

SERFF Tracking Number: UHLC-126300272 State: Arkansas
Filing Company: UnitedHealthcare of Arkansas, Inc. State Tracking Number: 43468
Company Tracking Number:
TOI: H21 Health - Other Sub-TOI: H21.000 Health - Other
Product Name: AR Provider Contract Filing
Project Name/Number: /

Filing at a Glance

Company: UnitedHealthcare of Arkansas, Inc.

Product Name: AR Provider Contract Filing

TOI: H21 Health - Other

Sub-TOI: H21.000 Health - Other

Filing Type: Form

SERFF Tr Num: UHLC-126300272 State: Arkansas

SERFF Status: Closed-Approved-
Closed State Tr Num: 43468

Co Tr Num:

Author: Ebony Terry

Date Submitted: 09/10/2009

State Status: Approved-Closed

Reviewer(s): Rosalind Minor

Disposition Date: 10/14/2009

Disposition Status: Approved-
Closed

Implementation Date:

Implementation Date Requested: On Approval

State Filing Description:

General Information

Project Name:

Project Number:

Requested Filing Mode:

Explanation for Combination/Other:

Submission Type: New Submission

Overall Rate Impact:

Filing Status Changed: 10/14/2009

Status of Filing in Domicile: Authorized

Date Approved in Domicile:

Domicile Status Comments:

Market Type:

Group Market Size:

Group Market Type:

Explanation for Other Group Market Type:

State Status Changed: 10/14/2009

Created By: Ebony Terry

Corresponding Filing Tracking Number:

Deemer Date:

Submitted By: Ebony Terry

Filing Description:

Independent Provider Agreement Filing

Company and Contact

Filing Contact Information

Ebony Terry, Compliance Analyst

4 Taft Court

Rockville, MD 20850

Ebony_N_Terry@uhc.com

301-838-5611 [Phone]

301-838-5676 [FAX]

Filing Company Information

<i>SERFF Tracking Number:</i>	<i>UHLC-126300272</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>UnitedHealthcare of Arkansas, Inc.</i>	<i>State Tracking Number:</i>	<i>43468</i>
<i>Company Tracking Number:</i>			
<i>TOI:</i>	<i>H21 Health - Other</i>	<i>Sub-TOI:</i>	<i>H21.000 Health - Other</i>
<i>Product Name:</i>	<i>AR Provider Contract Filing</i>		
<i>Project Name/Number:</i>	<i>/</i>		
UnitedHealthcare of Arkansas, Inc.	CoCode: 95446	State of Domicile: Arkansas	
Plaza West Building	Group Code:	Company Type: HMO	
415 North McKinley Street, Suite 300	Group Name:	State ID Number:	
Little Rock, AK 72205	FEIN Number: 63-1036819		
(952) 992-7428 ext. [Phone]			

Filing Fees

Fee Required?	No
Retaliatory?	No
Fee Explanation:	
Per Company:	No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
UnitedHealthcare of Arkansas, Inc.	\$50.00	09/10/2009	30461943

SERFF Tracking Number: UHLC-126300272

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Rosalind Minor	10/14/2009	10/14/2009

Objection Letters and Response Letters

Objection Letters				Response Letters		
Status	Created By	Created On	Date Submitted	Responded By	Created On	Date Submitted
Pending Industry Response	Rosalind Minor	09/24/2009	09/24/2009			

Amendments

Schedule	Schedule Item Name	Created By	Created On	Date Submitted
Form	IPA Regulatory Appendix	Ebony Terry	10/12/2009	10/12/2009

SERFF Tracking Number: UHLC-126300272 State: Arkansas
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Disposition

Disposition Date: 10/14/2009

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

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Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification	Approved-Closed	Yes
Supporting Document	Application	Approved-Closed	Yes
Supporting Document	Health - Actuarial Justification	Approved-Closed	Yes
Supporting Document	Outline of Coverage	Approved-Closed	Yes
Supporting Document	Cover Letter	Approved-Closed	Yes
Form	Independent Provider Contract	Approved-Closed	Yes
Form	IPA Regulatory Appendix	Approved-Closed	Yes

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Company Tracking Number:
TOI: H21 Health - Other Sub-TOI: H21.000 Health - Other
Product Name: AR Provider Contract Filing
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Objection Letter

Objection Letter Status Pending Industry Response
Objection Letter Date 09/24/2009
Submitted Date 09/24/2009
Respond By Date 10/24/2009

Dear Ebony Terry,

This will acknowledge receipt of the captioned filing.

Objection 1

- Independent Provider Contract, AR_IPA Agreement_Opt In_08.2009 (Form)

Comment:

Please refer to item 10.4, Ongoing Services to Certain Customers after Termination Takes Effect. The length of time outlined for certain conditions do not comply with ACA 23-99-408 (2).

Please feel free to contact me if you have questions.

Sincerely,

Rosalind Minor

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Amendment Letter

Submitted Date: 10/12/2009

Comments:

Ms. Minor,

Thank you for your response. I have attached the previously approved Regulatory Appendix that is to be used in conjunction with the Contract. I believe, this should satisfy the objection. If you have any additional questions or need anything else from me, please let me know.

Ebony N. Terry
 Compliance Analyst, Regulatory Affairs
 240.632.8056

Changed Items:

Form Schedule Item Changes:

Form Schedule Item Changes:

Form Number	Form Type	Form Name	Action	Form Action Other	Previous Filing #	Replaced Form #	Readability Score	Attachments
UHC/FAC.M Policy/Contr GA.ANCL- act/Fraternal REGAPX.08. Certificate 06.AR	IPA	Regulatory Appendix	Initial					Arkansas_Reg_Require_FPA_MGA2006 (4) IPA 10.11.09.pdf

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Form Schedule

Lead Form Number: AR_IPA Agreement_Opt In_08.2009

Schedule Item	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
Approved-Closed 10/14/2009	AR_IPA Agreement_Opt In_08.2009	Policy/Contract	Independent Provider Contract	Initial			AR_IPA agmt w opt-in 8 17 09 filing (3).pdf
Approved-Closed 10/14/2009	UHC/FAC. MGA.ANCL - REGAPX.0 8.06.AR	Policy/Contract	IPA Regulatory Appendix	Initial			Arkansas_Reg_Require_FPA_MGA2006 (4) IPA 10.11.09.pdf

Independent Physician Association Participation Agreement

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

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

- i) _____, 200_ or
- ii) the first day of the first calendar month that begins at least 30 days after the date when this Agreement has been executed by all parties.

Through contracts with physicians and other providers of health care services, United maintains one or more networks of providers that are available to Customers. IPA acts as a messenger to facilitate agreements between its member health care professionals and payers, and represents that it is lawfully authorized to do so.

United wishes to arrange to make health care professionals services available to Customers via the IPA. IPA wishes to provide its services, under the terms and conditions set forth in this Agreement.

The parties therefore enter into this Agreement.

Article I. Definitions

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

1.1 "Benefit Plan" means a certificate of coverage, summary plan description, or other document or agreement, whether delivered in paper, electronic, or other 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 Participating IPA Health Care Professional that does not exceed the fee Participating IPA Health Care Professional 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 "IPA Physician" is a Doctor of Medicine ("M.D."), or a Doctor of Osteopathy ("D.O."), duly licensed and qualified under the laws of the jurisdiction in which Covered Services are provided, who has an agreement, directly or through another entity such as a medical group, in effect with IPA that authorizes IPA to act as a messenger in the IPA Physician's negotiations with Payers, along the lines described in this Agreement.

1.6 “IPA Non-Physician Provider” is a surgical assistant, physician assistant, nurse practitioner, physical therapist, occupational therapist, speech therapist, mental health provider, or licensed social worker, who is duly authorized under the laws of the jurisdiction in which Covered Services are provided, and who has an agreement, directly or through another entity such as a medical group, in effect with IPA that authorizes IPA to act as a messenger in the IPA Non-Physician Provider’s negotiations with Payers, along the lines described in this Agreement.

1.7 “IPA Health Care Professional” is an IPA Physician or an IPA Non-Physician Provider.

1.8 “Participating IPA Health Care Professional” is an IPA Health Care Professional who participates in United’s network through this Agreement.

1.9 “Payment Policies” are the guidelines adopted by United for calculating payment of claims under this Agreement. The Payment Policies may change from time to time as discussed in section 8.4 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 Participating IPA Health Care Professionals’ services under this Agreement.

1.11 “Protocols” are the programs, protocols and administrative procedures adopted by United or a Payer to be followed by Participating IPA Health Care Professionals in providing services and doing business with United and Payers under this Agreement. These Protocols may include, among other things, credentialing and recredentialing processes, utilization management and care management processes, quality improvement, peer review, Customer grievance, concurrent review, or other similar United or Payer programs. The Protocols may change from time to time as discussed in section 6.4 of this Agreement.

1.12 “United’s Affiliates” are those entities controlling, controlled by, or under common control with UnitedHealthcare Insurance Company.

Article II.

Representations and Warranties

2.1 Representations and Warranties of IPA. IPA, by virtue of its execution and delivery of this Agreement, represents and warrants as follows:

(a) IPA is duly organized and a validly existing legal entity in good standing under the laws of its jurisdiction of organization. IPA operates lawfully as a messenger and its involvement in this Agreement does not violate any laws applicable to contracting between health care providers and payers. The agreement between IPA and the Participating IPA Health Care Professionals obligates the Participating IPA Health Care Professionals to abide by the terms and conditions of this Agreement.

(b) IPA 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 IPA have been duly and validly authorized by all action necessary under its organizational documents and applicable corporate law.

(c) The execution, delivery and performance of this Agreement by IPA do not and will not violate or conflict with (i) the organizational documents of IPA, (ii) any material agreement or instrument to which IPA is a party or by which IPA or any material part of its property is bound, or (iii) applicable law. IPA has the unqualified authority to bind, and does bind, itself and Participating Health Care Professionals to all of the terms and conditions of this Agreement, including any Appendices, Attachments and Exhibits, as applicable.

(d) IPA 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.

(e) IPA has been given an opportunity to review the Protocols and Payment Policies and acknowledges that it and the Participating IPA Health Care Professionals are bound by the Protocols and that claims under this Agreement will be paid in accordance with the Payment Policies.

(f) Each submission of a claim by a Participating IPA Health Care Professional pursuant to this Agreement shall be deemed to constitute the representation and warranty by Participating IPA Health Care Professional to United that (i) the Participating IPA Health Care Professional has complied with the requirements of this Agreement with respect to the Covered Services involved and the submission of such claim, (ii) the charge amount set forth on the claim is the Customary Charge and (iii) 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:

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

(b) 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.

(c) The execution, delivery and performance of this Agreement by United do not and will not violate or conflict with (i) the organizational documents of United, (ii) 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 (iii) applicable law.

(d) 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 IPA Services. This Agreement applies to Covered Services provided by the Participating IPA Health Care Professionals. IPA Health Care Professionals can become Participating IPA Health Care Professionals as further described in Article IV of this Agreement.

3.2 Payers and Benefit Plan types. United may allow Payers to access Participating IPA Health Care Professionals' services under this Agreement for the Benefit Plan types described in Appendix 2. Appendix 2 may be modified by United upon 30 days written or electronic notice.

3.3 Services not covered under a Benefit Plan. This Agreement does not apply to services not covered under the applicable Benefit Plan. Participating IPA Health Care Professional may seek and collect payment from a Customer for such services, provided that the Participating IPA Health Care Professional first obtains the Customer's written consent.

This section does not authorize Participating IPA Health Care Professional to bill or collect from Customers for Covered Services for which claims are denied or otherwise not paid. That issue is addressed in sections 8.5 and 8.8 of this Agreement.

3.4 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 8.6 of this Agreement addresses circumstances in which claims for services rendered to such persons are inadvertently paid by a Payer.

3.5 Health Care. Participating IPA Health Care Professional acknowledges that this Agreement and Customer Benefit Plans do not dictate the health care provided by Participating IPA Health Care Professional, or govern Participating IPA Health Care Professional's determination of what care to provide his or her patients, even if those patients are Customers. The decision regarding what care is to be provided remains with Participating IPA Health Care Professional and with Customers, and not with United or any Payer.

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

Article IV.

Participation of IPA Health Care Professionals in United's Network

4.1 IPA Health Care Professionals as Participating Providers. Within [] days after the execution of this Agreement, United and IPA will mutually develop and approve a list of IPA Health Care Professionals who do not already participate in United's network and who will be given the opportunity to participate through this Agreement. Within [] days after that list is finalized, IPA will present Appendix 1 (with this Agreement attached) to each IPA Health Care Professional who is included on the list, so that such IPA Health Care Professional can decide whether to participate in United's network through this Agreement. IPA will facilitate the execution and return to United of Appendix 1 by those IPA Health Care Professionals who choose to participate.

In the event additional health care professionals become IPA Health Care Professionals in the future, IPA will present Appendix 1 (with this Agreement attached) to them, and thereby give them the opportunity through this Agreement to become Participating IPA Health Care Professionals, only in the event that United and IPA specifically agree in writing to extend that opportunity to such IPA Health Care Professionals.

Nothing in this Agreement shall preclude United from negotiating its own arrangements with any IPA Health Care Professional, including Participating IPA Health Care Professionals who choose to participate in United's network on a direct basis.

In the event an IPA Health Care Professional also participates in one or more other independent physician associations under contract with United, United may ask the IPA Health Care Professional to select one independent physician association arrangement through which the IPA Health Care Professional will participate with United. In the event the IPA Health Care Professional does not make a selection, United may make the selection. In any case, the independent physician association arrangement selected will be the only independent physician association arrangement governing the relationship between United and the IPA Health Care Professional.

United will notify IPA in the event a Participating IPA Health Care Professional chooses to participate in United's network through a direct contract with United or through another independent physician association.

4.2 IPA Health Care Professionals who are not Participating IPA Health Care Professionals. Despite having executed Appendix 1, an IPA Health Care Professional is not a Participating IPA Health Care Professional if:

- i) The IPA Physician (or an IPA Non-Physician Provider, in the event such provider is of a provider type that United credentials) has been denied participation in United's credentialing program, or has submitted a credentialing application to United that remains pending, or has failed to submit a credentialing application to United;
- ii) The IPA Health Care Professional has been terminated from participation in United's network pursuant to section 10.2 of this Agreement; or
- iii) The IPA Health Care Professional is subject, or becomes subject, to an individual or medical group contract with United to participate in United's network as described in section 4.1 of this Agreement; or
- iv) The IPA Health Care Professional participates in United's network through an arrangement between United and another independent physician association as described in section 4.1 of this Agreement.

4.3 Credentialing. Participating IPA Health Care Professionals who are IPA Physicians will participate in and cooperate with United's credentialing program. Participating IPA Health Care Professionals who are IPA Non-Physician Providers will participate in and cooperate with United's credentialing program to the extent such IPA Non-Physician Providers are subject to credentialing by United.

4.4 IPA Health Care Professionals Who Belong to IPA Through a Medical Group That Is a Participating IPA Health Care Professional. When a health care professional becomes an IPA Health Care Professional by joining a medical group that is a Participating IPA Health Care Professional, the parties will work together to arrange for the new IPA Health Care Professional to be credentialed by United, so that the health care professional can become a Participating IPA Health Care Professional like the other members of his or her medical group, as follows: IPA will notify United at least 30 days before the health care professional begins practicing with the medical group. In the event that the medical group's agreement with the new health care professional provides for a starting date that would make it impossible for IPA to provide 30 days advance notice to United, then IPA will give notice to United within five business days after receiving notice from medical group of the new health care professional. In either case, the new health care professional will submit and complete a credentialing application to

United within 30 days of signing the agreement to join the medical group and thus the IPA, unless the new health care professional already has been credentialed by United and is already a participant in United's network.

The requirements of this section 4.4 apply to physicians and also to non-physician providers who are subject to credentialing by United.

4.5 Covered Services by IPA Health Care Professionals who are not Participating Providers. If a medical group is a Participating IPA Health Care Professional but includes a health care professional who does not participate in United's network pursuant to section 4.2 (i) or (ii) of this Agreement, that health care professional will not render Covered Services to a Customer. In the event such health care professional does render health services to a Customer, neither IPA, the medical group, nor the health care professional will submit a claim or other request for payment to United or Payer, or seek or accept payment from the Customer.

4.6 Roster of Participating IPA Health Care Professionals. As needed, United and IPA will consult from time to time in order to confirm their shared understanding as to which health care professionals are currently Participating IPA Health Care Professionals.

Article V. Duties of IPA

5.1 IPA Services. IPA shall arrange for Participating IPA Health Care Professionals to render Covered Services to all Customers. IPA shall cause Participating Health Care Professionals to comply with all applicable obligations set forth in this Agreement, including those set forth in Articles VI and VIII. Any communications from IPA that set forth these obligations to the Participating IPA Health Care Professionals must be reviewed and approved by United before such communications may take effect with respect to United.

5.2 IPA/United Coordinator. IPA shall appoint a coordinator who shall assume the day-to-day responsibilities with regard to IPA's performance under this Agreement and serve as the primary liaison with United. The coordinator shall also assist United or Payer in responding promptly to Customer complaints and grievances, and assist United or Payer in resolving other Customer issues including, but not limited to, balance billing of Customers by Participating IPA Health Care Professionals.

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

5.4 Liability Insurance. IPA will assure that IPA is covered by liability insurance. Except to the extent coverage is a state mandated placement, the liability coverage must be placed with responsible, financially sound insurance carriers authorized or approved to write coverage in the state in which the Covered Services are provided. The liability insurance shall be, at a minimum, of the types and in the amounts set forth below. Prior to the Effective Date of this Agreement and within 10 days of each policy renewal thereafter, IPA shall submit to United in writing evidence of insurance coverage.

TYPE OF INSURANCE

MINIMUM LIMITS

Professional liability insurance, including coverage for errors and omissions

One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars aggregate

(\$3,000,000.00)

Directors and officers liability insurance One Million Dollars (\$1,000,000.00)

Commercial general and/or umbrella liability insurance One Million Dollars (\$1,000,000.00) per occurrence and aggregate

5.5 Notice. IPA will give written notice to United within 10 days after any event that causes IPA to be out of compliance with section 5.3 or 5.4 of this Agreement, or of any change in IPA's name, ownership, control, or Taxpayer Identification Number. This section does not apply to changes of ownership or control that result in IPA being owned or controlled by an entity with which it was already affiliated prior to the change. In addition, IPA 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 Participating IPA Health Care Professional's licenses, certifications and permits by any government agency under which a Participating IPA Health Care Professional is authorized to provide health care services;
- ii) any suspension, revocation, condition, limitation, qualification or other material restriction of a Participating IPA Physician's staff privileges at any licensed hospital, nursing home or other facility at which a Participating IPA Physician has staff privileges during the term of this Agreement;
- iii) indictment, arrest or conviction of a Participating IPA Health Care Professional for a felony, or for any criminal charge related to the practice of the Participating IPA Health Care Professional's profession; or
- iv) the departure of any Participating IPA Health Care Professional from IPA.

5.6 Maintenance of and Access to Records. IPA will maintain adequate financial and administrative records related to services rendered by IPA under this Agreement for at least 6 years following the termination of the Agreement, unless a longer retention period is required by applicable law.

IPA will provide access to these records as follows:

- i) to United or its designees, in connection with United's utilization management/care management, quality assurance and improvement and for claims payment and other administrative obligations, including reviewing IPA's compliance with the terms and provisions of this Agreement. IPA will provide access during ordinary business hours within fourteen days after a request is made, except in cases of a United audit involving a fraud investigation or the health and safety of a Customer (in which case, access shall be given within 48 hours after the request) or of an expedited Customer appeal or grievance (in which case, access will be given so as to enable United to reasonably meet the timelines for determining the appeal or grievance); and
- ii) to agencies of the government, in accordance with applicable law, to the extent such access is necessary to comply with regulatory requirements applicable to IPA, United, or Payers.

IPA 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 audit exit interview within 30 days of United's request.

If such information and records are requested by United, IPA shall provide copies of such records free of charge.

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

5.8 Electronic connectivity. When made available by United, IPA will do business with United electronically. IPA will use www.unitedhealthcareonline.com to check eligibility status, claims status, and submit requests for claims adjustments for Customers enrolled in products supported by www.unitedhealthcareonline.com, if IPA performs such activities on behalf of Participating IPA Health Care Professionals. IPA agrees to use www.unitedhealthcareonline.com for additional functionalities performed on behalf of the Participating IPA Health Care Professionals (for instance, notification of admission) after United informs IPA that such functionalities have become available for the applicable Customer.

5.9 Employees and subcontractors. IPA will assure that its employees, affiliates and any individuals or entities subcontracted by IPA 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 IPA's obligations and accountability under this Agreement with regard to such services.

Article VI. **Duties of Participating IPA Health Care Professionals**

6.1 Provide Covered Services. Participating IPA Health Care Professionals will provide Covered Services to Customers.

6.2 Nondiscrimination. Participating IPA Health Care Professionals will not discriminate against any patient, with regard to quality of service or accessibility of services, on the basis that the patient is a Customer. IPA Health Care Professionals will not require a Customer to pay a "membership fee" or other fee in order to access IPA Health Care Professional 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.

6.3 Accessibility. Participating IPA Health Care Professionals will provide or arrange for the provision of advice and assistance to Customers in emergency situations 24 hours a day, seven days a week.

6.4 Cooperation with Protocols. Participating IPA Health Care Professionals will cooperate with and be bound by United's and Payers' Protocols. The Protocols include but are not limited to all of the following:

1. Participating IPA Health Care Professionals will use reasonable commercial efforts to direct Customers only to other providers that participate in United's network, except as otherwise authorized by United or Payer.
2. If the Customer's Benefit Plan requires the Customer to receive certain Covered Services from or upon referral by a primary care physician, all referral physicians must adhere to the following additional protocols when those Covered Services are provided:
 - a. Notify Customer's primary care physician of referrals to other participating or non-participating providers.

- b. Covered Services must be provided pursuant to the terms and limitations of the referral notification issued by or on behalf of the Customer's primary care physician.
 - c. If the Participating IPA Health care Professional is an IPA Physician providing the Covered Services is a referral physician, the IPA Physician must also notify the Customer's primary care physician of all admissions in accordance with the required time frames.
3. Participating IPA Health Care Professionals 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.

The Protocols will be made available to Participating IPA Health Care Professionals on-line or upon request. Some or all Protocols also may be disseminated in the form of an administrative manual or guide or in other communications.

United may change the Protocols from time to time. United will use reasonable commercial efforts to inform Participating IPA Health Care Professionals at least 30 days in advance of any material changes to the Protocols. United may implement changes in the Protocols without the consent of Participating IPA Health Care Professionals if such change is applicable to all or substantially all providers of health care services in United's network located in the same state as Participating IPA Health Care Professionals and that practice the same specialty as Participating IPA Health Care Professionals. Otherwise, changes to the Protocols proposed by United to be applicable to Participating IPA Health Care Professionals are subject to the terms of section 11.2 of this Agreement that are applicable to amendments.

6.5 Licensure. Participating IPA Health Care Professionals will maintain, without material restriction, such licensure, registration, and permits as are necessary to enable Participating IPA Health Care Professionals to lawfully perform this Agreement.

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

TYPE OF INSURANCE

MINIMUM LIMITS

Medical malpractice and/or professional liability insurance	One Million Dollars (\$1,000,000.00) per occurrence and 3 Million Dollars (\$3,000,000.00) aggregate
Commercial general and/or umbrella liability insurance	One Million Dollars (\$1,000,000.00) per occurrence and aggregate

6.7 Customer consent to release of Medical Record Information. Participating IPA Health Care Professional will obtain any Customer consent required in order to authorize Participating IPA Health Care Professional to provide access to requested information or records as contemplated in section 6.8 of

this Agreement, including copies of the Participating IPA Health Care Professional's medical records relating to the care provided to Customer.

6.8 Maintenance of and Access to Records. Participating IPA Health Care Professional will maintain adequate medical, financial and administrative records related to Covered Services rendered by Participating IPA Health Care Professional under this Agreement, including claims records, for at least 6 years following the end of the calendar year during which the Covered Services are provided, unless a longer retention period is required by applicable law.

Participating IPA Health Care Professional will provide access to these records as follows:

- i) to United or its designees, in connection with United's utilization management/care management, quality assurance and improvement and for claims payment and other administrative obligations, including reviewing Participating IPA Health Care Professional's compliance with the terms and provisions of this Agreement and appropriate billing practice. Participating IPA Health Care Professional will provide access during ordinary business hours within fourteen days after a request is made, except in cases of a United audit involving a fraud investigation or the health and safety of a Customer (in which case, access shall be given within 48 hours after the request) or of an expedited Customer appeal or grievance (in which case, access will be given so as to enable United to reasonably meet the timelines for determining the appeal or grievance); and
- ii) to agencies of the government, in accordance with applicable law, to the extent such access is necessary to comply with regulatory requirements applicable to Participating IPA Health Care Professional, United, or Payers.

Participating IPA Health Care Professional 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 audit exit interview within 30 days of United's request.

If such information and records are requested by United, Participating IPA Health Care Professionals shall provide copies of such records free of charge.

6.9 Access to Data. Participating IPA Health Care Professional represents that in conducting its operations, it collects and reviews certain quality data relating to care rendered by Participating IPA Health Care Professional 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 Participating IPA Health Care Professional has the sole discretion to select the metrics which it will track from time to time and that Participating IPA Health Care Professional's primary goal in so tracking is to advance the quality of patient care. If the information that Participating IPA Health Care Professional chooses to report on is available in the public domain in a format that includes all data elements required by United, United will obtain quality information directly from the source to whom Participating IPA Health Care Professional reported. If the Participating IPA Health Care Professional does not report metrics in the public domain, on a quarterly basis, Participating IPA Health Care Professional will share these metrics with United as tracked against a database of all commercial patients (including patients who are not United customers). United may publish this data to entities to which United renders services or seeks to render services, and to Customers.

6.10 Compliance with law. Participating IPA Health Care Professional will comply with applicable regulatory requirements, including but not limited to those relating to confidentiality of Customer medical information.

6.11 Electronic connectivity. When made available by United, Participating IPA Health Care Professionals will do business with United electronically. Participating IPA Health Care Professionals will use www.unitedhealthcareonline.com to check eligibility status, claims status, and submit requests for claims adjustments for Customers enrolled in products supported by www.unitedhealthcareonline.com. Participating IPA Health Care Professionals agree to use www.unitedhealthcareonline.com for additional functionalities (for instance, notification of admission) after United informs Participating IPA Health Care Professionals that such functionalities have become available for the applicable Customer.

6.12 Employees and subcontractors. Participating IPA Health Care Professionals will assure that their employees, affiliates and any individuals or entities subcontracted by Participating IPA Health Care Professionals 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 Participating IPA Health Care Professionals' obligations and accountability under this Agreement with regard to such services.

For laboratory services, Participating IPA Health Care Professionals will only be reimbursed for services that Participating IPA Health Care Professionals are certified through the Clinical Laboratory Improvement Amendments (CLIA) to perform, and Participating IPA Health Care Professionals must not bill Customers for any laboratory services for which Participating IPA Health Care Professionals lack CLIA certification.

Article VII.

Duties of United and Payers

7.1 Payment of Claims. As described in further detail in Article VIII of this Agreement, Payers will pay Participating IPA Health Care Professionals for rendering Covered Services to Customers.

7.2 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.

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

7.4 Notice. United will give written notice to IPA within 10 days after any event that causes United to be out of compliance with section 7.2 or 7.3 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.

7.5 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 available.

7.6 Electronic connectivity. United will do business with IPA and Participating IPA Health Care Professionals electronically by providing eligibility status, claims status, and accepting requests for claim adjustments, for those products supported by www.unitedhealthcareonline.com. United will communicate enhancements in www.unitedhealthcareonline.com functionality as they become available, as described in Sections 5.8 and 6.11, and will make information available as to which products are supported by www.unitedhealthcareonline.com.

7.7 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 such services.

Article VIII.

Submission, Processing, and Payment of Claims

8.1 Form and content of claims. Participating IPA Health Care Professional must submit claims for Covered Services in a manner and format prescribed by United, as further described in the Protocols. Unless otherwise directed by United, Participating IPA Health Care Professional shall submit claims using current CMS 1500 or its successor for paper claims and HIPAA standard professional or institutional claim formats for electronic claims, as applicable, with applicable coding including, but not limited to, ICD-9-CM, CPT, Revenue and HCPCS coding.

Participating IPA Health Care Professionals will submit claims only for services performed by the Participating IPA Health Care Professionals or his or her staff. Pass through billing is not payable under this Agreement.

8.2 Electronic filing of claims. Within six months after the Effective Date of this Agreement, Participating IPA Health Care Professional will use electronic submission for all of its claims under this Agreement that United is able to accept electronically.

8.3 Time to file claims. All information necessary to process a claim must be received by United no more than 90 days from the date that Covered Services are rendered.

In the event United requests additional information in order to process the claim, Participating IPA Health Care Professional will provide such additional information within 90 days of United's request.

If Payer is not the primary payer, and Participating IPA Health Care Professional is pursuing payment from the primary payer, the 90 day filing limit will begin on the date Participating IPA Health Care Professional receives the claim response from the primary payer.

8.4 Payment of claims. Payer will pay claims for Covered Services according to the lesser of Participating IPA Health Care Professional's Customary Charge or the applicable fee schedule (as further described in Appendix 3 to this Agreement), and in accordance with Payment Policies.

Claims for Covered Services subject to coordination of benefits will be paid in accordance with the Customer's Benefit Plan and applicable 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 Appendix 3 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 fee schedule in response to additions, deletions, and changes to CPT codes by the American Medical Association, price changes for immunizations and injectable medications, and in response to similar changes (additions and revisions) to other service coding and reporting conventions that are widely used in the health care industry, such as those maintained by the Centers for Medicaid and Medicare Services (for example HCPCS, etc.). Ordinarily, United's fee schedule is updated using similar methodologies for similar services. United will not generally attempt to communicate routine maintenance of this nature and will generally implement updates within 90 days from the date of publication.

United will give Participating IPA Health Care Professionals 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 a Participating IPA Health Care Professional's overall reimbursement under this Agreement, the Participating IPA Health Care Professional may terminate his or her participation in United's network by giving 60 days written notice to United, provided that the notice is given within 30 days after United's notice of the fee schedule change.

United will make its Payment Policies available to Participating IPA Health Care Professionals online or upon request. United may change its Payment Policies from time to time.

8.5 Denial of Claims for Not Following Protocols or Not Filing Timely. Payment may be denied in whole or in part if Participating IPA Health Care Professional does not comply with a Protocol or does not file a timely claim under section 8.3 of this Agreement.

In the event that payment of a claim is denied for lack of notification or for untimely filing, the denial will be reversed if Participating IPA Health Care Professional appeals within 12 months after the date of denial and can show all of the following:

- i) that, at the time the Protocols required notification or at the time the claim was due, Participating IPA Health Care Professional did not know and was unable to reasonably determine that the patient was a Customer,
- ii) that Participating IPA Health Care Professional took reasonable steps to learn that the patient was a Customer, and
- iii) that Participating IPA Health Care Professional promptly provided notification, or filed the claim, after learning that the patient was a Customer.

8.6 Retroactive Correction of Information Regarding Whether Patient Is a Customer. Prior to rendering services, Participating IPA Health Care Professional will ask the patient to present his or her Customer identification card. In addition, Participating IPA Health Care Professional may contact United to obtain the most current information on the patient as a Customer.

However, Participating IPA Health Care Professional acknowledges that such information provided by United is subject to change retroactively, under the following circumstances, (1) if United has not yet received information that an individual is no longer a Customer; (2) if the individual's Benefit Plan is terminated retroactively for any reason including, but not limited to, non-payment of premium; (3) as a result of the Customer's final decision regarding continuation of coverage pursuant to state and federal laws; or (4) if eligibility information United receives is later proven to be false.

If Participating IPA Health Care Professional 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 shall not be eligible for payment under this Agreement and any claims payments made with regard to such services may be recovered as overpayments under the process described in section 8.10 of this Agreement. Participating IPA Health Care Professional may then directly bill the individual, or other responsible party, for such services.

8.7 Payment under this Agreement is Payment in Full. Payment as provided under section 8.4 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. Participating IPA Health Care Professional will not seek to recover, and will not accept any payment from Customer, United, Payer or anyone acting in their behalf, in excess of payment in full as provided in this section 8.7, regardless of whether such amount is less than Participating IPA Health Care Professional's billed charge or Customary Charge.

8.8 Customer "Hold Harmless." Participating IPA Health Care Professional 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 Participating IPA Health Care Professional's billed charge or Customary Charge, or for any amounts denied or not paid under this Agreement due to:

- i) Participating IPA Health Care Professional's failure to comply with the Protocols,
- ii) Participating IPA Health Care Professional's failure to file a timely claim,
- iii) Payer's Payment Policies,
- iv) inaccurate or incorrect claim processing, or
- 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 such circumstances.

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

In the event of a default by a Payer other than those Payers covered by subsection v of this section 8.8, Participating IPA Health Care Professional may seek payment directly from the Payer or from Customers covered by that Payer. However, Participating IPA Health Care Professional may do so only if it first inquires in writing to United as to whether the Payer has defaulted and, in the event that United confirms that Payer has defaulted (which confirmation will not be unreasonably withheld), Participating IPA Health Care Professional then gives United 15 days prior written notice of Participating IPA Health Care Professional's intent to seek payment from Payer or Customers. For purposes of this paragraph, a default is a systematic failure by a Payer to fund claims payments related to Customers covered through that Payer; a default does not occur in the case of a dispute as to whether certain claims should be paid or the amounts that should be paid for certain claims.

This section 8.8 and section 8.7 will survive the termination of this Agreement, with regard to Covered Services rendered prior to when the termination takes effect.

8.9 Consequences for Failure to Adhere to Customer Protection Requirements. If Participating IPA Health Care Professional collects payment from, brings a collection action against, or asserts a lien against a Customer for Covered Services rendered (other than for the applicable copayment, deductible or

coinsurance), contrary to section 8.7 or 8.8 of this Agreement, Participating IPA Health Care Professional shall be in breach of this Agreement. This section 8.9 will apply regardless of whether Customer or anyone purporting to act on Customer's behalf has executed a waiver or other document of any kind purporting to allow Participating IPA Health Care Professional to collect such payment from Customer.

In the event of such a breach, Payer may deduct, from any amounts otherwise due Participating IPA Health Care Professional, 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 from such action and otherwise enforcing sections 8.7 through 8.9 of this Agreement. Any amounts deducted by Payer in accordance with this provision shall 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.

8.10 Correction of overpayments or underpayments of claims. In the event that either United or Participating IPA Health Care Professional believes that a claim has not been paid correctly, or that funds were paid beyond or outside of what is provided for under this Agreement, either party may seek correction of the payment, except that Participating IPA Health Care Professional may not seek correction of a payment more than 12 months after it was made.

Participating IPA Health Care Professional will repay overpayments within 30 days of notice of the overpayment. Participating IPA Health Care Professional will promptly report any credit balance that it maintains with regard to any claim overpayment under this Agreement, and will return such overpayment to United within 30 days after posting it as a credit balance.

Participating IPA Health Care Professional agrees that recovery of overpayments may be accomplished by offsets against future payments.

Article IX. **Dispute Resolution**

IPA and/or Participating IPA Health Care Professional, on the one hand, and United, on the other hand, will work together in good faith to resolve any and all disputes between them (hereinafter referred to as "Disputes") including but not limited to all questions of arbitrability, the existence, validity, scope or termination of the Agreement or any term thereof.

If IPA and/or Participating IPA Health Care Professional (as applicable), and United are unable to resolve any such Dispute within 60 days following the date one party sent written notice of the Dispute to the other parties, and if IPA and/or Participating IPA Health Care Professional, or United, wishes to pursue the Dispute, it shall thereafter be submitted to binding arbitration in accordance with the Commercial Dispute Procedures of the American Arbitration Association, as they may be amended from time to time (see <http://www.adr.org>). Unless otherwise agreed to in writing by the parties involved in the dispute, the party wishing to pursue the Dispute must initiate the arbitration within one year after the date on which notice of the Dispute was given or shall be deemed to have waived its right to pursue the dispute in any forum.

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

The parties expressly intend that any dispute relating to the business relationship between them be resolved on an individual basis so that no other dispute with any third party(ies) may be consolidated or joined with our dispute. The parties agree that any arbitration ruling by an arbitrator allowing class action arbitration or requiring consolidated arbitration involving any third party(ies) would be contrary to their intent and would require immediate judicial review of such ruling.

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 IPA and/or Participating IPA Health Care Professional before IPA and/or Participating IPA Health Care Professional may invoke any right to arbitration under this Article IX.

The decision of the arbitrator(s) on the points in dispute will be binding, and judgment on the award may be entered in any court having jurisdiction thereof. The parties acknowledge that because this Agreement affects interstate commerce the Federal Arbitration Act applies.

In the event that any portion of this Article or any part of this Agreement is deemed to be unlawful, invalid or unenforceable, such unlawfulness, invalidity or unenforceability shall not serve to invalidate any other part of this Article or Agreement. In the event any court determines that this arbitration procedure is not binding or otherwise allows litigation involving a Dispute to proceed, the parties hereby waive any and all right to trial by jury in, or with respect to, such litigation. Such litigation would instead proceed with the judge as the finder of fact.

In the event IPA or United wishes to terminate this Agreement, or in the event a Participating IPA Health Care Professional wish to terminate such Participating IPA Health Care Professional's participation in United's network, based on an assertion of uncured material breach, and in the event the non-terminating party disputes whether grounds for such a termination exist, the matter will be resolved through arbitration under this Article IX. While such arbitration remains pending, the termination for breach will not take effect.

This Article IX governs any dispute between the parties arising before or after execution of this Agreement and shall survive any termination of the Agreement.

Article X. **Term and Termination**

10.1 Term. This Agreement shall take effect on the Effective Date. This Agreement shall have an initial term of three years and renew automatically for renewal terms of one year, until terminated pursuant to section 10.2.

10.2 Termination. This Agreement may be terminated by United or IPA, or a Participating IPA Health Care Professional's participation in United's network may be terminated by such professional or by United, under the following circumstances:

- i) by mutual written agreement of United and (as applicable) IPA or the Participating IPA Health Care Professional;
- ii) by either party, upon at least 90 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 written notice in the event of a material breach of this Agreement by the other party, except that such a termination will not take effect if the breach is cured within 60 days after

notice of the termination; moreover, such termination may be deferred as further described in Article IX of this Agreement;

iv) by either party immediately upon becoming aware of the other party losing its licensure or other governmental authorization necessary to perform this Agreement, or failing to have insurance as required under section 5.4, section 6.6, or section 7.2 of this Agreement;

v) by a Participating IPA Health Care Professional, as described in section 8.4 of this Agreement in the event of a non-routine fee schedule change;

vi) by United, immediately upon becoming aware of an indictment, arrest or conviction for a felony, or for any criminal charge related to the practice of a Participating IPA Health Care Professional's profession;

vii) by United, immediately upon becoming aware of a sanction imposed on Participating IPA Health Care Professional by any governmental agency or authority, including Medicare or Medicaid;

viii) by United, immediately upon becoming aware of the suspension, revocation, condition, limitation, qualification or other material restriction on a Participating IPA Health Care Professional's licenses, certifications and permits by any government agency under which the Participating IPA Health Care Professional is authorized to provide health care services; or

ix) by United, pursuant to United's Credentialing Plan.

10.3 Status of Participating IPA Health Care Professionals after Termination of this Agreement Takes Effect. In the event this Agreement is terminated by IPA or United, the agreements created between United and each Participating IPA Health Care Professional, through Appendix 1, shall remain in effect until terminated according to the terms by United or by such Participating IPA Health Care Professional.

10.4 Ongoing Services to Certain Customers after Termination Takes Effect. In the event a Customer is receiving any of the Covered Services listed below, as of the effective date of the termination of a Participating IPA Health Care Professional from United's network, the Participating IPA Health Care Professional will continue to render those Covered Services to that Customer and this Agreement will continue to apply to those Covered Services, after the termination takes effect, for the length of time indicated below:

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

Article XI.
Miscellaneous Provisions

11.1 Entire Agreement. This Agreement is the entire agreement among the parties with regard to the subject matter herein, and supersedes any prior written or unwritten agreements between the parties or their affiliates with regard to the same subject matter.

11.2 Amendment. United can amend this Agreement or any of the appendices on 90 days written or electronic notice by sending IPA and Participating IPA Health Care Professionals a copy of the amendment. Neither IPA's nor Participating IPA Health Care Professional's signature is 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 IPA or Participating IPA Health Care Professional, then IPA may terminate this Agreement on 60 days written notice to United by sending a termination notice within 30 days after receipt of the amendment.

11.3 Nonwaiver. The waiver by either party of any breach of any provision of this Agreement shall not operate as a waiver of any subsequent breach of the same or any other provision.

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

11.5 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.

11.6 No Third-Party Beneficiaries. United and IPA and Participating IPA Health Care Professionals are the only entities with rights and remedies under the Agreement.

11.7 Delegation. United may delegate (but not assign) certain of its administrative duties under this Agreement to one or more other entities. No such delegation will relieve United of its obligations under this Agreement.

11.8 Notice. Any notice required to be given under this Agreement shall be in writing, except in cases in which this Agreement specifically permits electronic notice, or as otherwise permitted or required in the Protocols. All written or electronic notices shall be deemed to have been given when delivered in person, by electronic communication, by facsimile or, if delivered by first-class United States mail, on the date mailed, proper postage prepaid and properly addressed to the appropriate party at the address set forth on the signature portion of this Agreement or to another more recent address of which the sending party has received written notice. Notwithstanding the previous sentence, all notices of termination of this Agreement by either party must be sent by certified mail, return receipt requested.

Each party shall provide the other with proper addresses, facsimile numbers and electronic mail addresses of all designees that should receive certain notices or communication instead of that party.

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

- i) any proprietary business information, not available to the general public, obtained by the party from the other party;
- ii) the specific reimbursement amounts provided for under this Agreement, except for purposes of administration of benefits; or

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

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.

This section 11.9 does not preclude the disclosure of information to a third party for an appropriate business purpose, provided that the disclosure is pursuant to a confidentiality agreement and the recipient of the disclosure is not a competitor of either party.

11.10 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the state in which Participating IPA Health Care Professional renders Covered Services, and any other applicable law.

11.11 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 state 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 regulatory appendices and any other part of this Agreement, including but not limited to appendices, amendments and exhibits, the provisions of the regulatory appendices will control, to the extent it is applicable.

11.12 Severability. Any provision of this Agreement that is unlawful, invalid or unenforceable in any situation in any jurisdiction shall 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.

11.13 Survival. Sections 8.7, 8.8, Article IX and sections 10.3 and 11.9 of this Agreement will survive the termination of this Agreement.

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

[IPA]

Signature _____ Street _____

Print Name _____ City _____

Title _____ State _____ Zip Code _____

D/B/A _____ Phone _____

Date _____ E-mail _____

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

Signature _____ Signature _____

Print Name _____ Print Name _____

Title _____ Title: _____

Date _____ Date _____

- _____ Appendix 1: Participating IPA Health Care Professional Opt-In Form For Solo Practitioners
- _____ Appendix 1: Participating IPA Health Care Professional Opt-In Form For Medical Groups
- _____ Appendix 1-A: Medical Group Practice Locations
- _____ Appendix 2: Benefit Plan Descriptions
- _____ Appendix 3: Fee Schedule Sample
- _____ State Regulatory Requirements Appendix (list all states as applicable)

- _____ Medicare Advantage Regulatory Requirements Appendix
- _____ Other (drafting note: specify attachments)

Appendix 1
Participating IPA Health Care Professional Opt-In Form
For Solo Practitioners

I, the undersigned health care professional, having an agreement directly with _____ (“IPA”), agree to be a participating provider in the network of providers maintained by UnitedHealthcare Insurance Company on behalf of itself, UnitedHealthcare of Arkansas, Inc., and its other affiliates (collectively referred to herein as “United”). By signing this Participating IPA Health Care Professional Opt-In Form:

1. I agree to be bound by the participation agreement attached to this form, and,
2. I acknowledge that I must be approved in writing for participation by United before rendering Covered Services to Customers.

Print Name _____

Address _____

Phone _____

E-mail _____

TIN _____

Signature _____

Date _____

Appendix 1
Participating IPA Health Care Professional Opt-In Form
For Medical Groups

The undersigned medical group (“Medical Group”), having an agreement with _____ (“IPA”), agrees to be a participating provider in the network of providers maintained by UnitedHealthcare Insurance Company on behalf of itself, UnitedHealthcare of Arkansas, Inc., and its other affiliates (collectively referred to herein as “United”). By signing this Participating IPA Health Care Professional Opt-In Form:

1. Medical Group agrees to be bound by the participation agreement attached to this form, and,
2. Medical Group acknowledges that its physicians and other health care professionals subject to credentialing by United must be approved in writing for participation by United before rendering Covered Services to Customers, and,
3. This Agreement applies to Medical Group’s practice locations set forth in the attached Appendix 1-A. In the event Medical Group begins providing services at other locations (either by opening such locations itself, or by acquiring, merging or coming under common ownership and control with an existing provider of services that was not already under contract with United or one of United’s Affiliates to participate in a network of health care providers), Medical Group will notify United pursuant to section 5.5(v) of the Agreement, and such additional locations will become subject to this Agreement 30 days after United receives the notice and approves the new location.

[Medical Group]

Address _____

Phone _____

E-mail _____

TIN _____

Signature _____

Print Name _____

Title _____

Date _____

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

IMPORTANT NOTE: Medical Group agrees that it will report, or cause IPA to report, any change in Medical Group’s name or Taxpayer Identification Number, under Section 5.5 of the Agreement. Failure to do so may result in denial of claims or incorrect payment.

**Appendix 1-A
Medical Group Practice Locations**

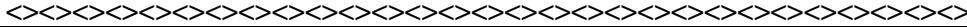
BILLING ADDRESS

Identify only if a common name and address appears on all Medical Group practice location bills that utilize the Medical Group’s Tax ID under the Agreement.

Practice Name _____
 Street Address _____
 City _____ State _____ Zip _____
 Tax ID Number (TIN) _____

PRACTICE LOCATIONS (complete one for each service location)

Clinic Name	Clinic Name	Clinic Name
Street Address	Street Address	Street Address
City	City	City
State and Zip Code	State and Zip Code	State and Zip Code
Phone Number	Phone Number	Phone Number
TIN (If different from above)	TIN (If different from above)	TIN (If different from above)



Clinic Name	Clinic Name	Clinic Name
Street Address	Street Address	Street Address
City	City	City
State and Zip Code	State and Zip Code	State and Zip Code
Phone Number	Phone Number	Phone Number
TIN (If different from above)	TIN (If different from above)	TIN (If different from above)

Appendix 2 Benefit Plan Descriptions

United may allow Payers to access Participating IPA Health Care Professionals' services under this Agreement for the Benefit Plan types listed 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. 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 Benefit Plans that (A) are sponsored, issued or administered by any Payer and (B) replace, either partially or in its entirety, the original Medicare coverage (Medicare Part A and Medicare Part B) issued to beneficiaries by the Centers for Medicare and Medicaid Services ("CMS"), other than Medicare Advantage Private Fee-For-Service Plans.]

- [Benefit Plans for workers' compensation benefit programs.]

Participating IPA Health Care Professionals will not participate in the network of physicians and other health care professionals and providers established by United for the Benefit Plan types described below:

- Benefit Plans for Medicaid Customers. (Note: excluding Medicaid from this Agreement does not preclude the parties of their affiliates from having a separate agreement pertaining to participation in a Medicaid network.)
- Medicare Advantage Private Fee-For-Service Plans.
- [Medicare Benefit Plans that (A) are sponsored, issued or administered by any Payer and (B) replace, either partially or in its entirety, the original Medicare coverage (Medicare Part A and Medicare Part B) issued to beneficiaries by the Centers for Medicare and Medicaid Services ("CMS"). Note: Although Medicare Benefit Contracts, as described above, are excluded from this Agreement, there can be a separate agreement between United and Medical Group or between United's affiliates and Medical Group's affiliates providing for Medical Group's participation in a network for certain of those Medicare Benefit Plans.]
- [Benefit Plans for workers' compensation benefit programs.]
- Benefit Plans for Medicare Select.

**Appendix 3
IPA Participation Agreement**

For Dates of Service Effective: mm/dd/yyyy

Representative All Payer Fee Schedule Sample for : [*Fee Schedule ID*]

or

Representative All Payer Fee Schedule Sample for [*specialty*] : [*Fee Schedule ID*]

or

Representative All Payer Fee Schedule for : [*Fee Schedule ID*]

Unless another appendix to this Agreement applies specifically to a particular Benefit Plan as it covers a particular Customer, the provisions of this Appendix apply to Covered Services rendered by Participating IPA Health Care Professionals to Customers covered by Benefit Plans sponsored, issued or administered by all Payers.

Unless specifically indicated otherwise, amounts listed in the fee schedule represent global fees and may be subject to reductions based on appropriate modifier (for example, professional and technical modifiers). Any co-payment, deductible or coinsurance that the Customer is responsible to pay under the Customer's Benefit Plan will be subtracted from the listed amount in determining the amount to be paid by the Payer. The actual payment amount is also subject to matters described in this Agreement, such as the Payment Policies. This information is subject to the confidentiality provisions of this Agreement.

Appendix 3 – Options PPO
IPA Participation Agreement

Representative Options PPO Fee Schedule Sample for : [Fee Schedule ID]

or

Representative Options PPO Fee Schedule Sample for [specialty] : [Fee Schedule ID]

or

Representative Options PPO Fee Schedule for : [Fee Schedule ID]

The provisions of this Appendix apply to Covered Services rendered by Participating IPA Health Care Professionals to Customers covered by Benefit Plans marketed under the name “Options PPO”.

Unless specifically indicated otherwise, amounts listed in the fee schedule represent global fees and may be subject to reductions based on appropriate modifier (for example, professional and technical modifiers). Any co-payment, deductible or coinsurance that the Customer is responsible to pay under the Customer’s Benefit Plan will be subtracted from the listed amount in determining the amount to be paid by the Payer. The actual payment amount is also subject to matters described in this Agreement, such as the Payment Policies. This information is subject to the confidentiality provisions of this Agreement.

Appendix 3A

For Dates of Service Effective: mm/dd/yyyy

Fee Schedule Specifications : : [*Fee Schedule ID*]

Arkansas Regulatory Requirements Appendix

This Arkansas Regulatory Requirements Appendix (the "Appendix") is made part of the Agreement entered into between **United HealthCare Insurance Company**, contracting on behalf of itself, **United HealthCare of Arkansas, Inc.**, 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 products or benefit plans sponsored, issued or administered by or accessed through United to the extent such products are regulated under Arkansas 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.

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 Arkansas HMO laws:

1. Continued Provision of Covered Services.

(a) Following Termination due to United Insolvency. Provider agrees that in the event this Agreement is terminated because of United's insolvency, Provider shall continue the provision of Covered Services to a Customer who is receiving care from Provider for the duration of the period for which premiums have been paid to United on behalf of a Customer or until the Customer's discharge from an inpatient facility if Customer was confined to an inpatient facility on the date of United's insolvency.

(b) Continuity of Care After Termination. If this Agreement is terminated for any reason, Provider shall continue the provision of Covered Services to a Customer who is receiving care from Provider in relation to a current episode of treatment for an acute condition on and after the effective date of such termination until the first to occur of: (i) the current episode of treatment is completed; (ii) the end of ninety (90) days; or (iii) the Customer ceases to be covered by the Plan. Provider shall be reimbursed in accordance with this Agreement for all such Covered Services rendered subsequent to the termination of this Agreement.

2. Hold Harmless. In the event that Payer fails to pay for Covered Services as set forth in this Agreement, Customer shall not be liable to Provider for any sums owed by the Payer. Provider shall not collect or attempt to collect from Customer any sums owed by Payer. Provider (and Provider's agents, trustees, or assignees) may not maintain an action at law against a Customer to collect sums owed by Payer; nor make any statement, either written or oral, to any

Customer that makes demand for, or would lead a reasonable person to believe that a demand is being made for payment of any amounts owed by the health maintenance organization or Payer.

3. Examinations. During the term of this Agreement and for three (3) years after termination, Provider agrees to allow examination of medical records of Customers and records of Provider in conjunction with an examination of United conducted by the Arkansas Insurance Commissioner or Arkansas Director of the Department of Health, in accordance with Arkansas Statutes Section 23-76-122.

4. Confidentiality. Any data or information pertaining to the diagnosis, treatment, or health of a Customer obtained from the Customer or from any provider shall be held in confidence and shall not be disclosed to any person except to the extent that it may be necessary to carry out the purposes of applicable Arkansas law, upon the express consent of the Customer, pursuant to statute or court order for the production of evidence or the discovery thereof or in the event of a claim or litigation between the Customer and United wherein the data or information is pertinent. United shall be entitled to claim any statutory privileges against the disclosure that Provider (or provider who furnished the information to United) is entitled to claim.

5. Customer Medical Records. Provider shall maintain an active record for each Customer who receives Covered Services from Provider. Such record shall be kept current, complete, legible and available to United and Arkansas regulatory agencies. Each medical record shall contain sufficient information and data to support diagnosis, plan of treatment and other pertinent medical information such as medical history and progress notes. Each entry in a Customer's medical record shall be indelibly added to the record, dated and signed or initialed by the person making the entry. Provider shall have a means of identifying the name and professional title of each individual who makes an entry into the record. At a minimum, the medical record shall include: identification of the Customer, patient history, known past surgical procedures, known past and current diagnoses and problems, and known allergies and untoward reactions to drugs. With regard to each episode of care, the Customer's medical record shall include: the reason for the encounter, evidence of the Provider's assessment of the Customer's health problems; current diagnosis of the Customer, including the results of any diagnostic testing; plan of treatment, including any therapies and health education; and medical history relevant to the current episode of care. Provider shall document that Provider has reviewed all outcomes of ancillary reports and taken follow-up actions regarding report results that are deemed significant by the Provider.

6. Provider Communication with Customers. Nothing in this Agreement shall be construed as prohibiting, restricting or penalizing Provider in any way for disclosing to a Customer any health care information that Provider deems appropriate regarding the nature of treatment, risks or alternatives thereto, the availability of alternate therapies, consultations, or tests, the decision of utilization reviewers, or similar persons, to authorize or deny services, the process that is used to authorize or deny health care services or benefits, or information on financial incentives and structures used by United or Payer in this Agreement.

7. Provider Input. As requested by United, Provider shall provide input to United's medical policy, utilization management procedures, quality and credentialing criteria and medical management procedures.

8. Prompt Pay. United and Payer shall pay claims in accordance with claims processing and payment provisions contained in Arkansas Insurance Department Rule and Regulation 43, Unfair Claims Settlement Practices, Sections 11-15.

9. Recoupment. United, Payer and Provider shall comply with the applicable requirements as set forth in Arkansas Code Annotated § 23-63-1801 *et seq* and Arkansas Rule 85 regarding recoupment of paid claims.

Provisions applicable to Benefit Plans regulated by the State of Arkansas but not subject to Arkansas HMO laws:

1. Continuity of Care After Termination. If this Agreement is terminated for any reason, Provider shall continue the provision of Covered Services to a Customer who is receiving care from Provider in relation to a current episode of treatment for an acute condition on and after the effective date of such termination until the first to occur of: (a) the current episode of treatment is completed; (b) the end of ninety (90) days; or (c) the Customer ceases to be covered by the Plan. Provider shall be reimbursed in accordance with this Agreement for all such Covered Services rendered subsequent to the termination of this Agreement.

2. Provider Communication with Customers. Nothing in this Agreement shall be construed as prohibiting, restricting or penalizing Provider in any way for disclosing to a Customer any health care information that Provider deems appropriate regarding the nature of treatment, risks or alternatives thereto, the availability of alternate therapies, consultations, or tests, the decision of utilization reviewers, or similar persons, to authorize or deny services, the process that is used to authorize or deny health care services or benefits, or information on financial incentives and structures used by United or Payer in this Agreement.

3. Provider Input. As requested by United, Provider shall provide input to United's medical policy, utilization management procedures, quality and credentialing criteria and medical management procedures.

4. Prompt Pay. United and Payer shall pay claims in accordance with claims processing and payment provisions contained in Arkansas Insurance Department Rule and Regulation 43, Unfair Claims Settlement Practices, Sections 11-15.

5. Recoupment. United, Payer and Provider shall comply with the applicable requirements as set forth in Arkansas Code Annotated § 23-63-1801 *et seq* and Arkansas Rule 85 regarding recoupment of paid claims.

SERFF Tracking Number: UHLC-126300272

State: Arkansas

Filing Company: UnitedHealthcare of Arkansas, Inc.

State Tracking Number: 43468

Company Tracking Number:

TOI: H21 Health - Other

Sub-TOI: H21.000 Health - Other

Product Name: AR Provider Contract Filing

Project Name/Number: /

Supporting Document Schedules

		Item Status:	Status Date:
Bypassed - Item:	Flesch Certification	Approved-Closed	10/14/2009
Bypass Reason:	N/A		
Comments:			
Bypassed - Item:	Application	Approved-Closed	10/14/2009
Bypass Reason:	N/A		
Comments:			
Bypassed - Item:	Health - Actuarial Justification	Approved-Closed	10/14/2009
Bypass Reason:	N/A		
Comments:			
Bypassed - Item:	Outline of Coverage	Approved-Closed	10/14/2009
Bypass Reason:	N/A		
Comments:			
Satisfied - Item:	Cover Letter	Approved-Closed	10/14/2009
Comments:			
Attachment:			
AR provider agreement filing IPA 9.19.09 cover.pdf			

September 10, 2009,

Via U.S. Mail

Rosalyn Minor

Arkansas Insurance Department

1200 West 3rd Street

Little Rock, Arkansas 72201

NAIC: 95446 United Healthcare of Arkansas, Inc.®

Form # AR_IPA Agreement_Opt In_08.2009

Dear Ms. Minor,

On behalf of United Healthcare of Arkansas, Inc., please accept this correspondence as a submission of the above referenced Provider Agreement Form ("Agreement") for the Arkansas Insurance Department's ("the Department") review.

This submission has been submitted electronically via SERFF and United Healthcare of Arkansas, Inc. recognizes that we may not implement this form until and unless approval has been granted. Should the Department have any immediate concerns or questions regarding this submission, please feel free to contact me at 301.838.5611, through the SERFF messaging system or at Ebony_N_Terry@uhc.com.

Respectfully,

Ebony N. Terry

Compliance Analyst

Enclosure

ENT

