repair or replacement.

The remedies provided for in this warranty are the exclusive remedies available for any breach hereof and no person has any authority to bind [Provider Name] to any representation, condition, or warranty except this warranty policy. Neither [Provider Name] nor its suppliers or distributors shall be liable for any incidental, consequential, or special damage of any nature or kind caused by or arising out of a defect in the product.

All other warranties express or implied, are excluded, including the warranties of merchantability and fitness for a particular purpose.

**HEALTH CARE PROVIDER SUMMARY DISCLOSURE FORM**
**UNITEDHEALTHCARE OF OHIO, INC.**

**HEALTH CARE PROVIDER: ________**
**Provider Type: ________ Physician/Practitioner ________ Facility/Ancillary**

| I. Compensation and Payment |
|---|
| Manner of Payment:<br>Physician / Facility/Ancillary<br>**________ Fee for Service** / **________ Fee For Service (includes fixed rates, per unit and /or fee schedule)**<br>**________ Capitation** / **________ Per Visit**<br>**________ Risk** / **________ Other______________**<br><br>**________ Other**<br><br>**Reimbursement Methodology: See attached Appendix ________**<br><br>**Fee Schedule Information: Fee Schedule Samples are accessible via www.UHCprovider.com or by calling; Cleveland: 1-800-468-5001 Columbus: 1-800-328-8835 Cincinnati/Dayton (SW Ohio): 1-800-752-7106**<br><br>**Reimbursement Policies: Claim edits may be inquired through Claim Estimator at** www.UHCprovider.com **or by calling; Cleveland: 1-800-468-5001 Columbus: 1-800-328-8835 Cincinnati/Dayton (SW Ohio): 1-800-752-7106** |
| II. List of Products or Networks Covered by this Agreement |
| **________ Options PPO** / **________ Indemnity**<br>**________ Commercial Plan other than Options PPO**<br>**________ Worker's Compensation**<br>**________ Medicare**<br>**________ Medicaid**<br><br>**For additional detail see enclosed Benefit Plan Descriptions Appendix** |
| III. Term/Duration of Contract |
| Duration:<br>**________ Facility Participation Agreement - ________ Years, with automatic renewal for One year terms thereafter**<br>**________ Ancillary - ________ Years, with automatic renewal for One year terms thereafter**<br>**__________ Simplified Physician Agreement – One Year, with automatic annual renewal**<br>**________ Practitioner Agreement – One Year, with automatic annual renewal**<br>**________ Simplified Medical Group Agreement –________ Years, with automatic annual renewal**<br>**________ Medical Group Agreement - ________ Years, with automatic renewal for One year terms thereafter**<br>**__________Simplified Practitioner Group Agreement - ______Years, with automatic renewal for one year terms thereafter.** |
| IV. Identity of person responsible for processing claims; Telephone Number |
| **United HealthCare Insurance Company and/or its Affiliates.**<br>**Refer to Member ID Card for mailing and electronic submission of claims**<br>**For information regarding the contents of this form, please call:**<br><br>**________ Cleveland – 1-800-468-5001** |

<table>
<tr><td colspan="2">________ Columbus – 1-800-328-8835<br>________ Cincinnati/Dayton (SW Ohio) – 1-800-752-7106</td></tr>
<tr><td colspan="2">V. Dispute Resolution Process</td></tr>
<tr><td colspan="2">Facility and Medical Group Participation Agreements - Please refer to the <u>Dispute Resolution</u> section of the agreement.<br><br>Simplified Physician Agreement (SPA), Practitioner Agreement (PAT), Medical Group Contract (SMGA) or Simplified Practitioner Agreement (SPGA) - Please refer to the <u>"What if we do not agree"</u> section of the agreement.<br><br>You can also find information in the Protocols section of the Administrative Guide.</td></tr>
<tr><td colspan="2">VI. Subject and Order of Addenda</td></tr>
<tr><td>Simplified Physician Agreement/Practitioner Agreement<br>________ Appendix 1 List of Appendices<br>________ Appendix 2 – Benefit Plan Descriptions Appendix<br>________ Payment Appendix(ices)<br>________ Appendix 3 __________<br>________ Appendix 4 ___________<br>________ Medicare Regulatory Appendix<br>________ Medicaid Regulatory Appendix, including Medicaid Addendum<br>________ Ohio Regulatory Appendix</td><td>Simplified Medical Group Agreement<br>________ Appendix 1 (depending on template type)<br>________ Appendix 2 – Benefit Plan Descriptions Appendix<br>________ Payment Appendix(ices)<br>________ Appendix 3 __________<br>________ Appendix 4 ___________<br>________ Medicare Regulatory Appendix<br>________ Medicaid Regulatory Appendix, including Medicaid Addendum<br>________ Ohio Regulatory Appendix</td></tr>
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</table>

IMPORTANT INFORMATION - PLEASE READ CAREFULLY

**The information provided in this Summary Disclosure Form is a guide to the attached Health Care Contract as defined in section 3963.01(G) of the Ohio Revised Code. The terms and conditions of the attached Health Care Contract constitute the contract rights of the parties.**

**Reading this Summary Disclosure Form is not a substitute for reading the entire Health Care Contract. When you sign the Health Care Contract, you will be bound by its terms and conditions. These terms and conditions may be amended over time pursuant to section 3963.04 of the Ohio Revised Code. You are encouraged to read any proposed amendments that are sent to you after execution of the Health Care Contract.**

**Nothing in this Summary Disclosure Form creates any additional rights or causes of action in favor of either party.**