

SERFF Tracking Number: UHLC-126632674 State: Arkansas
Filing Company: UnitedHealthcare of Arkansas, Inc. State Tracking Number: 45696
Company Tracking Number:
TOI: H21 Health - Other Sub-TOI: H21.000 Health - Other
Product Name: USPT ACN Provider Agreement
Project Name/Number: /

Filing at a Glance

Company: UnitedHealthcare of Arkansas, Inc.

Product Name: USPT ACN Provider Agreement SERFF Tr Num: UHLC-126632674 State: Arkansas

TOI: H21 Health - Other SERFF Status: Closed-Approved- State Tr Num: 45696
Closed

Sub-TOI: H21.000 Health - Other Co Tr Num: State Status: Approved-Closed

Filing Type: Form

Reviewer(s): Rosalind Minor

Author: Ebony Terry

Disposition Date: 05/19/2010

Date Submitted: 05/18/2010

Disposition Status: Approved-

Closed

Implementation Date Requested:

Implementation Date:

State Filing Description:

General Information

Project Name:

Status of Filing in Domicile: Authorized

Project Number:

Date Approved in Domicile:

Requested Filing Mode:

Domicile Status Comments:

Explanation for Combination/Other:

Market Type: Group

Submission Type: New Submission

Group Market Size: Small

Overall Rate Impact:

Group Market Type:

Filing Status Changed: 05/19/2010

Explanation for Other Group Market Type:

State Status Changed: 05/19/2010

Deemer Date:

Created By: Ebony Terry

Submitted By: Ebony Terry

Corresponding Filing Tracking Number:

Filing Description:

U.S. Physical Therapy is another huge Physical Therapy Provider Group, which has providers performing services, on behalf of United health plans, in clinics in most of the 50 states.

Company and Contact

Filing Contact Information

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Filing Company Information

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? Yes
 Fee Amount: \$50.00
 Retaliatory? No
 Fee Explanation: 1 form
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
UnitedHealthcare of Arkansas, Inc.	\$50.00	05/18/2010	36612372

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Rosalind Minor	05/19/2010	05/19/2010

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Implementation Date:

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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	Provider Agreement	Approved-Closed	Yes

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Form Schedule

Lead Form Number: ACN/USPT PROVDR 05.10

Schedule Item	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
Approved-Closed	05/19/2010 05.10	ACN/USPT PROVDR	Policy/Cont ract/Fraternal Certificate	Initial			USPT_ACN Provider Agmt _05 10_ _includes attachments_.pdf

**ACN GROUP, INC.
PROVIDER AGREEMENT**

THIS AGREEMENT ("Agreement") is made and entered into as of _____ ("Effective Date") between ACN Group, Inc. and U.S. Physical Therapy, Inc., a Nevada corporation, and its affiliate clinic locations, which are physical and/or occupational therapy clinics duly licensed by the state in which they respectively operate, as shown in Exhibit C attached hereto and incorporated herein by reference (collectively "Provider") and sets forth the terms and conditions under which Provider shall participate in one or more networks developed by ACN to render Covered Services to Members.

Whereas, ACN Group, Inc., ("ACN") has entered into agreements with various Payers to develop and maintain a network of healthcare providers for the purchasers of health care services and would like Provider to participate in such networks.

Whereas, Provider is duly licensed to provide health care services in the respective state in which each clinic is located.

Whereas, Provider desires to participate in ACN's network by providing Covered Services to Members under the terms specified in the Agreement.

Now, therefore, the parties agree that the above recitals are hereby adopted and made a part of this Agreement and further agree that the contemplated Covered Services shall be delivered pursuant to the following terms and conditions:

**SECTION 1
Definitions**

Benefit Contract: A benefit plan that includes health care coverage, is sponsored, issued or administered by Plan and contains the terms and conditions of a Member's coverage, including applicable copays, deductibles, and limits on coverage for services rendered outside specified networks.

Clean Claim: A CMS-1500 (or successor form) that contains necessary data elements as required by applicable state law in order to process claims for payment.

Covered Services: The health care services covered by the Member's Benefit Contract.

Customary Charge: The fee for health care services charged by Provider that does not exceed the fee Provider would charge any other person regardless of whether the person is a Member.

Emergency Services: Services provided for a medical condition manifesting itself by acute symptoms of sufficient severity, including severe pain, such that the absence of immediate medical attention could reasonably be expected to result in any of the following:

- a. Placing the patient's health in serious jeopardy;
- b. Serious impairment to bodily functions;
- c. Serious dysfunction of any bodily organ or part.

Fee Schedule Amount: The maximum amount that Provider may receive as payment for provision of a Covered Service to a Member, including Member Expenses, as set forth in the Fee Schedule and incorporated herein.

Member: An individual who is properly covered under a Benefit Contract.

Member Expenses: Any amounts that are the Member's responsibility to pay Provider in accordance with the Member's Benefit Contract, including copayments, coinsurance, and deductibles.

Comment [d1]: Not part of the member's benefit contract

Operations Manual: The policies and procedures of ACN as indicated in either a manual, or via the ACN website, and as such may be updated from time to time. In the event of a conflict between the Operations Manual, ACN website and the terms of this Agreement, the terms of this Agreement shall apply.

Participating Provider: A health care professional, including facilities, who has an Agreement with ACN, to provide Covered Services to Members.

Payor: The entity or person that has the financial responsibility for payment of Covered Services. Payor may be ACN, Plan or other entity as designated by ACN or Plan. ACN shall use commercially reasonable efforts to bind Payors to the terms of this agreement.

Plan: A third party, group or individual health benefits plan which accesses the ACN Provider Network as authorized by ACN. Plan has the responsibility for issuance and administration of the Benefit Contract.

Plan Summary: A written summary that identifies and explains each Plan that accesses the ACN network. Each Plan Summary shall include, but not limited to: Plan Name, Payor Name, Electronic Payor ID for claims submission and Preauthorization requirements.

SECTION 2 Networks of Participating Providers

2.1 Provider Participation. Provider shall participate in those networks of Participating Providers designated by ACN in Plan Summaries. When applicable, Provider will be listed in the provider directories for each network in which Provider is designated for participation.

ACN and Plan reserve the right to determine Provider's participation in one or more networks, even though Provider has a contract with ACN. The inclusion of Provider in a particular network will be communicated to Provider by distribution of the relevant Plan Summary. Plan Summary(s) will be distributed to Provider, via Certified, Return Receipt Requested, overnight delivery, courier service, electronic e-mail, or other service whereby

delivery can be traced, at the corporate office which is located at 1300 West Sam Houston Parkway, Suite 300, Houston, TX 77042, or to another more recent address of which ACN Group, Inc. has received written notice.

2.2 Plan Summary. Upon execution of this Agreement, and within 30 calendar days of receiving a written request from Provider, ACN shall supply applicable Plan Summaries for Plans with which Provider is currently participating. During the term of the Agreement, ACN shall provide relevant Plan Summaries to Provider. Plan Summaries are incorporated into this Agreement by this reference. Provider shall notify ACN in writing within 30 days of receiving a Plan Summary if Provider wishes not to participate in the program described in the Plan Summary.

In the event there are any significant changes to the content of a Plan Summary, Provider will be notified in advance. Plan Summaries shall remain in effect for as long as ACN has a valid contract with Plan, or until ACN notifies Provider, 30 days in advance, of any changes in Provider's status under each Plan Summary.

SECTION 3 Duties of Provider

3.1 Member Eligibility. To determine whether an individual is a Member and, therefore, entitled to receive Covered Services, Provider shall ask the individual to present his or her identification card. Provider is responsible to further verify Member's eligibility by contacting ACN or the Plan, in accordance with instructions in the applicable Plan Summary. If Provider provides health care services to an individual, and it is later determined the individual was not a Member at the time the health care services were provided, those services shall not be eligible for payment under this Agreement. Provider may then directly bill the responsible party for such services. Plan retains the right of final verification of eligibility and this verification supersedes any previous approval of care, verification of eligibility, and/or claims payment review.

3.2 Provision of Covered Services. Provider shall provide Covered Services to Members only at credentialed locations. Provider shall accept Members as new patients on the same basis as Provider is accepting non-Members as new patients without regard to race, religion, gender, color, national origin, age or physical or mental health status, whether Member is enrolled through a private purchaser or a publicly funded program such as Medicare or Medicaid, or on any other basis deemed unlawful under federal, state or local law. At all times, Provider shall, and shall require any employed or subcontracted health care professionals and facilities, to comply with the protocols and requirements of ACN and Plan and the requirements of all applicable regulatory authorities. Such requirements include, but are not limited to, not billing Members for any amounts except Member Expenses and charges for services not covered under the Member's Benefit Contract.

ACN's utilization management, quality assurance and improvement standards, and procedures do not diminish Provider's obligation to provide services to Members in accordance with the applicable standard of care.

3.3 Operations Manual. Provider shall comply with the ACN Operations Manual, which is incorporated into this Agreement by reference. ACN shall provide one copy of the Operations Manual to Provider at no cost. The Operations Manual describes, among other things, ACN's administrative and operational procedures, such as claims submission, and clinical submission requirements. The Operations Manual may be amended, revised, supplemented or replaced from time to time by ACN. ACN will provide written notice of any material changes to the Operation Manual. If there is a conflict between this Agreement and the Operation Manual, the Agreement supersedes the Operation Manual.

3.4 ACN and Plan Programs. Provider shall cooperate and comply with all programs, policies and procedures of ACN and Plan, including credentialing and re-credentialing processes, utilization management, quality improvement, or other similar ACN or Plan programs. These are set forth in this Agreement, the Operations Manual, Plan Summaries, or other documents of ACN or Plan, as amended from time to time. ACN will provide written notice of any material changes to ACN's programs.

3.5 Continuity of Care; Referral to Other Health Professionals. Provider shall furnish Covered Services in a manner providing continuity of care and ready referral of members to other providers at times as may be appropriate and consistent with standards of care in the community. If a Member requires additional services or evaluation, including Emergency Services, Provider agrees it will make its best efforts to refer Member to his/her primary care physician or other participating health professionals in accordance with the terms and conditions of Member's Benefit Contract. A Member requiring Emergency Services shall also be referred to the "911" emergency response system.

3.6 Member Access to Care. Provider shall ensure that Members have timely and reasonable access to Covered Services and shall at all times be reasonably available to Members as is appropriate. Provider shall arrange for an answering machine or service. Provider shall include office hours and emergency information on the answering machine or with the service and allow Members to leave a message 24 hours a day.

3.7 Employees and Contractors of Provider. Provider will ensure that its employees and contractors abide by the terms of this Agreement when providing Covered Services to Members. Provider understands that the employees and contractors of Provider may be restricted by ACN from providing Covered Services to Members in the event such employee or contractor does not meet credentialing requirements, or for otherwise failing to abide by the terms of this Agreement as requested by Provider.

All payments for Covered Services provided to Members shall be paid to Provider. Provider will make its own financial arrangements with its employees and contractors who have provided such Covered Services. Employees and contractors of Provider must look solely to Provider for reimbursement for Covered Services provided to Members.

Payor will have no responsibility for payment beyond paying Provider the amounts required by this Agreement.

SECTION 4 Payment Provisions

4.1 Payment for Covered Services. Covered Services will be paid by Payor at the lesser of: (1) Provider's Customary Charge for such Covered Services, less any applicable Member Expenses; or (2) the Fee Schedule Amount for such Covered Services, less any applicable Member Expenses. Payment will be made for Covered Services, as determined by ACN, Plan or Payor, provided they have been rendered and billed in accordance with ACN, Plan and Payor policies and procedures. Provider shall notify ACN in writing within 30 days of receiving any material changes to the fee schedule if a Provider wishes to not participate in the program effected by the fee schedule changes.

The obligation for payment for Covered Services provided to a Member is solely that of Payor, although ACN may arrange for claims processing services. For any claim ACN is obligated to pay as the Payor, when ACN has received all information necessary to process and pay a claim, payment will be made within the timeframes indicated by applicable State law. ACN shall use commercially reasonable efforts to provide assistance should any Payor not provide claims payment to Provider in timeframes dictated by this Agreement.

4.2 Payment in Full. Provider shall accept as payment in full for Covered Services rendered to Members such amounts as are paid by Payor pursuant to this Agreement. In no event shall Provider bill a Member for the difference between Customary Charges and the amount Provider has agreed to accept as full reimbursement under this Agreement. Provider may collect Member Expenses from the Member. Provider shall not bill Members for charges not paid due to inappropriate or inaccurate billing, or Provider's failure to comply with policies or procedures of ACN, Plan or Payor. If Payor denies payment for services rendered by Provider on grounds that Provider did not follow (a) clinical submission requirements, (b) timely claim filing guidelines, or (c) other administrative requirements as defined in the Operations Manual and section 3.4. Provider shall not collect payment from the Member for the services. Provider shall not bill or collect payment from the Member for non-covered services, as defined by Members' Benefit Contract, unless Provider first obtains the Member's written consent, prior to the services being rendered. Upon request, Provider will provide documentation of Member's written consent.

4.3 Submission of Claims. Provider shall submit Clean Claims as described in the applicable Plan Summary. All information necessary to process the claims must be received within the time frame stated in the Plan Summary. Provider agrees that claims received after the applicable time period may be rejected for payment, at ACN's or Payor's discretion.

A Clean Claim will be considered properly completed if Provider complies with the billing procedures set forth in this Agreement, the Plan Summary, the Operations Manual, or

other applicable documents, or as otherwise prescribed by state law. In the event of a conflict between this Agreement, the Plan Summary, or the Operations Manual, this Agreement shall supersede. If Provider fails to submit Clean Claims in accordance with these provisions, Provider shall not bill Member for those Covered Services.

Payor shall have the right to make, and Provider shall have the right to request, corrective adjustments to a previous payment; provided however, that Payor shall have no obligation to pay additional amounts after 12 months from the date the initial claim was paid except when Provider has notified ACN and/or Payor of a dispute in payment amount and ACN and/or Payor has not yet resolved the payment issue.

4.4 Coordination of Benefits. Provider shall be paid in accordance with Payor's coordination of benefits rules. In the event that ACN or Payor is the secondary insurer, Provider shall submit claims as defined specifically for secondary claims filing timeframes as required by the Payor.

4.5 Member Protection Provision. This provision applies when ACN is the Payor, when required by a specific Payor other than ACN, or when required pursuant to applicable statutes and regulations.

In no event, including, but not limited to, non-payment by Payor for Covered Services rendered to Members by Provider, due to insolvency of Payor, or breach by ACN of any term or condition of this Agreement, shall Provider bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from, or have any recourse against any Member or persons acting on behalf of the Member for Covered Services eligible for reimbursement under this Agreement; provided, however, that Provider may collect from the Member, Member Expenses or charges for services not covered under the Member's Benefit Contract.

The provisions of this section shall (1) apply to all Covered Services rendered while this Agreement is in force; (2) with respect to Covered Services rendered while this Agreement is in force, survive the termination of this Agreement regardless of the cause of termination; (3) be construed to be for the benefit of the Members; and (4) supersede any oral or written agreement, existing or subsequently entered into, between Provider and a Member or person acting on a Member's behalf, that requires the Member to pay for such Covered Services.

SECTION 5

Liability of Parties, Laws, Regulations and Licenses

5.1 Responsibility for Damages. Each party shall be responsible for any and all damages, claims, liabilities or judgments, which may arise as a result of its own, or its employees or subcontractors, negligence or intentional wrongdoing. Any costs for damages, claims, liabilities or judgments, other than defense costs, incurred at any time by one party as a result of the other party's negligence or intentional wrongdoing shall be paid for or reimbursed by the other party.

5.2 Provider Liability Insurance. Provider shall procure and maintain, at Provider's sole expense, the following:

(1) comprehensive general and/or umbrella liability insurance in the amount of the industry standard per occurrence and aggregate, (2) medical malpractice or professional liability insurance in the amount of \$1,000,000 per occurrence and \$3,000,000 aggregate and or such greater limits as may be required in the Plan Summary.

Provider shall also require that all health care professionals employed by or under contract with Provider to render Covered Services to Members procure and maintain malpractice insurance, unless they are covered under Provider's insurance policies. Provider's and other health care professionals' medical malpractice insurance shall be either occurrence or claims made with an extended period reporting option under such terms and conditions as may be reasonably required by ACN. Prior to the Effective Date of this Agreement and at each policy renewal thereafter, Provider shall submit to ACN in writing evidence of insurance coverage.

5.3 ACN Liability Insurance. ACN shall, at its sole cost and expense, procure and maintain comprehensive general liability, professional liability, and other necessary insurances to insure itself and its employees, acting within the scope of their duties, against claims for damages arising by reason of personal injury or wrongful death occasioned directly or indirectly by themselves or by their employees in connection with the performance of their responsibilities under this Agreement.

5.4 Laws, Regulations and Licenses. Provider shall maintain in good standing all federal, state and local licenses, certifications and permits, without sanction, revocations, suspension, censure, probation or material restriction, which are required to provide health care services according to the laws of the jurisdiction in which Covered Services are provided, and shall comply with all applicable statutes and regulations. Provider shall also require that all health care professionals employed by or under contract with Provider to render Covered Services to Members, including covering Providers, comply with this provision. If a Regulatory Addendum is attached to this Agreement, Provider shall comply with all requirements set forth therein. ACN shall at all times comply with all applicable federal and state laws and regulations.

5. Force Majeure: No party will be liable for any failure to timely perform its obligations under this Agreement if prevented from doing so by a cause of causes beyond its commercially reasonable control including, but not limited to, acts of God or nature, floods, storms, fires, earthquakes, riots, strikes, wars or governmental restraint.

SECTION 6

Notices

Provider shall notify ACN within 10 days of knowledge of the following:

- (1) Changes in liability insurance carriers, termination of, or any other material changes in Provider's liability insurance, including reduction of limits, erosion of aggregate, changes in retention or non-payment of premium;
- (2) Action which may result in or the actual suspension, sanction, revocation, condition, limitation, qualification or other material restriction on Provider's licenses, certifications or permits by any government or agency under which Provider is authorized to provide health care services; and, of any suspension, revocation, condition, limitation, qualification or other material restriction of Provider's staff privileges at any licensed hospital, nursing home or other facility at which Provider has staff privileges during the term of this Agreement,
- (3) Indictment, arrest or conviction for a felony or for any criminal charge related to the practice of Provider's profession;
- (4) Claims or legal actions for professional negligence or bankruptcy;
- (5) Provider's termination, for cause, from a provider network offered by any plan, including, without limitation, any health care service plan or health maintenance organization, any health insurer, any preferred provider organization, any employer, or any trust fund;
- (5) Any occurrence or condition that might materially impair the ability of Provider to discharge its duties or obligations under this Agreement;(6) Any condition or circumstance that may pose a direct threat to the safety of Provider, Providers' staff, and/or Members;
- (7) A change in Provider's name, ownership or Federal Tax I.D. Number;

Unless otherwise specified in this Agreement, any notice or other communication required or permitted shall be in writing. All written notices or communication shall be deemed to have been given when delivered in person; by overnight delivery, 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 at the signature portion of this Agreement or to another more recent address of which the sending party has received written notice. The parties shall provide each other with proper addresses of all designees that should receive certain notices or communication instead of that party.

SECTION 7

Records

7.1 Confidentiality of Records. ACN and Provider shall maintain the confidentiality of all Member records in accordance with any applicable statutes and regulations, including, but

not limited to those promulgated under the Health Insurance Portability and Accountability Act ("HIPAA").

7.2 Maintenance of and ACN Access to Records. Provider shall maintain adequate medical, financial and administrative records related to Covered Services in a manner consistent with the standards in the community and in accordance with all applicable statutes and regulations. Such records shall include all medical records, documents, evidences of coverage and other relevant information in Provider's possession upon which ACN relied to reach a decision concerning a Member complaint or grievance. Any such records shall be maintained for a period of six years and shall be readily available to ACN and Plan at all reasonable times during the term of this Agreement or a period of six years, whichever is longer.

To perform its utilization management and quality improvement activities, ACN shall have access to such information and records, including claims records, at all reasonable times, and in any event, within 14 days from the date the request is made, except that, in the case of an audit by ACN, such access shall be given at the time of the audit. If requested by ACN, Provider shall provide copies of such records free of charge. ACN shall have access to and the right to audit information and records during the term of this Agreement and for 3 years following its termination, whether by rescission or otherwise. It is Provider's responsibility to provide ACN with requested information and records or copies of records and to allow ACN to release such information or records to Plans as necessary for the administration of the Benefit Contract or compliance with any state or federal laws applicable to the Plans. Such obligation survives the termination of this Agreement, whether by rescission or otherwise.

This section shall not be construed to grant ACN access to Provider's records that are created for purposes of assessing Provider's financial performance or for Provider's peer review activities, except to the extent the federal and/or state government and any of their authorized representatives have access to such records pursuant to Section 7.3 of this Agreement.

7.3 Government and Accrediting Agency Access to Records. During the term of this Agreement and the three (3) year period following its termination (whether by rescission or otherwise), the federal, state and local government, or accrediting agencies including, but not limited to, the Department of Managed Health Care, the National Committee for Quality Assurance (the "NCQA") and the applicable professional licensing board, and any of their authorized representatives, shall have access to during normal business hours, and ACN and Provider are authorized to release, in accordance with applicable statutes and regulations, all information and records or copies of such, within the possession of ACN or Provider, including, but not limited to records and information supplied by the other party, which are pertinent to and involve transactions related to this Agreement if such access is necessary to comply with accreditation standards, statutes or regulations applicable to ACN, Plan, Payor or Provider.

SECTION 8

Resolution of Disputes

ACN and Provider will work together in good faith to resolve any disputes about their business relationship. If the parties are unable to resolve the dispute within 30 days following the date one party sent written notice of the dispute to the other party, and if ACN or Provider wishes to pursue the dispute, it shall be submitted to binding arbitration in accordance with the rules of the American Arbitration Association. In no event may arbitration be initiated more than one year following the sending of written notice of the dispute. Any arbitration proceeding under this Agreement shall be conducted in a location agreed to by the parties or as selected by the AAA if the parties cannot agree on a location. The arbitrators may construe or interpret but shall not vary or ignore the terms of this Agreement or the Members' Benefit Contract, shall have no authority to award any punitive or exemplary damages, and shall be bound by controlling law. If the dispute pertains to a matter which is generally administered by certain ACN procedures, such as claims payment, credentialing or quality improvement plan, the procedures set forth in that plan must be fully exhausted by Provider before Provider may invoke his or her right to arbitration under this section. The parties acknowledge that because this Agreement affects interstate commerce the Federal Arbitration Act applies.

SECTION 9

Term and Termination

9.1 Term. This Agreement shall begin on the Effective Date and it shall remain in effect for one year, and shall automatically renew for successive 1-year terms until it is terminated as provided below.

9.2 Termination. This Agreement may be terminated as follows:

- (1) By mutual agreement of ACN and Provider;
- (2) by either party upon 90 days prior written notice to the other party;
- (3) by either party, in the event of a material breach of this Agreement by the other party, upon 30 days prior written notice to the other party. The written notice shall specify the precise nature of the breach. In the event the breaching party cures the breach within 30 days after the non-breaching party's written notice, this Agreement shall not terminate;
- (4) by ACN immediately upon written notice to Provider, due to Provider's loss, suspension, restriction, probation, voluntary relinquishment or any other adverse action taken against any of Provider's licenses or certifications, or loss of insurance required under this Agreement;
- (5) by Provider upon 60 days prior written notice to ACN due to an amendment made to this Agreement pursuant to Section 10.1 of this Agreement;
- (6) by ACN immediately if ACN determines, in its sole discretion, that the health, safety or welfare of Members may be jeopardized by the continuation of this Agreement.

During periods of notice of termination, ACN reserves the right to transfer Members to another Provider, and Provider agrees to cooperate and assist with such transfers.

9.3 Information to Members. Provider acknowledges the right of ACN to inform Members of Provider's termination and agrees to cooperate with ACN regarding the form of such notification. In the event of termination, ACN or Payor will notify Members of the impending non-participation status prior to the date of termination, and Provider will clearly communicate to new and current patients the date upon which Provider will no longer be a Participating Provider.

9.4 Continuation of Services After Termination. Upon request of ACN, or pursuant to applicable State law, Provider shall continue to provide Covered Services authorized by ACN to Members, who are receiving such services from Provider, as of the date of termination of this Agreement, until arrangements are completed for such Members to be transferred to another Participating Provider. Payor shall pay Provider for such services at the Provider's contracted rate.

SECTION 10 Miscellaneous

10.1 Amendment. The Agreement may be amended or modified only in writing signed by the authorized personnel of each party. Upon written Notice to Provider, ACN may also amend this Agreement to comply with the requirement of state and federal regulatory authorities, and shall give written Notice to Provider of such amendment and its effective date. Unless such regulatory authorities direct otherwise, the signature of Provider will not be required for Amendments made to comply with the requirements of state and federal regulatory authorities.

10.2 Assignment. Neither party may assign any of its rights and responsibilities under this Agreement to any person or entity, except that ACN may assign this Agreement to any entity controlling, controlled by or under common control with ACN without Provider's prior written consent.

10.3 Administrative Responsibilities. ACN may delegate certain administrative responsibilities under this Agreement to another entity, including, but not limited to, Payor or its duly qualified designee. In addition, certain Payor responsibilities may actually be performed by its duly qualified designee. Should disputes arise between Provider and designee, ACN shall use commercially reasonable efforts to help these parties come to a mutually beneficial resolution.

10.4 Relationship Between ACN and Provider. The relationship between ACN and Provider is solely that of independent contractors and nothing in this Agreement or otherwise shall be construed or deemed to create any other relationship, including one of employment, agency or joint venture. ACN and Provider agree that the relationship established through this Agreement is unique and specific to them. Consequently, any

dispute that may arise between the parties relative to this Agreement shall be resolved exclusively between them pursuant to Section 8 of this Agreement.

10.5 Name, Symbol and Service Mark. During the term of this Agreement, Provider, ACN and Plan shall have the right to use each other's name solely to make public reference to Provider as a Participating Provider. Provider, ACN and Plan shall not otherwise use each other's name, symbol or service mark, or the name, symbol or service mark of Provider's, ACN's, and Plan's parent corporations or affiliates, without prior written approval.

10.6 Confidentiality. Neither party shall disclose to third parties any confidential or proprietary business information which it receives from the other party, including, but not limited to, financial statements, business plans, protocols and programs; except that (1) Provider may disclose information to a Member relating to the Member's treatment plan and the payment methodology, but not specific rates, or Fee Schedule Amounts, and (2) ACN may disclose certain terms to Plans or designees that need the information to process claims or administer a Benefit Contract, and may file the form of this Agreement with any federal or state regulatory entity as may be required by applicable law.

10.7 Communication. ACN encourages Provider to discuss with Members treatment options and their associated risks and benefits, regardless of whether the treatment is covered under the Member's Benefit Contract. Provider will provide information regarding treatment options in a culturally competent manner, including the option of no treatment. Provider will assure that individuals with disabilities are furnished with effective communications in making decisions regarding treatment options. Nothing in this Agreement is intended to interfere with Provider's relationship with Members as patients of Provider, or with ACN's ability to administer its quality improvement, utilization management and credentialing programs.

10.8 Effects of New Statutes and Regulations and Changes of Conditions. The parties agree to use best efforts to renegotiate this Agreement if either party would be materially adversely affected by continued performance as a result of a change in laws or regulations, a requirement that one party comply with an existing law or regulation contrary to the other party's prior reasonable understanding, or a change in ACN's business model, fee schedule or arrangements with Plans. The party affected must promptly notify the other party of the change or required compliance and its desire to re-negotiate this Agreement. If a new agreement is not executed within 30 days of receipt of the re-negotiation notice, the party adversely affected shall have the right to terminate this Agreement upon 45 days written notice to the other party. Any such notice of termination must be given within 10 days of the end of the 30-day re-negotiation period.

10.9 Appendices. Additional and/or alternative provisions, if any, related to certain Covered Services rendered by Provider to Members covered by certain Benefit Contracts that are not contained in the Plan Summaries are set forth in the Appendices.

10.10 Entire Agreement. This Agreement, with its attachments, addenda and amendments, constitutes the entire agreement between the parties and supersedes all

previous agreements, either oral or written in regard to the subject matter. If any applicable statutes or regulations, or if a Payor that is a governmental entity requires that certain provisions of this Agreement be removed or replaced, or that additional provisions be incorporated, such provisions shall be deemed to be removed or replaced or additional provisions incorporated into this Agreement as of the effective date of such statute or regulation or Payor requirement for all Covered Services provided which are subject to such statutes or regulations or Payor requirements.

10.11 Governing Law. This Agreement shall be governed by and construed in accordance with applicable state law and ERISA.

10.12 Medicaid Members. If a Medicaid Appendix is attached to this Agreement Provider agrees to provide Covered Services to Members enrolled in a Benefit Contract for Medicaid recipients and to comply with any additional requirements set forth in the Medicaid Appendix.

10.13 Medicare Members. If a Medicare Appendix is attached to this Agreement, Provider agrees to provide Covered Services under this Agreement, to Members who are enrolled in a Benefit Contract for Medicare beneficiaries and to cooperate and comply with the provisions set forth in the attached Medicare + Choice Addendum. Provider also understands that ACN's agreements with Participating Providers are subject to review and approval by the Centers for Medicare and Medicaid Services ("CMS").

10.14 Severability: If for any reason any provision of this Agreement is held invalid, the remaining provisions shall remain in full force and effect.

10.16 Retaliation. ACN and Payor(s) agree that they will not retaliate against Provider, including but not limited to termination of this Agreement, because Provider has filed a complaint on behalf of a Member or has appealed a decision made by ACN or Plan on behalf of a Member.

10.17 No Third Party Beneficiary. This Agreement is entered into by and between the Parties hereto and for said Parties' sole benefit. As such, no third party person or entity shall be deemed to have any third party beneficiary rights or status and shall not have any right to enforcement of any term or condition herein, except as otherwise provided in the Member Protection Provision of the Agreement.

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

INDIVIDUAL PROVIDER

OR

GROUP PROVIDER

Address: _____

Address: _____

Signature: _____

Signature of Owner/Program Director: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Clinic Name: _____

Date: _____

ACN GROUP, INC.

Mail Route: MN010-W120
6300 Olson Memorial Highway
Golden Valley, MN 55427
Telephone: 1-800-873-4575

Signature: _____

Print Name: _____

Title: _____

Date: _____

□

Medicare Advantage Regulatory Requirements Addendum
(Provider Version 08.2009)



Medicare Advantage
Reg Req Appendix (A)

Fee Schedule
U.S. Physical Therapy, Inc.



USPT Fee Schedule
(Redacted).pdf

Exhibit C
U.S. Physical Therapy, Inc.
Affiliate Clinic Locations



UPST Affiliate Clinic
Locations.pdf

SERFF Tracking Number: UHLC-126632674
Filing Company: UnitedHealthcare of Arkansas, Inc.
Company Tracking Number:
TOI: H21 Health - Other
Product Name: USPT ACN Provider Agreement
Project Name/Number: /

State: Arkansas
State Tracking Number: 45696
Sub-TOI: H21.000 Health - Other

Supporting Document Schedules

		Item Status:	Status Date:
Bypassed - Item:	Flesch Certification	Approved-Closed	05/19/2010
Bypass Reason:	N/A		
Comments:			
Bypassed - Item:	Application	Approved-Closed	05/19/2010
Bypass Reason:	N/A		
Comments:			
Bypassed - Item:	Health - Actuarial Justification	Approved-Closed	05/19/2010
Bypass Reason:	N/A		
Comments:			
Bypassed - Item:	Outline of Coverage	Approved-Closed	05/19/2010
Bypass Reason:	N/A		
Comments:			
Satisfied - Item:	Cover Letter	Approved-Closed	05/19/2010
Comments:			
Attachment:			
Cover Letter 5.17.10.pdf			

May 18, 2010,
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 # ACN/USPT PROVDR 05.10

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

