Medical Group 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 Affiliates (collectively referred to as "United"), and _____ ("Medical Group").

This Agreement is effective on the later of _____, ___ or the first day of the first calendar month that begins at least 30 days after the date this Agreement has been executed by all parties (the "Effective Date").

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

United wishes to make Medical Group's services available to Customers. Medical Group 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 capitalized terms 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 Medical Group that does not exceed the fee Medical Group 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 **Medical Group Physician** is a physician, as defined by the laws of the jurisdiction in which Covered Services are provided and duly licensed and qualified under those laws, who practices as a shareholder, partner, employee or Subcontractor of Medical Group.

1.6 **Medical Group Non-Physician Provider** is a healthcare professional other than a Medical Group Physician, who is duly authorized under the laws of the jurisdiction in which Covered Services are provided, and who renders Covered Services as an employee or Subcontractor of Medical Group.

1.7 **Medical Group Professional** is a Medical Group Physician or a Medical Group Non-Physician Provider.

1.8 **Medical Group Records** are Medical Group's medical, financial and administrative records related to Covered Services rendered by Medical Group under this Agreement, including claims records.

1.9 **Payment Policies** are the guidelines adopted by United for calculating payment of claims to providers of health care services. The Payment Policies operate in conjunction with the specific reimbursement rates and terms set forth in this Agreement. The Payment Policies may change from time to time as described in section 6.1 of this Agreement.

1.10 **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 Medical Group's services under this Agreement.

1.11 **Protocols** are the programs and administrative procedures adopted by United or a Payer to be followed by Medical Group in providing services and doing business with United and Payers under this Agreement. 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. Protocols may change from time to time as described in section 5.4 of this Agreement.

1.12 **Subcontractor** is an individual or entity contracted or otherwise engaged by a party to this Agreement. For purposes of Medical Group Professionals, a Subcontractor is a Medical Group Professional only with respect to services rendered to patients of Medical Group and billed under Medical Group's Taxpayer Identification Number(s). Additionally, a Subcontractor is not a Medical Group Professional with regard to any services rendered in a physician's office or other non-facility location other than those locations listed in Appendix 1.

1.13 **United 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 Medical Group**. Medical Group, by virtue of its execution and delivery of this Agreement, represents and warrants as follows:

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

ii) Medical Group 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 Medical Group 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 Medical Group and (assuming the due authorization, execution and delivery of this Agreement by United) constitutes a valid and binding obligation of Medical Group, enforceable against Medical Group 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 Medical Group do not and will not violate or conflict with (a) the organizational documents of Medical Group, (b) any material agreement or instrument to which Medical Group is a party or by which Medical Group or any material part of its property is bound, or (c) applicable law. Medical Group has the unqualified authority to bind, and does bind, itself and Medical Group Professionals to all of the terms and conditions of this Agreement, including any Appendices, Attachments and Exhibits, as applicable.

iv) Medical Group 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) Medical Group 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 Medical Group pursuant to this Agreement will be deemed to constitute the representation and warranty by Medical Group to United that (a) the representations and warranties of Medical Group set forth in this section 2.1 and elsewhere in this Agreement are true and correct as of the date the claim is submitted, (b) Medical Group has complied with the requirements of this Agreement with respect to the Covered Services involved and the submission of the claim, (c) the charge amount set forth on the claim is the Customary Charge and (d) 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 Medical Group) 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 Medical Group's services.

i) This Agreement applies to Covered Services provided at Medical Group's service locations set forth in Appendix 1. If a service location is not listed in Appendix 1, this section 3.1 and this Agreement should nevertheless be understood as applying to Medical Group's 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 Medical Group intends to begin providing services at other service locations, or under other Tax Identification Number(s), Medical Group will provide 60[45] days' advance notice to United. Those additional service locations or Taxpayer Identification Numbers will become subject to this Agreement only upon written agreement of the parties. This subsection 3.1(i) applies to cases when Medical Group adds the location itself (such as through new construction) and when Medical Group acquires, merges with, or otherwise becomes affiliated with an existing provider that was not already under contract with United or a United Affiliate to participate in a network of health care providers.

ii) Medical Group will provide 60[45] days' advance notice to United in the event Medical Group intends to acquire or be acquired by, merge with, or otherwise become affiliated with another provider of health care services that is already under contract with United or a United Affiliate to participate in a network of health care providers. If one of these events occurs, this Agreement and the other agreement will each remain in effect and will continue to apply as they did prior to the acquisition, merger or affiliation, unless otherwise agreed to in writing by all parties to such agreements.

Similarly, Medical Group will provide 60[45] days' advance notice to United if Medical Group intends to buy assets of, or lease space from, a medical group under contract directly with United or a United Affiliate to participate in a network of health care providers. If that occurs, and Medical Group provides services at that location, but does not assume the United contract held by the prior operator, Covered Services rendered at that location will be subject to the same rates and other key terms (including term and termination) as applied under the prior operator's contract.

iii) Medical Group will provide 60[45] days' advance notice to United in the event Medical Group intends to transfer all or some of its assets to another entity, 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 Medical Group. In addition, Medical Group will request that United approve the assignment of this Agreement as it relates to those Covered Services, and if approved by United, Medical Group will ensure the other entity agrees to assume this Agreement. This subsection 3.1(iii) does not limit United's right under section 10.4 of this Agreement to elect whether to approve the assignment of this Agreement. This subsection 3.1(iii) applies to arrangements under which another provider intends to lease

space from Medical Group, or intends to enter into a subcontract with Medical Group to perform services, 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 and billed instead by the other provider rather than by Medical Group after the lease or subcontract takes place.

3.2 Payers and Benefit Plans. United may allow Payers to access Medical Group's services under this Agreement for certain Benefit Plans, as described in Appendix 2. United may modify Appendix 2 without amendment to include or exclude Benefit Plans in Appendix 2 by providing 30 days prior written or electronic notice to Medical Group.

In addition to changes allowed above, United may make additional changes to Appendix 2 as described in section 3 of that appendix.

Section 9.3 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 7.6 of this Agreement addresses circumstances in which claims for services rendered to those patients are inadvertently paid.

3.4 Health care. This Agreement and Benefit Plans do not dictate the health care provided by Medical Group Professionals, or govern Medical Group Professionals' determination of what care to provide patients, even if those patients are Customers. The decision regarding what care is to be provided remains with Medical Group Professionals and with Customers, and not with United or any Payer.

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

3.6 Services rendered by Facility-Based Medical Group Professionals.

i) **Definition and applicability.** For purposes of this section 3.6, "Facility-Based Medical Group Professional" means a Medical Group Professional who provides substantially all of his or her professional services in a facility setting (such as, hospital inpatient, hospital outpatient, or ambulatory surgical center). Facility-Based Medical Group Professionals include, but are not limited to, emergency room physicians, pathologists, radiologists, anesthesiologists (other than for pain management services), certified registered nurse anesthetists ("CRNAs"), hospitalists, and intensivists. All of the provisions of this Agreement, including those listed in this section 3.6, apply to services rendered by Medical Group Professionals who are not acting as Facility-Based Medical Group Professionals at the time the services are rendered.

ii) **Services provided by hospital.** The following provisions of this Agreement do not apply to services rendered by Medical Group Professionals, when acting as Facility-Based Medical Group Professionals, so long as the facility performs the requirement instead:

a) Section 5.6 with regard to the requirement that Medical Group purchase commercial general and/or umbrella liability insurance.

b) Section 5.8 with regard to the requirement that Medical Group obtains the Customer's consent to provide access to data.

c) Section 5.9 with regard to the requirement to maintain Medical Group Records.

d) Section 5.10 with regard to the requirement to collect and review certain quality data.

e) Section 7.5(ii) with regard to the requirement to obtain the Customer's written consent prior to providing services that are not Covered Services.

f) Section 7.6 with regard to the requirement to request the patient to present his or her Customer identification card.

iii) **Other provisions not applicable.** The following provisions of this Agreement do not apply to services rendered by Medical Group Professionals, when acting as Facility-Based Medical Group Professionals:

a) Section 5.4(i)(a) with regard to the requirement to direct Customers only to other participating providers.

b) Sections 5.4(i)(b)(1) and (2) with regard to the requirement to notify Customers' primary care physicians of referrals to other providers and the requirement to provide Covered Services pursuant to the terms and limitations of the referral notification issued by or on behalf of the Customer's primary care physician, but only if Facility-Based Medical Group Professionals do not have hospital admitting privileges.

c) Section 5.4(i)(b)(3) with regard to the requirement to notify Customers' primary care physicians of admissions.

d) Section 5.7(ii) with regard to the requirement to provide notice to United of any suspension, revocation, condition, limitation, qualification or other material restriction of a Medical Group Physician's staff privileges at any licensed hospital, nursing home or other facility at which a Medical Group Physician has staff privileges during the term of this Agreement, but only if Facility-Based Medical Group Professionals do not have hospital admitting privileges.

Article IV
Participation of Medical Group Professionals in United's Network

4.1 Medical Group Professionals as participating providers. Except as described in section 4.2, all Medical Group Professionals must participate in United's network. Medical Group has the

authority to bind, and will bind, all new Medical Group Professionals to the obligations of this Agreement**.** Medical Group will provide to United the information described in the Medical Group Professional Roster to this Agreement.

4.2 **Medical Group Professionals who are not participating providers**. The following Medical Group Professionals are not participating providers in United's network:

i) A Medical Group Professional who has been denied participation in United's credentialing program, whose credentialing application has not been submitted (to the extent United's credentialing program applies to the Medical Group Professional), or whose credentialing application remains pending; or

ii) A Medical Group Professional who has been terminated from participation in United's network under this Agreement or any other agreement with United through which the Medical Group Professional participated in United's network.

4.3 **Credentialing.** Medical Group and Medical Group Professionals will participate in and cooperate with United's credentialing program to the extent that program applies to Medical Group and Medical Group Professionals. To the extent Medical Group and Medical Group Professionals are subject to credentialing, Medical Group and Medical Group Professionals must be credentialed by United or its delegate prior to furnishing any Covered Services under this Agreement.

4.4 **New Medical Group Professionals.** Medical Group will notify United at least 30 days before a physician or other healthcare professional becomes a Medical Group Professional. In the event that the Medical Group's agreement with the new Medical Group Professional provides for a starting date that would make it impossible for Medical Group to provide 30 days advance notice to United, then Medical Group will give notice to United as soon as reasonably possible but no later than five business days after reaching agreement with the new Medical Group Professional. In either case, the new Medical Group Professional will submit a credentialing application to United or its delegate within 30 days of the new Medical Group Professional's agreement to join Medical Group, unless United's credentialing program does not apply to the new Medical Group Professional. In addition, Medical Group will provide to United the information described in the Medical Group Professional Roster to this Agreement with respect to the new Medical Group Professional.

4.5 **Termination of a Medical Group Professional from United's network.** United may terminate a Medical Group Professional's participation in United's network, without terminating this Agreement, immediately, upon becoming aware of any of the following:

i) the material breach of this Agreement by the Medical Group Professional that is not cured by Medical Group and/or the Medical Group Professional within 30 days after United provided notice to Medical Group of the breach;

ii) the suspension, revocation, condition, limitation, qualification or other material restriction on a Medical Group Professional's license, certification and/or permit by any government agency under which the Medical Group Professional is authorized to provide health care services;

iii) the suspension, revocation, condition, limitation, qualification or other material restriction of a Medical Group Physician's staff privileges at any licensed hospital, nursing home or

other facility at which the Medical Group Physician has staff privileges during the term of this Agreement;

iv) for any criminal charge related to the practice of Medical Group Professional's profession or for an indictment, arrest, or conviction for a felony;

v) a sanction imposed by any governmental agency or authority, including Medicare or Medicaid; or

vi) the failure to meet the requirements of United's credentialing program to the extent that those requirements apply to the Medical Group Professional.

United will notify Medical Group of the Medical Group Professional's termination according to the notice provision set forth in section 10.8 of this Agreement.

4.6 Covered Services by Medical Group Professionals who are not participating providers. Medical Group will staff its service locations so that Covered Services can appropriately be rendered to Customers by Medical Group Professionals who participate in United's network. A Medical Group Professional who does not participate in United's network, pursuant to section 4.2 of this Agreement, will not render Covered Services to a Customer.

In the event Covered Services are rendered by a Medical Group Professional who does not participate in United's network, neither Medical Group nor the Medical Group Professional will submit a claim or other request for payment to United or Payer, and will not seek or accept payment from the Customer.

Article V
Duties of Medical Group

5.1 Provide Covered Services. Medical Group will provide Covered Services to Customers.

5.2 Nondiscrimination. Medical Group will not discriminate against any patient, with regard to quality or accessibility of services, on the basis that the patient is a Customer. Medical Group will not require a Customer to pay a "membership fee" or other fee in order to access Medical Group for Covered Services (except for co-payments, coinsurance and/or deductibles provided for under Customer's Benefit Plan) and will not discriminate against any Customer based on the failure to pay such a fee.

5.3 Accessibility. Medical Group will be open during normal business hours and will provide or arrange for the provision of advice and assistance to Customers in emergency situations 24 hours a day, seven days a week.

5.4 Protocols.

i) **Cooperation with Protocols.** Medical Group will cooperate with and be bound by United's and Payers' Protocols. The Protocols include, but are not limited to, all of the following:

a) For non-emergency Covered Services, Medical Group will assist Customers to maximize their benefits by referring or directing Customers only to other providers

that participate in United's network, except as otherwise authorized by United through United's process for approving out-of-network services at in-network benefit levels.

b) If the Customer's Benefit Plan requires the Customer to receive certain Covered Services from or upon referral by a primary care physician, Medical Group Professionals must adhere to the following additional protocols:

1) Notify Customer's primary care physician of referrals to other participating or non-participating providers.

2) Render Covered Services pursuant to the terms and limitations of the referral notification issued by or on behalf of the Customer's primary care physician.

3) Notify the Customer's primary care physician of all admissions.

c) Medical Group will provide notification for 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 as described in the Protocols.

ii) **Availability of Protocols.** The Protocols will be made available to Medical Group 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 or as indicated in the Additional Manual Appendix, if applicable. United will notify Medical Group of any changes in the location of the Protocols.

iii) **Changes to Protocols.** United may change the Protocols from time to time. United will use reasonable commercial efforts to inform Medical Group at least 30 days in advance of any material changes to the Protocols. United may implement changes in the Protocols without Medical Group's consent if the change is applicable to all or substantially all medical groups of the same type and specialty offering similar services in United's network, and are located in the same state as Medical Group. Otherwise, changes to the Protocols proposed by United to be applicable to Medical Group are subject to the requirements regarding amendments in section 10.2 of this Agreement.

5.5 Licensure. Medical Group and Medical Group Professionals will maintain, without material restriction, such licensure, registration, and permits as are necessary to enable Medical Group and Medical Group Professionals to lawfully perform under this Agreement.

5.6 Liability insurance. Medical Group will ensure that Medical Group and all Medical Group Professionals are covered by liability insurance. Except to the extent coverage is a state mandated placement, the liability coverage must be placed with insurance carriers that have an A.M. Best Rating of A-VII or better, and that are authorized or approved to write coverage in the state in which the Covered Services are provided. The liability insurance will be, at a minimum, of the types and in the amounts set forth below. Medical malpractice insurance will be either occurrence or claims made with an extended reporting period option for at least three years. Upon request, Medical Group will submit to United in writing evidence of insurance coverage.

Type of Insurance	Minimum Limits
Medical malpractice and/or professional liability insurance	If Medical Group insures each Medical Group Professional separately, $1,000,000 per occurrence/claim and $3,000,000 aggregate for each Medical Group Professional. OR If Medical Group insures all Medical Group Professionals in a single policy with shared limits: $3,000,000 per occurrence/claim and $5,000,000 aggregate.
Commercial general and/or umbrella liability insurance	$1,000,000 per occurrence/claim and $2,000,000 aggregate.

Type of Insurance	Minimum Limits
Medical malpractice and/or professional liability insurance	If Medical Group insures each Medical Group Professional separately, $5,000,000 per occurrence/claim and aggregate for each Medical Group Professional. OR If Medical Group insures all Medical Group Professionals in a single policy with shared limits: $10,000,000 per occurrence/claim and aggregate.
Commercial general and/or umbrella liability insurance	$5,000,000 per occurrence/claim and aggregate.

In lieu of purchasing the insurance coverage required in this section, Medical Group may self-insure any of the required insurance. Medical Group will maintain a separate reserve for its self-insurance. If Medical Group uses the self-insurance option described in this paragraph, Medical Group will provide to United, prior to the Effective Date, 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. Medical Group will provide a similar statement during the term of this Agreement upon United's request, which will be made no more frequently than annually. Medical Group will assure that its self-insurance fund will comply with applicable laws and regulations.

5.7 Notices by Medical Group. Medical Group will give notice to United within 10 days after any event that causes Medical Group to be out of compliance with section 5.5 or 5.6 of this Agreement. Medical Group will give notice to United at least 30 days prior to any change in Medical Group's name, ownership, control, National Provider ID (NPI) or Taxpayer Identification Number.

In addition, Medical Group will give written notice to United within 10 days after it learns of any of the following:

i) any suspension, revocation, condition, limitation, qualification or other material restriction on a Medical Group Professional's licenses, certifications and permits by any government agency under which a Medical Group Professional is authorized to provide health care services;

ii) any suspension, revocation, condition, limitation, qualification or other material restriction of a Medical Group Physician's staff privileges at any hospital, nursing home or other facility at which a Medical Group Physician has staff privileges during the term of this Agreement;

iii) an indictment, arrest or conviction of a Medical Group Professional for a felony, or for any criminal charge related to the practice of the Medical Group Professional's profession;

iv) the departure of any Medical Group Professional from Medical Group; or

v) any changes to the information contained in Appendix 1**.**

5.8 Customer consent to release of Medical Group Records. Medical Group will obtain any Customer consent required in order to authorize Medical Group to provide access to requested Medical Group Records as contemplated in section 5.9 of this Agreement, including copies of the Medical Group's medical records relating to the care provided to Customer.

5.9 Maintenance of and access to records.

i) **Maintenance.** Medical Group will maintain Medical Group Records for at least 10[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.

ii) **Access to Agencies**. Medical Group will provide access to Medical Group Records to agencies of the government, in accordance with applicable law, to the extent access is necessary to comply with the requirements of such agencies as applicable to Medical Group, United or Payers.

iii) **Access to United.** Medical Group will provide United or its designees access to Medical Group Records for purposes of United's health care operations and other administrative obligations, including without limitation, utilization management, quality assurance and improvement, claims payment, and review or audit of Medical Group's compliance with the provisions of this Agreement and appropriate billing practices.

Medical Group will provide access to Medical Group Records by providing United electronic medical records ("EMR") access and electronic file transfer. When the requested Medical Group Records are not available through EMR access and electronic file transfer, Medical Group will submit those Medical Group Records through other means reasonably acceptable to United, such as facsimile, compact disc, or mail, that is suitable to the purpose for which United requested the Medical Group Records.

Medical Group Records provided by EMR access will be available to United on a 24 hour/7 day a week basis. Medical Group Records provided by electronic file transfer will be available to United within 24[48][72] hours of United's request for those Medical Group Records or a shorter time as may be required for urgent requests for Medical Group Records. Medical Group Records provided by other means will be available in the time frame specified in the request for the Medical Group Records; provided, however, Medical Group will have up to 14 days to provide the Medical Group Records for requests not related to urgent requests. Urgent requests are those requests for Medical Group Records to address allegations of fraud or abuse, matters related to the health and safety of a Customer, or related to an expedited appeal or grievance.

Medical Group may meet the requirements of this section 5.9 directly or through a subcontractor.

iv) **Audits.** Pursuant to paragraph (iii) above, United may request Medical Group Records from Medical Group for purposes of performing an audit of Medical Group's compliance with this Agreement, Medical Group's billing practices, or United's health care operations, including without limitation claims payments. In addition, United may perform audits at Medical Group's locations upon 14 days' prior notice. Medical Group will cooperate with United on a timely basis in connection with any such audit including, among other things, in the scheduling of and participation in an interview to review audit findings, within 30 days after United's request.

v) When Medical Group has provided records through EMR access or file transfer, United will not request duplicative paper records from Medical Group.

vi) Medical Group will provide Medical Group Records free of charge**.**

5.10 Access to data. Medical Group represents that in conducting its operations, it collects and reviews certain quality data relating to care rendered by Medical Group 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 Medical Group has the sole discretion to select the metrics which it will track from time to time and that Medical Group's primary goal in tracking quality data is to advance the quality of patient care. If the information that Medical Group 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 that source. If the Medical Group does not report metrics in the public domain, on a quarterly basis, Medical Group will share these metrics with United as tracked against a database of all commercial patients (including patients who are not Customers). United may publish this data to entities to which United renders services or seeks to render services, and to Customers.

5.11 Compliance with law. Medical Group will comply with applicable regulatory requirements, including but not limited to those relating to confidentiality of Customer medical information.

5.12 Electronic connectivity. When made available by United, Medical Group will do business with United electronically, including using EMR access and connectivity. Medical Group will use the UnitedHealthcare LINK (LINK) service tool, found at www.UHCprovider.com, and/or other electronic connectivity as available, to check eligibility status, claims status, and submit requests for claims adjustment for products supported by United's online resources and other electronic connectivity. Medical Group will use LINK or other tools for additional functionalities (for example, notification of admission, prior authorization and any other available transaction or viewing) after United informs Medical Group that these functionalities have become available for the applicable Customer.

5.13 Employees and Subcontractors. Medical Group will ensure that its employees, affiliates and any individuals or entities subcontracted by Medical Group 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 Medical Group's obligations and accountability under this Agreement with regard to those services.

5.14 Laboratory Services. Medical Group will be reimbursed for Covered Services that are laboratory services only if, (i) Medical Group is certified through the Clinical Laboratory Improvement Amendments (CLIA) to perform those services, or (ii) those services have "waived" status under CLIA and Medical Group is performing those services pursuant to a CLIA Certificate of Waiver. Medical Group must not bill Customers for any other laboratory services.

Article VI
Duties of United and Payers

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

6.2 Liability insurance. United will procure and maintain professional and general liability insurance and other 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.

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

6.4 Notice by United. United will give written notice to Medical Group within 10 days after any event that causes United to be out of compliance with section 6.2 or 6.3 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.

6.5 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.

6.6 Electronic connectivity. As described in section 5.12 of this Agreement, United will do business with Medical Group electronically. United will communicate enhancements in its electronic connectivity functionality as they become available.

6.7 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 VII
Submission, Processing, and Payment of Claims

7.1 Form and content of claims. Medical Group must submit claims for Covered Services as described in the Protocols, using current, correct, and applicable coding.

Medical Group will submit claims only for services performed by Medical Group or Medical Group staff. Pass-through billing is not payable under this Agreement.

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

7.3 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 Covered Services are rendered. If Payer is not the primary payer on a claim, and Medical Group is pursuing payment from the primary payer, the period in which Medical Group must submit the claim will begin on the date Medical Group receives the claim response from the primary payer.

7.4 Payment of claims for Covered Services. Payer will pay claims for Covered Services according to the least of the contract rates in the applicable Payment Appendix, the Medical Group's Customary Charge or as otherwise described in the Payment Appendix, 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 law.

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

Ordinarily, fee amounts listed in the Payment Appendix(ices) are based upon primary fee sources. United reserves the right to use gap-fill fee sources where primary fee sources are not available.

United routinely updates its payment appendices: (1) to remain current with applicable coding practices; (2) in response to price changes for immunizations and injectable medications; and (3) to remain in compliance with HIPAA requirements. United will not attempt to communicate routine updates of this nature. Ordinarily, United's fee schedule is updated using similar methodologies for similar services.

United will give Medical Group at least 90 days written or electronic notice of non-routine fee schedule changes which will substantially alter the overall methodology or reimbursement level of the fee schedule. In the event such changes will reduce Medical Group's overall reimbursement under this Agreement, Medical Group may terminate this Agreement by giving 60 days written notice to United, provided that the notice is given by Medical Group within 30 days after the notice of the fee schedule change.

7.5 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.** Compliance with Protocols and timely claim filing are conditions precedent to payment under this Agreement. Payment will be denied, in whole or in part if Medical Group does not comply with a Protocol or does not file a timely claim as required under section 7.3 of this Agreement. Medical Group may request reconsideration of the denial and the denial will be reversed if Medical Group can show one or more of the following:

a) the denial was incorrect because Medical Group complied with the Protocol.

b) at the time the Protocol required notification or prior authorization, Medical Group (i) did not know and was unable to reasonably determine that the patient was a Customer, (ii) Medical Group took reasonable steps to learn that the patient was a Customer, and (iii) Medical Group promptly submitted a claim after learning the patient was a Customer.

A claim is also subject to denial for other reasons permitted under the Agreement. Reversal of a claim 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. Medical Group may seek and collect payment from a Customer for such services (provided that Medical Group obtained the Customer's prior 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 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), Medical Group may seek or collect payment from the Customer, 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.

7.6 Retroactive correction of information regarding whether patient is a Customer. Prior to rendering services, Medical Group will ask the patient to present his or her Customer identification card. In addition, Medical Group 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 any of 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 Medical Group 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 are not payable under this Agreement, and any payments made with regard to those services may be recovered as overpayments under the process described in section 7.10 of this Agreement. Medical Group may then directly bill the individual, or other responsible party, for those services.

7.7 Payment under this Agreement is payment in full. Payment as provided under section 7.4 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. Medical Group 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 7.7, regardless of whether that amount is less than Medical Group's billed charge or Customary Charge.

7.8 Customer hold harmless. Medical Group 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 Medical Group's billed charge or Customary Charge, or for any amounts denied or not paid under this Agreement due to:

i) Medical Group's failure to comply with the Protocols,

ii) Medical Group'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 consistency with nationally recognized scientific evidence as available, and prevailing medical standards and clinical guidelines, except as provided in section 7.5 of this Agreement.

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

Medical Group may seek payment directly from the Payer or from Customers upon 15 days prior notice to United, after Medical Group seeks and receives confirmation from United that the Payer is in default (other than a default covered by the above clause (v) of this section 7.8). 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 7.8 and section 7.7 will survive the termination of this Agreement, with regard to Covered Services rendered prior to when the termination takes effect.

7.9 Consequences for failure to adhere to Customer protection requirements. If Medical Group 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 7.7 or 7.8 of this Agreement, Medical Group will be in breach of this Agreement. This section 7.9 will apply regardless of whether the Customer or anyone purporting to act on the Customer's behalf has executed a waiver or other document of any kind purporting to allow Medical Group to collect such payment from the Customer.

In the event of such a breach, Payer may deduct, from any amounts otherwise due Medical Group, 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 7.7 through 7.9 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.

7.10 Correction of claims payments. If Medical Group 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 7.10, or through dispute resolution under Article VIII of this Agreement or in any other forum.

Medical Group will repay overpayments within 30 days of written or electronic notice of the overpayment. Medical Group 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.

7.11 Claims payment issues arising from departure of Medical Group Professionals from Medical Group. In the event a Medical Group Professional departs from Medical Group, and uncertainty arises as to whether Medical Group or some other entity is entitled to receive payment for certain services rendered by such former Medical Group Professional, the parties will cooperate with each other in good faith in an attempt to resolve the situation appropriately.

In the event that Medical Group's failure to give timely notice under section 5.7 (iv) of this Agreement resulted in claims payments being made incorrectly to Medical Group, Medical Group will promptly notify United and return such payments to United. In the event Medical Group fails to do so, United may hold Medical Group liable for any attorneys' fees, costs, or administrative expenses incurred by United as a result.

In the event that both Medical Group and some other entity assert a right to payment for the same service rendered by the former Medical Group Professional, United may refrain from paying either entity until the entity to which payment is owed is determined. Provided that United acts in good faith, Medical Group will waive any right to receive interest or penalties under any applicable law relating to the prompt payment of claims.

Article VIII
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, with the exception of any question regarding the arbitrability of the Dispute, and the availability of class arbitration or consolidated arbitration, which is expressly waived below. Disputes also include any dispute in which Medical Group is acting as the assignee of one or more Customer. In such cases, Medical Group agrees that the provisions of this Article VIII 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 Medical Group before Medical Group may invoke any right to arbitration under this Article VIII.

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], [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 be contrary to the terms of this Agreement and require immediate judicial review. Notwithstanding anything in this Agreement to the contrary, this paragraph may not be severed from Article VIII 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 VIII. While the arbitration remains pending, the termination for breach will not take effect.

This Article VIII will survive any termination of this Agreement.

Article IX
Term and Termination

9.1 Term. This Agreement will take effect on the Effective Date. This Agreement has an initial term of three years and renews automatically for renewal terms of one year, until terminated pursuant to section 9.2 of this Agreement.

9.2 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, which notice will include a specific description of the alleged breach; however, the termination will not take effect if the breach is cured within 60 days after notice of the termination or if the termination is deferred under Article VIII 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 5.6 or section 6.2 of this Agreement; or

v) by Medical Group, as described in section 7.4 of this Agreement, in the event of a non-routine fee schedule change.

9.3 Ongoing services to certain Customers after termination takes effect.

i) In the event a Customer is receiving any of the Covered Services listed below, as of the effective date of the termination of this Agreement, or the effective date that a Benefit Plan is added to the list in Appendix 2 of Benefit Plans excluded from this Agreement, Medical Group will continue to render those Covered Services to that Customer, and this Agreement will continue to apply to those Covered Services, after the termination/exclusion takes effect, for the length of time indicated below:

Covered Service	Continuity of Care Period
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
Ongoing services to Medicare Advantage Customers	As described below
Any circumstance where Payer is required by applicable law to provide transition coverage of services rendered by Medical Group after Medical Group leaves the provider network accessed by Payer.	As required by applicable law

ii) **Medicare Advantage Customers.** This subsection only applies if Medical Group participates in networks for Medicare Advantage Benefit Plans under this Agreement.

a) Ninety days prior to the effective date of the termination or expiration of this Agreement, United may close Medical Group's practice to new Medicare Advantage Customers and United may remove Medical Group from any provider directory, online or in print, unless the parties agree otherwise.

b) To protect existing Medicare Advantage Customers who are patients of Medical Group from the disruption caused by the termination or expiration of this Agreement during the course of the Customer's Benefit Plan year, Medical Group will continue to provide Covered Services, and the terms of this Agreement will continue to apply, to Medicare Advantage Customers who have an existing relationship with Medical Group on the date the termination or expiration would be effective under the notice through the end of the calendar year. If the effective date of the termination or expiration would otherwise occur during the month of December, Medical Group will continue to provide Covered Services, and the terms of this Agreement will continue to apply, to such Medicare Advantage Customers through the end of the following calendar year. However, payment to Medical Group for such continued care, as described in this paragraph, will be the greater of the contract rate in place at the time the termination or expiration of the Agreement would have been effective, or 100% of CMS.

Section 9.3(ii)(b) does not apply if United has terminated this Agreement due to:

1) an uncured material breach,
2) Medical Group losing licensure or other governmental authorization necessary to perform this Agreement, or
3) Medical Group failing to have insurance as required under section 5.6 of this Agreement.

Article X
Miscellaneous Provisions

10.1 Entire Agreement. In order for this Agreement to be binding, it must be executed by all parties through written or electronic signature. 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.

10.2 Amendment. United may amend this Agreement or any of the appendices on 90 days' written or electronic notice by sending Medical Group a copy of the amendment.

Additionally, United may amend this Agreement upon written notice to Medical Group in order to comply with applicable regulatory requirements, but only if that amendment is imposed on a similar basis to all or substantially all of the medical groups in United's network that would be similarly impacted by the regulation in question. United will provide at least 30 days' notice of any such regulatory amendment, unless a shorter notice period is necessary in order to comply with regulatory requirements.

Medical Group's signature is not required to make the amendment effective. However, if the amendment is not required by law or regulation and would impose a material adverse impact on Medical Group, then Medical Group may terminate this Agreement on 60 days' written notice to United by sending a termination notice within 30 days after receipt of the amendment.

10.3 Non-waiver. The waiver by either party of any breach of any provision of this Agreement will not operate as a waiver of any subsequent breach of the same or any other provision.

10.4 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 United Affiliate.

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.

10.5 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.

10.6 No third-party beneficiaries. United and Medical Group are the only entities with rights and remedies under this Agreement. Any claims, collection actions or disputes may not be assigned, transferred or sold by either party without the written consent of the other party.

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

10.8 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. All notices will be deemed received upon receipt by the party to which notice is given or on the 5th business day following mailing, whichever occurs first.

10.9 Confidentiality. Neither party may disclose to a Customer, other health care provider, or other third party 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 10.9 does not preclude the disclosure of information by United to a third party as part of the process by which the third party is evaluating administration of benefits or 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.

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

10.11 Regulatory appendices. One or more regulatory appendices 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.

10.12 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.

10.13 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 10.9 of this Agreement, (except for the last paragraph) will survive the termination of this Agreement.

10.14 Fines; Penalties. Medical Group will be responsible for any and all fines or penalties that may be assessed against United by any government agency that arise from Medical Group's failure to execute, deliver or perform its obligations under this Agreement.

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

[Medical Group], as signed by its authorized representative:		*Address to be used to give notice to Medical Group under this Agreement.*	
Signature:	_____	Street:	_____
Print Name:	_____	City:	_____
Title:		State:	_____Zip Code:_____
D/B/A:	_____	Phone:	_____Fax:_____
Date: _____		E-mail:	_____

UnitedHealthcare Insurance Company, on behalf of itself, UnitedHealthcare of Ohio, Inc., UnitedHealthcare Community Plan of Ohio, Inc., and its other affiliates, as signed by its authorized representative:

Signature:	_____
Print Name:	_____
Title:	_____
Date:	_____

Address to be used for giving notice to United under this Agreement:
Street:_____
City:_____
State: _____ Zip Code:_____
Fax:_____
Email:_____

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

Appendix 1
Medical Group Service Locations

Medical Group attests that this Appendix identifies all services and locations covered under this Agreement.

IMPORTANT NOTE: Medical Group acknowledges its obligation under Section 5.7 to promptly report any change in Medical Group's name or Taxpayer Identification Number. Failure to do so may result in denial of claims or incorrect payment.

Practice Name_____
Street Address_____
City_____ State_____ Zip_____
Taxpayer Identification Number(s) (TIN) _____
National Provider ID (NPI) _____

MEDICAL GROUP LOCATION - List BOTH the Service Location and the Billing Address for the Service Location	
Service Location	**Billing Address for the Service Location**
Medical Group Name	**Medical Group Name**
Street Address	**Street Address**
City	**City**
State and Zip Code	**State and Zip Code**
Phone Number	**Phone Number**
TIN (*If different from above*)	
National Provider ID (NPI)	
ADDITIONAL MEDICAL GROUP LOCATIONS - List BOTH the Service Location and the Billing Address for the Service Location	
Service Location	**Billing Address for the Service Location**
Medical Group Name	**Medical Group Name**
Street Address	**Street Address**
City	**City**
State and Zip Code	**State and Zip Code**
Phone Number	**Phone Number**
TIN (*If different from above*)	
National Provider ID (NPI)	

Medical Group Name	**Medical Group Name**
Street Address	**Street Address**
City	**City**
State and Zip Code	**State and Zip Code**
Phone Number	**Phone Number**
TIN (*If different from above*)	
National Provider ID (NPI)	
Medical Group Name	**Medical Group Name**
Street Address	**Street Address**
City	**City**
State and Zip Code	**State and Zip Code**
Phone Number	**Phone Number**
TIN (*If different from above*)	
National Provider ID (NPI)	

Appendix 2
Benefit Plan Descriptions

Section 1. United may allow Payers to access Medical Group'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 Medical Group 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 Medical Group 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.]

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

- Benefit Plans for workers' compensation benefit programs.

- [Individual Exchange Benefit Plans.]

- 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.]

- [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.]

- 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".]

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 Medical Group'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 Medical Group 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 Medical Group's participation status in Benefit Plans impacted by that change, and further provided that United provides Medical Group 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 Medical Group may provide Covered Services under this Agreement, Medical Group 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 Medical Group 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 Medical Group.

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	www.UHCprovider.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	www.UHCprovider.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	UnitedHealthcare Community Plan of Michigan Physician, Health Care	www.UHCprovider.com]

Children's Special Health Care Services Benefit Plans	Professional, Facility and Ancillary Care Provider Manual	
[Pennsylvania Medicaid, CHIP, Healthy Pennsylvania Program	Pennsylvania UnitedHealthcare Community Plan Physician, Health Care Professional, Facility and Ancillary Administrative Guide.	www.UHCprovider.com]

Medical Group Professional Roster

IMPORTANT NOTE: Medical Group acknowledges its obligation to notify United of any change in Medical Group Professionals in accordance with Article IV and Section 5.7. Failure to do so may result in denial of claims or incorrect payment.

Medical Group represents that it has provided United with a Medical Group Professional Roster that includes all of the following data elements for each Medical Group Professional:

- Name of Professional (first name, middle initial, last name)
- Degree (MD, DO, NP, PA, other)
- Gender (M/F)
- Provider Specialty(ies) (primary, secondary, additional specialties)
- Operates as and willing to be listed/assigned as a Primary Care Professional "PCP" (Y/N)
- State License Number
- Medicaid ID Number
- NPI Number
- Foreign Language(s)
- Admitting Hospital(s)

If any data element is not applicable to a specific Medical Group Professional, Medical Group will indicate "not applicable" in the appropriate field. Acceptable formats include in writing, electronically in Excel, ANSI, or text (comma delineated) formats.

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:

Physician	Facility/Ancillary
_____ Fee for Service	**_____ Fee For Service (includes fixed rates, per unit and /or fee schedule)**
_____ Capitation	**_____ Per Visit**
_____ Risk	**_____ Other_____**
_____ Other	

Reimbursement Methodology: See attached Appendix _____

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

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**
_____ Commercial Plan other than Options PPO
_____ Worker's Compensation
_____ Medicare
_____ Medicaid

For additional detail see enclosed Benefit Plan Descriptions Appendix

III. Term/Duration of Contract

Duration:

_____ Facility Participation Agreement - _____ Years, with automatic renewal for One year terms thereafter
_____ Ancillary - _____ Years, with automatic renewal for One year terms thereafter
_____ Simplified Physician Agreement – One Year, with automatic annual renewal
_____ Practitioner Agreement – One Year, with automatic annual renewal
_____ Simplified Medical Group Agreement –_____ Years, with automatic annual renewal
_____ Medical Group Agreement - _____ Years, with automatic renewal for One year terms thereafter
_____ 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.
Refer to Member ID Card for mailing and electronic submission of claims
For information regarding the contents of this form, please call:
_____ Cleveland – 1-800-468-5001
_____ Columbus – 1-800-328-8835
_____ Cincinnati/Dayton (SW Ohio) – 1-800-752-7106

V. Dispute Resolution Process

Facility and Medical Group Participation Agreements - Please refer to the Dispute Resolution section of the agreement.

Simplified Physician Agreement (SPA), Practitioner Agreement (PAT), Medical Group Contract (SMGA) or Simplified Practitioner Agreement (SPGA) - Please refer to the "What if we do not agree" section of the agreement.

You can also find information in the Protocols section of the Administrative Guide.

VI. Subject and Order of Addenda

Simplified Physician Agreement/Practitioner Agreement _____ **Appendix 1 List of Appendices** _____ **Appendix 2 – Benefit Plan Descriptions Appendix** _____ **Payment Appendix(ices)** _____ **Appendix 3 _____** _____ **Appendix 4 _____** _____ **Medicare Regulatory Appendix** _____ **Medicaid Regulatory Appendix, including Medicaid Addendum** _____ **Ohio Regulatory Appendix**	Simplified Medical Group Agreement _____ **Appendix 1 (depending on template type)** _____ **Appendix 2 – Benefit Plan Descriptions Appendix** _____ **Payment Appendix(ices)** _____ **Appendix 3 _____** _____ **Appendix 4 _____** _____ **Medicare Regulatory Appendix** _____ **Medicaid Regulatory Appendix, including Medicaid Addendum** _____ **Ohio Regulatory Appendix**
Medical Group Agreement _____ **Appendix 1 (depending on template type)** _____ **Appendix 2 – Benefit Plan Descriptions Appendix** _____ **Additional Manuals** _____ **Payment Appendix(ices)** _____ **Medicare Regulatory Appendix** _____ **Medicaid Regulatory Appendix, including Medicaid Addendum** _____ **Ohio Regulatory Appendix**	Facility Participation Agreement _____ **Appendix 1 (depending on template type)** _____ **Appendix 2 – Benefit Plan Descriptions Appendix** _____ **Additional Manuals** _____ **Payment Appendix(ices)** _____ **Medicare Regulatory Appendix** _____ **Medicaid Regulatory Appendix, including Medicaid Addendum** _____ **Ohio Regulatory Appendix**
Ancillary Agreement _____ **Appendix 1 (depending on template type)** _____ **Appendix 2 – Benefit Plan Descriptions Appendix** _____ **Additional Manuals** _____ **Payment Appendix(ices)** _____ **Medicare Regulatory Appendix** _____ **Medicaid Regulatory Appendix, including Medicaid Addendum** _____ **Ohio Regulatory Appendix**	Simplified Practitioner Agreement _____ **Appendix 1 List of Appendices** _____ **Appendix 2 – Benefit Plan Descriptions Appendix** _____ **Payment Appendix(ices)** _____ **Appendix 3 _____** _____ **Appendix 4 _____** _____ **Medicare Regulatory Appendix** _____ **Medicaid Regulatory Appendix, including Medicaid Addendum** _____ **Ohio Regulatory Appendix**

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.