

SERFF Tracking Number: UHLC-126656067 State: Arkansas
Filing Company: UnitedHealthcare of the Mid-Atlantic, Inc. State Tracking Number: 45852
Company Tracking Number:
TOI: HOrg02G Group Health Organizations - Health Sub-TOI: HOrg02G.003C Large Group Only - HMO
Maintenance (HMO)
Product Name: MD ACN Provider Agreement Filing
Project Name/Number: /

Filing at a Glance

Company: UnitedHealthcare of the Mid-Atlantic, Inc.

Product Name: MD ACN Provider Agreement SERFF Tr Num: UHLC-126656067 State: Arkansas

Filing

TOI: HOrg02G Group Health Organizations - SERFF Status: Closed-Withdrawn State Tr Num: 45852
Health Maintenance (HMO)

Sub-TOI: HOrg02G.003C Large Group Only - Co Tr Num: State Status: Withdrawn
HMO

Filing Type: Form

Reviewer(s): Rosalind Minor
Author: Ebony Terry Disposition Date: 06/07/2010
Date Submitted: 06/02/2010 Disposition Status: Withdrawn

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:

Group Market Size: Large

Overall Rate Impact:

Group Market Type:

Filing Status Changed: 06/07/2010

Explanation for Other Group Market Type:

State Status Changed: 06/07/2010

Deemer Date:

Created By: Ebony Terry

Submitted By: Ebony Terry

Corresponding Filing Tracking Number:

PPACA: Pre-PPACA Submission

Filing Description:

ACN Provider Agreement Filing

Company and Contact

Filing Contact Information

Ebony Terry, Compliance Analyst

Ebony_N_Terry@uhc.com

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Project Name/Number: /
 800 King Farm Blvd. 240-632-8053 [Phone]
 Suite 500
 Rockville, MD 20850

Filing Company Information

UnitedHealthcare of the Mid-Atlantic, Inc. CoCode: 95025 State of Domicile: Maryland
 4 TAFT COURT Group Code: -99 Company Type: HMO
 ROCKVILLE, MD 20850 Group Name: State ID Number:
 (952) 992-5878 ext. [Phone] FEIN Number: 52-1130183

Filing Fees

Fee Required? Yes
 Fee Amount: \$125.00
 Retaliatory? No
 Fee Explanation:
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
UnitedHealthcare of the Mid-Atlantic, Inc.	\$125.00	06/02/2010	36945817

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Withdrawn	Rosalind Minor	06/07/2010	06/07/2010

Objection Letters and Response Letters

Objection Letters				Response Letters		
Status	Created By	Created On	Date Submitted	Responded By	Created On	Date Submitted
Pending	Rosalind Minor	06/04/2010	06/04/2010	Ebony Terry	06/07/2010	06/07/2010

Industry
Response

Filing Notes

Subject	Note Type	Created By	Created On	Date Submitted
Please Reject this filing	Note To Reviewer	Ebony Terry	06/02/2010	06/02/2010

SERFF Tracking Number: UHLC-126656067 *State:* Arkansas
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Disposition

Disposition Date: 06/07/2010

Implementation Date:

Status: Withdrawn

Comment: This submission is being withdrawn because it was sent to the State of Arkansas in error.

Rate data does NOT apply to filing.

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Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification	Withdrawn	No
Supporting Document	Application	Withdrawn	No
Supporting Document	Health - Actuarial Justification	Withdrawn	No
Supporting Document	Cover Letter	Withdrawn	No
Form	ACN Provider Agreement	Withdrawn	No
Form	Regulatory Appendix	Withdrawn	No

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Objection Letter

Objection Letter Status Pending Industry Response
Objection Letter Date 06/04/2010
Submitted Date 06/04/2010

Respond By Date

Dear Ebony Terry,

This will acknowledge receipt of the captioned filing.

Objection 1

- Cover Letter (Supporting Document)

Comment:

The cover letter indicates that this submission should have gone to Ellen Woodall, Maryland Insurance Administration.

UnitedHealthcare of the Mid-Atlantic, Inc. does not have a Certificate of Authority to operate in Arkansas.

Do you wish to withdraw this filing?

Please feel free to contact me if you have questions.

Sincerely,

Rosalind Minor

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Response Letter

Response Letter Status Submitted to State
Response Letter Date 06/07/2010
Submitted Date 06/07/2010

Dear Rosalind Minor,

Comments:

Ms Minor,

Yes I wish to withdrawal this filing. I tried to send you a note regarding my error soon after it had been filed but you may not have had access to it because I sent it before it had been assigned. My apologies.

Response 1

Comments: N/A

Related Objection 1

Applies To:

- Cover Letter (Supporting Document)

Comment:

The cover letter indicates that this submission should have gone to Ellen Woodall, Maryland Insurance Administration.

UnitedHealthcare of the Mid-Atlantic, Inc. does not have a Certificate of Authority to operate in Arkansas.

Do you wish to withdraw this filing?

Changed Items:

No Supporting Documents changed.

No Form Schedule items changed.

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No Rate/Rule Schedule items changed.

Sincerely,
Ebony Terry

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Note To Reviewer

Created By:

Ebony Terry on 06/02/2010 12:58 PM

Last Edited By:

Ebony Terry

Submitted On:

06/02/2010 12:59 PM

Subject:

Please Reject this filing

Comments:

This was sent in error. It should have been sent to the state of Maryland. I apologize for my oversight.

Thank you

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Form Schedule

Lead Form Number: ACN/PROVDR-01.05

Schedule Item	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
Withdrawn 06/07/2010	ACN/PROVDR-01.05	Policy/Contract	ACN Provider Fraternal Agreement Certificate: Amendment, Insert Page, Endorsement or Rider	Initial			2005 Provider Agreement.pdf
Withdrawn 06/07/2010	ACN PROVIDER AGMT – MD REG ADDEND 10.09	Policy/Contract	Regulatory Appendix Fraternal Certificate: Amendment, Insert Page, Endorsement or Rider	Initial			Maryland Regulatory Addend _ACN 10 09_ _FINAL 051110_.pdf

ACN GROUP, INC., PROVIDER AGREEMENT

THIS AGREEMENT ("Agreement") is between ACN Group, Inc. ("ACN") and the undersigned person ("Individual") or entity ("Group"), (Individual and Group are also individually and collectively referred to as "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. This Agreement supersedes and replaces any existing provider agreements between the parties related to the provision of Covered Services.

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 copayments, deductibles, and limits on coverage for services rendered outside specified networks.

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:

1. Placing the patient's health in serious jeopardy;
2. Serious impairment to bodily functions;
3. 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.

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.

Participating Provider: A health care professional, including Provider, who has a written participation agreement in effect 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.

Plan: The entity or person that is authorized by ACN to access one or more networks of Participating Providers developed by ACN. Plan has the responsibility for issuance and administration of the Benefit Contract.

Plan Summary: A written summary that identifies the Plan, sets forth the Fee Schedule Amount, and specific unique requirements for the particular Plan.

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.

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 15 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.

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 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. If Provider is unavailable when Members call, instructions must be provided for the Member referring them to another Participating Provider or their benefit plan. 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.

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.

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, 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 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 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. If Provider fails to submit 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.

4.4 Coordination of Benefits. Provider shall be paid in accordance with Payor's coordination of benefits rules.

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:

If Provider is an Individual: (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 \$100,000 per occurrence and \$300,000 aggregate and or such greater limits as may be required in the Plan Summary.

If Provider is a Group: (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 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.

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;
- (6) Any occurrence or condition that might materially impair the ability of Provider to discharge its duties or obligations under this Agreement;
- (7) Any condition or circumstance that may pose a direct threat to the safety of Provider, Providers' staff, and/or Members;
- (8) 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; 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, Provider will notify Members of the impending non-participation status prior to the date of termination, and will clearly communicate to new 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. ACN may amend this Agreement by sending a copy of the amendment to Provider at least 30 days prior to its effective date. The signature of Provider shall not be required. ACN may also amend this Agreement to comply with the requirements 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.

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 designee. In addition, certain Payor responsibilities may actually be performed by its designee.

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 re-negotiate 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 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 in regard to its 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 Effective Date. The Effective Date of this Agreement is _____.

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: (800) 873-4575

Signature: _____

Print Name: _____

Title: _____

Date: _____

Maryland Regulatory Requirements Addendum

This Maryland Regulatory Requirements Addendum (this “Addendum”) is made part of the Provider Agreement (the “Agreement”) entered into between **ACN Group, Inc.** (“ACN”) and the health care professional or entity named in the Agreement (“Provider”).

This Addendum applies to all products or benefit plans sponsored, issued or administered by or accessed through ACN or ACN’s contracted clients to the extent such products are regulated under Maryland laws, provided, however, that the requirements in this Addendum will not apply to the extent they are preempted by the Medicare Modernization Act or other applicable law.

If any of the capitalized terms in this Addendum are used or defined (or the equivalent terms are used or defined) in the Agreement, then the terms used in this Addendum will have the same meaning as the terms (or equivalent terms) used or defined in the Agreement. For example, “Benefit Plans,” as used in this Addendum, will have the same meaning as “benefit contracts”; “Customer,” as used in this Addendum, will have the same meaning as “member,” “enrollee,” or “covered person”; “Payor,” as used in this Addendum, will have the same meaning as “participating entity”; “Provider,” as used in this Addendum, will have the same meaning as “Facility,” “Medical Group,” “Ancillary Provider,” “Physician,” or “Practitioner.”

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

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

ACN and Provider acknowledge that Payor is obligated to comply with all state laws, statutes, and regulations that are applicable to entities such as Payor. The parties further acknowledge that certain Payors may not be a party to the Agreement and that all references to any obligation of Payor are an attempt by the parties to identify the Payor’s obligation under applicable state law.

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

Provisions applicable to Benefit Plans regulated under Maryland HMO laws:

- 1. Period in Which to Submit Claims.** Payor and Provider shall comply with applicable Maryland laws that relate to the payment of claims, including Maryland Insurance Articles § 15-1005, §15-1008, and Code of Maryland Regulations Title 31, Subtitle 10, Chapter 11, as may be amended.
- 2. Continuation of Services.** If Provider is a primary care provider as defined under applicable Maryland Statutes and is terminated from ACN’s provider panel for reasons unrelated to fraud, patient abuse, incompetency, or loss of licensure status, Provider shall continue to furnish Covered Services to each Customer for ninety (90) days after the date of the notice of termination:

- (a) who was receiving Covered Services from Provider before the notice of termination; and
- (b) who, after receiving notice of the termination of Provider, requests to continue receiving Covered Services from Provider.

Payor shall reimburse Provider for services provided pursuant to this Continuation of Services provision in accordance with the Agreement.

The provisions of this Section shall survive the termination of the Agreement regardless of the cause giving rise to termination and shall be construed to be for the benefit of Customers. These Continuation of Services provisions shall supersede any oral or written contrary agreement, now existing or thereafter entered into, between Provider and a Customer or a person acting on a Customer's behalf.

3. Customer Protection Provision. Provider may not, under any circumstances, including but not limited to nonpayment of moneys due to Provider from Payor, insolvency of Payor, or breach of the Agreement; bill, charge, collect a deposit, seek compensation, remuneration, or reimbursement from, or have any recourse against the Customer, or any persons, other than Payor, acting on the Customer's behalf, for services provided in accordance with the Agreement. Collection of co-payments or supplemental charges in accordance with the terms of the Customer's Benefit Plan, or charges for services not covered under the Customer's Benefit Plan, are excluded from this Hold Harmless clause. This Hold Harmless provision shall survive the termination of the Agreement, regardless of the cause of termination.

4. Indemnification Prohibited. Nothing in the Agreement shall be construed or interpreted as requiring Provider to indemnify ACN or hold ACN harmless for a coverage decision or negligent act of ACN.

5. Notification of Provider Panel Termination. ACN shall give to Provider advance written notice in the form and for the length of time as provided in the Agreement but in no case less than ninety (90) days before the date of the termination of Provider from ACN's provider panel if the termination is for reasons unrelated to fraud, patient abuse, incompetency, or loss of licensure status.

6. Provider Withdrawal. If Provider elects to terminate participation as a member of ACN's provider panel, Provider shall give to ACN advance written notice in the form and for the length of time as provided in the Agreement but in no case less than ninety (90) days before the date of termination. In addition, Provider shall continue to furnish health care services to Customers for whom Provider was responsible for the delivery of health care services prior to the notice of termination for the period between the date of the Provider's notice of termination and the date on which the Provider's participation ends, which shall be no less than ninety days.

7. Communications. Nothing in this Addendum shall be construed or interpreted as prohibiting Provider from discussing with or communicating to a Customer or other person information that is necessary or appropriate for the delivery of Covered Services, including:

- (a) communications that relate to treatment alternatives;

- (b) communications that are necessary or appropriate to maintain the provider-patient relationship while the patient is under Provider's care;
- (c) communications that relate to a Customer's right to appeal a coverage determination of ACN or Payor, as applicable, with which Provider or Customer does not agree; and
- (d) opinions and the basis of an opinion about public policy issues.

8. Definition of Experimental, Investigational, or Unproven Medical Care. When ACN (or ACN contracted clients) is the Payor, and as otherwise required by applicable law, the following definition of Experimental, Investigational or Unproven Services shall be used in evaluating the availability of benefits under a Benefit Plan:

Medical, surgical, diagnostic, psychiatric, substance abuse or other health care technologies, supplies, treatments, procedures, drug therapies or devices that are determined by ACN (or ACN contracted clients) (at the time of determination regarding coverage in a particular case) to be: (1) not approved by the U.S. Food and Drug Administration (FDA) to be lawfully marketed for the proposed use and not identified in the American Hospital Formulary Service, the United States Pharmacopeia Dispensing Information, or the American Medical Association Drug Evaluations or in the medical literature as appropriate for the proposed use; or (2) subject to review and approval by the Institutional Review Board of the treating facility for the proposed use; or (3) the subject of a written protocol used by the treating facility for research, clinical trials, or other tests or studies to evaluate its safety, effectiveness, toxicity or efficacy, as evidenced in the protocol itself or in the written consent form used by the treating facility; or (4) not demonstrated through prevailing peer-reviewed medical literature to be safe and effective for treating or diagnosing the condition or illness for which its use is proposed.

Benefit Plans administered by Payors other than ACN (or ACN contracted clients) may contain a modified definition of Experimental Services, which is available upon request.

9. Assignment, Transfer, or Subcontracting. ACN may not, in any manner, assign, transfer, or subcontract the Agreement, wholly or partly, to an insurer that offers personal injury protection coverage under Maryland Insurance Article §19-505 without first informing Provider and obtaining Provider's express written consent. ACN may not terminate, limit, or otherwise impair Provider's participation with ACN on the basis that Provider refused to agree to an assignment, transfer, or subcontract of all or part of Provider's contract to an insurer that offers personal injury protection coverage under Maryland Insurance Article §19-505.

10. Information Provided. A description of the coding guidelines used by ACN that are applicable to the services billed by a health care practitioner in Provider's specialty, and the methodology that ACN uses to determine whether to increase or reduce Provider's level of reimbursement. ACN shall provide this information to Provider at the time the Agreement is executed, thirty (30) days prior to change in the Agreement, and upon Provider's request.

11. Denial for Preauthorized Care. If a Covered Service has been preauthorized or approved for a Customer by Payor or, if applicable, its private review agent, Payor may not deny reimbursement to Provider for the preauthorized or approved service delivered to that Customer unless:

- (a) the information submitted to Payor regarding the service to be delivered to the Customer was fraudulent or intentionally misrepresentative;
- (b) critical information requested by Payor regarding the service to be delivered to the Customer was omitted such that Payor's determination would have been different had it known the critical information;
- (c) a planned course of treatment for the Customer was approved by Payor but was not substantially followed by Provider; or
- (d) on the date the preauthorized or approved service was delivered:
 - (i) the Customer was not covered by Payor;
 - (ii) Payor maintained an automated eligibility verification system that was available to the contracting provider by telephone or via the Internet; and
 - (iii) according to the verification system, the Customer was not covered by Payor.

12. "All Products" Clause Prohibited. Except as otherwise provided by Maryland Statutes, if ACN offers coverage for Covered Services through one or more health benefit plans, including but not limited to Workers' Compensation Benefits Plans, or contracts with providers to offer Covered Services through one or more provider panels, ACN may not require Provider, as a condition of participation or continuation on a provider panel for one of ACN's health benefit plans to serve also on another of ACN's provider panels.

Provisions applicable to Benefit Plans regulated by the State of Maryland but not subject to Maryland HMO laws.

1. Period in Which to Submit Claims. Payor and Provider shall comply with applicable Maryland laws that relate to the payment of claims, including Maryland Insurance Articles § 15-1005, §15-1008, and Code of Maryland Regulations Title 31, Subtitle 10, Chapter 11, as may be amended..

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(4) not demonstrated through prevailing peer-reviewed medical literature to be safe and effective for treating or diagnosing the condition or illness for which its use is proposed.

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continuation on a provider panel for one of ACN's health benefit plans to serve also on another of ACN's provider panels.

SERFF Tracking Number: UHLC-126656067 State: Arkansas
 Filing Company: UnitedHealthcare of the Mid-Atlantic, Inc. State Tracking Number: 45852
 Company Tracking Number:
 TOI: HOrg02G Group Health Organizations - Health Sub-TOI: HOrg02G.003C Large Group Only - HMO
 Maintenance (HMO)
 Product Name: MD ACN Provider Agreement Filing
 Project Name/Number: /

Supporting Document Schedules

		Item Status:	Status Date:
Bypassed - Item:	Flesch Certification	Withdrawn	06/07/2010
Bypass Reason:	N/A		
Comments:			

		Item Status:	Status Date:
Bypassed - Item:	Application	Withdrawn	06/07/2010
Bypass Reason:	N/A		
Comments:			

		Item Status:	Status Date:
Satisfied - Item:	Cover Letter	Withdrawn	06/07/2010
Comments:			
Attachment:			
UHCMA cover.pdf			

June 01, 2010,

Via U.S. Mail

Ellen Woodall

Director, Managed Care Unit and PRA Unit

Maryland Insurance Administration

200 St. Paul Place

Suite 2700

Baltimore, Maryland 21202-2272

NAIC: 95025 UnitedHealthcare of the Mid-Atlantic, Inc.

Form #: ACN/PROVDR-01.05"

ACN PROVIDER AGMT – MD REG ADDEND 10.09

Dear Ms. Woodall,

On behalf of UnitedHealthcare of the Mid-Atlantic, Inc. ("UHCMA"), please accept this correspondence as a submission of the above referenced Provider Agreement Form ("the Agreement") and its corresponding Appendix for the Maryland Insurance Administration's ("the Administration") review. UHCMA recognizes that this filing may not be used or implemented until and unless the Administration has granted approval.

This submission has been submitted electronically via SERFF and (\$125.00) one hundred and twenty-five dollars has been authorized to cover the applicable filing fee. Should the Administration have any immediate concerns or questions regarding this submission, please feel free to contact me at 240.632.8056, through the SERFF messaging system or at Ebony_N_Terry@uhc.com.

Respectfully,

Ebony N. Terry

Compliance Analyst

Enclosure

ENT

