Ohio Regulatory Requirements Appendix

This Ohio Regulatory Requirements Appendix (the "Appendix") is made part of the agreement ("Agreement") entered into between **United HealthCare Insurance Company,** contracting on behalf of itself, the entities named in the Agreement, and the other entities that are United's Affiliates (collectively referred to as "United") and the health care professional or entity named in the Agreement ("Provider").

This Appendix applies to all products or benefit plans sponsored, issued or administered by or accessed through United to the extent such products are regulated under Ohio laws; provided, however, that the requirements in this Appendix will not apply to the extent they are preempted by the Medicare Modernization Act or other applicable law.

United and Provider each agree to be bound by the terms and conditions contained in this Appendix. In the event of a conflict or inconsistency between this Appendix and any term or condition contained in the Agreement, this Appendix shall control, except with regard to Benefit Plans outside the scope of this Appendix.

If any of the capitalized terms in this Appendix are used or defined (or the equivalent terms are used or defined) in the Agreement, then the terms used in this Appendix will have the same meaning as the terms (or equivalent terms) used or defined in the Agreement. For example, "Benefit Plans," as used in this Appendix, will have the same meaning as "benefit contracts"; "Customer," as used in this Appendix, will have the same meaning as "member," "enrollee," or "covered person"; "Payer," as used in this Appendix, will have the same meaning as "participating entity"; "Provider," as used in this Appendix, will have the same meaning as "Facility," "Medical Group," "Ancillary Provider," "Physician," or "Practitioner." Additionally, if the Agreement uses pronouns to refer to the contracted entities, then "United" will have the same meaning as "we" or "us," and "Provider" will have the same meaning as "you" or "your."

This Appendix will be deemed to be updated to incorporate any changes to the laws and regulations referenced herein, including any changes to definitions referenced herein, effective as of the date of such changes.

Unless otherwise defined in this Appendix, all capitalized terms contained in the Appendix shall be defined as set forth in the Agreement.

Provisions applicable to Benefit Plans regulated under Ohio health insuring corporation laws:

1. Definitions. Any terms used in this Agreement that are defined in Ohio Revised Code, Chapter 1751, Health Insuring Corporations, shall be used in this Agreement in a manner consistent with the statutory definitions.

2. Covered Services. Provider acknowledges that Provider has received a description of the method by which Provider shall be notified of the specific health care services for which Provider is responsible, including any limitations or conditions on such services and, if Provider is a primary care provider, including whether Provider is required to provide or arrange for the provision of Covered Services twenty-four (24) hours per day, seven (7) days per week.

3. Customer Hold Harmless. Provider agrees that in no event, including but not limited to nonpayment by Payer, insolvency of United or breach of this Agreement, shall Provider bill, charge, collect a deposit from, seek remuneration or reimbursement from, or have any recourse against, a Customer, or person acting on behalf of a Customer, for Covered Services provided pursuant to this

Agreement. This provision does not prohibit Provider from collecting any copayments, deductibles or coinsurance for which the Customer is responsible as specifically provided in the Benefit Plan, or fees for uncovered health care services delivered to a Customer, nor from any recourse against Payer or United, as applicable, or its successor. This Section shall survive termination of this Agreement with respect to Covered Services provided under the Agreement during the time the Agreement was in effect regardless of the reason for termination, including insolvency of United.

4. Continuity of Care. Subject to the conditions set forth below, for a period of thirty (30) days following termination of this Agreement due to United's insolvency or discontinuance of operations, Provider shall continue to provide Covered Services to Customers as needed to complete any medically necessary procedures commenced but unfinished at the time of such termination. The completion of a medically necessary procedure shall include the rendering of all Covered Services that constitute medically necessary follow-up care for that procedure.

(a) Inpatient Care. If a Customer is receiving necessary inpatient hospital care at the time of such termination, the provision of Covered Services under this Section shall remain subject to the limits, if any, contained in the Customer's Benefit Plan with regard to inpatient hospital services. The continuation of coverage shall terminate at the earliest occurrence of any of the following:

(i) the Customer's discharge from the hospital;
(ii) the determination by the Customer's attending physician that inpatient care is no longer medically indicated;
(iii) the Customer reaching the limit for Covered Services; or
(iv) the effective date of any new coverage for the Customer.

(b) Limiting Events. Provider shall not be required to continue to provide Covered Services after the occurrence of any of the following:

(i) the end of the thirty (30)-day period following the entry of a liquidation order under Ohio Revised Code, Chapter 3903;
(ii) the end of the Customer's period of coverage for a contractual prepayment or premium;
(iii) the Customer obtains equivalent coverage with another health insuring corporation or insurer, or the Customer's employer obtains such coverage for the Customer;
(iv) the Customer or the Customer's employer terminates coverage under the Benefit Plan; or
(v) a liquidator effects a transfer of the United's obligations under this Agreement pursuant to Ohio Revised Code, Section 3903.21(A)(8).

5. Administrative Policies and Procedures. Provider acknowledges that Provider has received a clear statement of the rights and responsibilities of United and Provider with respect to United's administrative Protocols, including but not limited to payments systems, Care Coordination SM/utilization review, quality assurance, assessment and improvement programs, credentialing, confidentiality requirements and any applicable federal or state programs.

6. Health Records. Provider shall maintain all Customer health records in the manner required under applicable state and federal law. Additionally, Provider shall maintain adequate medical, financial, and administrative records related to Covered Services rendered by Provider under this Agreement. In order to monitor and evaluate the quality of care, conduct evaluations and audits, and to determine on a

concurrent or retrospective basis the necessity of and appropriateness of Covered Services provided to Customers, United shall have access to such information and records. Provider shall also make these records available to appropriate state and federal authorities involved in assessing the quality of care or in investigating Customer grievances or complaints.

7. Confidentiality. Any data or information pertaining to the diagnosis, treatment or health of any Customer that is obtained by United from Customer or from Provider shall be held in confidence and shall not be disclosed to any person except under the following circumstances: (a) to the extent that it may be necessary to carry out the purposes of Ohio Revised Code, Chapter 1751; (b) upon the express consent of the Customer; (c) pursuant to applicable statute or court order for the production of evidence; or (d) in the event of claim litigation between the Customer or Provider and United wherein such data or information is pertinent. Provider understands that United is entitled to claim any statutory privilege against disclosure that the provider who furnished the data or information to United is entitled to claim.

8. Cooperation in Administrative Programs. Provider shall cooperate with United in United's administrative programs that are applicable to Provider, including Care Coordination℠/utilization review. Such cooperation shall include Provider granting United access to Customers' medical records during regular business hours or providing copies of such records as requested.

9. Assignment. Provider shall not assign or delegate any of Provider's rights or responsibilities under this Agreement without United's prior written consent.

10. Insurance. Provider shall maintain adequate professional liability and malpractice insurance, at such levels as required by United. Provider shall notify United within ten days after Provider's receipt of notice of any reduction or cancellation of such insurance coverage.

11. Delivery of Covered Services.

(a) Provider/Patient Relationship. Provider shall observe, protect and promote the rights of Customers as patients. Nothing contained in this Agreement shall be construed to limit or otherwise restrict Provider's ethical and legal responsibility to fully advise Customers about their medical condition and about medically appropriate treatment options.

(b) No Discrimination. Provider shall provide Covered Services without discrimination on the basis of a Customer's participation in a Benefit Plan, age, sex, ethnicity, religion, sexual preference, health status, or disability, and without regard to the source of payments made for Covered Services rendered to a Customer.

12. Dispute Resolution. Provider acknowledges that Provider understands United's procedures for resolving disputes that may arise out of this Agreement.

13. United Monitoring. If Provider is a health care facility, Provider recognizes United's responsibility pursuant to applicable Ohio law to monitor and oversee the provision of Covered Services to Customers.

14. No Financial Inducement to Limit Medically Necessary Care. Nothing in this Agreement shall be construed as an offer or inducement to reduce or limit medically necessary health care services to a Customer.

15. No Prohibited Penalties. Provider and United agree that this Agreement does not contain any provision that shall be construed to penalize Provider for the following:

(a) assisting a Customer to seek a reconsideration of United's decision to deny or limit benefits to a Customer;
(b) principally advocating for medically necessary health care services; or
(c) providing information or testimony to a legislative or regulatory body or agency, unless such information or testimony is libelous, slanderous or discloses trade secrets that the Provider has no privilege or permission to disclose.

16. Receipt of Information. Provider acknowledges that prior to entering into this Agreement, United disclosed basic information to Provider as required by Ohio Revised Code, Section 1753.07. Provider further acknowledges that Provider has received (a) any material information affecting the Provider that is incorporated by reference into this Agreement, except such information that is otherwise available as a public record, and (b) United's applicable provider manuals and administrative manuals, if any.

17. Intermediaries. The provisions of this Section shall only apply if Provider is an intermediary organization, as defined under Ohio law.

(a) Approval of Providers and Facilities. United must approve or disapprove the participation of any provider or health care facility with which Provider contracts.

(b) Intermediary Contracts. Unless Provider is a health delivery network contracting solely with self-insured employers, any subcontract between Provider and a provider or health care facility shall contain all of the following:

(i) the requirements provided in Sections 1-13 of this Appendix;
(ii) an acknowledgement that United is a third party beneficiary; and
(iii) an acknowledgement of United's role in approving participation of the provider or health care facility as required this Section.

(c) Books and Records. Provider shall provide the Ohio Superintendent of Insurance with regulatory access to all books, records, financial information, and documents related to the provision of Covered Services to Customers under this Agreement. Provider shall maintain such books, records, financial information, and documents at its principal place of business in the State of Ohio and preserve them for a period of at least three years following termination of this Agreement in a manner that facilitates regulatory review.

18. Prompt Payment. Provider, Payer and United shall comply with applicable sections of Ohio laws and regulations as they relate to the payment and processing of claims, including those set forth in Ohio Rev. Code §3901.381.

19. No Most-Favored-Nation Provision. Pursuant to Ohio Statutes, Section §3963.11, nothing in this Agreement will be construed as a most favored nation provision, nor will this Agreement be amended to include a most favored nation provision.

20. Material Change to Agreement. If United proposes an amendment to the Agreement that is not a material amendment, as defined by Ohio Statutes, Section §3963.01(J), United shall provide the Provider notice of the amendment at least fifteen days prior to the effective date of the amendment. United shall provide all other notices to Provider pursuant to the Agreement.

If United proposes a material amendment to the Agreement it shall become effective only if United first provides written notice of the material amendment to Provider no later than ninety (90) days prior to the effective date of the material amendment. The notice shall be conspicuously entitled "Notice of Material Amendment to Agreement."

Provider may object to the material amendment by sending written notice to United within fifteen (15) days after receiving notice of the material amendment. If a resolution to the objection cannot be agreed upon between the parties, either party may terminate the Agreement upon written notice provided to the other party no less than sixty (60) days prior to the effective date of the material amendment. If Provider does not object to the material amendment within the above time frame, the material amendment will become effective as specified in the notice.

This section does not apply (1) if the delay caused by compliance could result in imminent harm to a Customer, (2) if the material amendment is required by state or federal law, rule, or regulation, (3) if Provider affirmatively accepts the material amendment in writing and agrees to an earlier effective date than otherwise required by paragraph one of this section, or (4) if the Agreement requires the amendment to be signed by both parties.

Provisions applicable to Benefit Plans regulated by the State of Ohio but not subject to Ohio health insuring corporation laws:

1. Prompt Payment. Provider, Payer and United shall comply with applicable sections of Ohio laws and regulations as they relate to the payment and processing of claims, including those set forth in Ohio Rev. Code §3901.381.