

SERFF Tracking Number: UHLC-128525398 State: Arkansas
 Filing Company: UnitedHealthcare of Arkansas, Inc. State Tracking Number:
 Company Tracking Number: UHC/FQHC.RHC.6.12.AR
 TOI: HOrg02G Group Health Organizations - Health Sub-TOI: HOrg02G.002C Any Size Group - HMO
 Maintenance (HMO)
 Product Name: UHC/FQHC.RHC.6.12.AR
 Project Name/Number: UHC/FQHC.RHC.6.12.AR/UHC/FQHC.RHC.6.12.AR

Filing at a Glance

Company: UnitedHealthcare of Arkansas, Inc.
 Product Name: UHC/FQHC.RHC.6.12.AR SERFF Tr Num: UHLC-128525398 State: Arkansas
 TOI: HOrg02G Group Health Organizations - Health Maintenance (HMO) SERFF Status: Closed-Approved- State Tr Num:
 Health Maintenance (HMO) Closed
 Sub-TOI: HOrg02G.002C Any Size Group - HMO Co Tr Num: UHC/FQHC.RHC.6.12.AR State Status: Approved-Closed
 HMO
 Filing Type: Form Reviewer(s): Rosalind Minor
 Author: Kelly Smith Disposition Date: 06/28/2012
 Date Submitted: 06/28/2012 Disposition Status: Approved-Closed
 Implementation Date Requested: On Approval Implementation Date:
 State Filing Description:

General Information

Project Name: UHC/FQHC.RHC.6.12.AR Status of Filing in Domicile: Not Filed
 Project Number: UHC/FQHC.RHC.6.12.AR Date Approved in Domicile:
 Requested Filing Mode: Review & Approval Domicile Status Comments:
 Explanation for Combination/Other: Market Type: Group
 Submission Type: New Submission Group Market Size: Large
 Group Market Type: Employer Overall Rate Impact:
 Filing Status Changed: 06/28/2012 Deemer Date:
 State Status Changed: 06/28/2012 Submitted By: Kelly Smith
 Created By: Kelly Smith
 Corresponding Filing Tracking Number: UHC/FQHC.RHC.6.12.AR
 PPACA: Not PPACA-Related
 PPACA Notes: null
 Healthcare.gov ID:
 Filing Description:

The attached is the new AR FQHC/RHC contract template that requires filing for Arkansas. This agreement would be used with the current filed and approved regulatory appendix and any successor versions. The current filed and approved regulatory appendix is attached under the Supporting Documentations tab, approved 11-20-2006.

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State Narrative:

Company and Contact

Filing Contact Information

Kelly Smith, Manager RGA Kelly_Smith@uhc.com
 800 King Farm Blvd. 240-632-8061 [Phone]
 Suite 500
 Rockville, MD 20850

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: 50.00
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
UnitedHealthcare of Arkansas, Inc.	\$50.00	06/28/2012	60501772

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Rosalind Minor	06/28/2012	06/28/2012

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Disposition

Disposition Date: 06/28/2012

Implementation Date:

Status: Approved-Closed

HHS Status: HHS Approved

State Review: Reviewed-No Actuary

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	PPACA Uniform Compliance Summary	Approved-Closed	Yes
Form	UHC/FQHC.RHC.6.12.AR	Approved-Closed	Yes

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Form Schedule

Lead Form Number: UHC/FQHC.RHC.6.12.AR

Schedule Item	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
Approved- Closed 06/28/2012	UHC/FQHC .RHC.6.12. AR	Other	UHC/FQHC.RHC.6.1 2.AR	Initial		50.400	AR FQHC RHC DraftingTool Filing 6 22 12.pdf

[FQHC][RHC] Participation Agreement

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

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

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

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

United wishes to arrange to make Facility's services available to Customers. Facility wishes to provide those services, under the terms and conditions set forth in this Agreement.

The parties therefore enter into this Agreement.

Article I. **Definitions**

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

- 1.1 Benefit Plan** means a certificate of coverage, summary plan description, or other document or agreement, whether delivered in paper or electronic format, under which a Payer is obligated to provide coverage of Covered Services for a Customer.
- 1.2 Covered Service** is a health care service or product for which a Customer is entitled to receive coverage from a Payer, pursuant to the terms of the Customer's Benefit Plan with that Payer.
- 1.3 Customary Charge** is the fee for health care services charged by Facility that does not exceed the fee Facility would ordinarily charge another person regardless of whether the person is a Customer.
- 1.4 Customer** is a person eligible and enrolled to receive coverage from a Payer for Covered Services.
- 1.5 Facility Physician** is a Doctor of Medicine ("M.D."), or a Doctor of Osteopathy ("D.O."), duly licensed and qualified under the laws of the jurisdiction in which Covered Services are provided, who practices as a shareholder, partner, or employee of Facility, or who practices as a subcontractor of Facility. However, a subcontractor of Facility is a Facility Physician only with regard to services rendered to patients of Facility and billed under Facility's Taxpayer Identification Number. Additionally, a subcontractor is not a Facility Physician with regard to any services rendered in a location other than those listed in Appendix 1.

- 1.6 Facility Non-Physician Provider** is a surgical assistant, physician assistant, nurse practitioner, physical therapist, occupational therapist, speech therapist, mental health provider, or licensed social worker, who is duly authorized under the laws of the jurisdiction in which Covered Services are provided, and who renders Covered Services as an employee or subcontractor of Facility. However, a subcontractor of Facility is a Facility Non-Physician Provider only with regard to services rendered to patients of Facility and billed under Facility's Taxpayer Identification Number. Additionally, a subcontractor is not a Facility Non-Physician Provider with regard to any services rendered in a location other than those listed in Appendix 1.
- 1.7 Facility Professional** is a Facility Physician or a Facility Non-Physician Provider.
- 1.8 Payment Policies** are the guidelines adopted by United for calculating payment of claims to facilities (including claims of Facility under this Agreement). The Payment Policies operate in conjunction with the specific reimbursement rates and terms set forth in this Agreement. The Payment Policies may change from time to time as discussed in section 5.1 of this Agreement.
- 1.9 Payer** is an entity obligated to a Customer to provide reimbursement for Covered Services under the Customer's Benefit Plan, and authorized by United to access Facility's services under this Agreement.
- 1.10 Protocols** are the programs and administrative procedures adopted by United or a Payer to be followed by Facility in providing services and doing business with United and Payers under this Agreement. These Protocols may include, among other things, credentialing and recredentialing processes, utilization management and care management processes, quality improvement, peer review, Customer grievance, or concurrent review. The Protocols may change from time to time as discussed in section 4.4 of this Agreement.
- 1.11 United's Affiliates** are those entities controlling, controlled by, or under common control with UnitedHealthcare Insurance Company.

Article II. **Representations and Warranties**

- 2.1 Representations and warranties of Facility.** Facility, by virtue of its execution and delivery of this Agreement, represents and warrants as follows:
- i) Facility is a duly organized and validly existing legal entity in good standing under the laws of its jurisdiction of organization.
 - ii) Facility has all requisite corporate power and authority to conduct its business as presently conducted, and to execute, deliver and perform its obligations under this Agreement. The execution, delivery and performance of this Agreement by Facility have been duly and validly authorized by all action necessary under its organizational documents and applicable corporate law. This Agreement has been duly and validly executed and delivered by Facility and (assuming the due authorization, execution and delivery of this Agreement by United) constitutes a valid and binding obligation of Facility, enforceable against Facility in accordance with its terms, except as enforceability may be limited by the availability of equitable remedies or defenses and by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally.

- iii) The execution, delivery and performance of this Agreement by Facility do not and will not violate or conflict with (a) the organizational documents of Facility, (b) any material agreement or instrument to which Facility is a party or by which Facility or any material part of its property is bound, or (c) applicable law. Facility has the unqualified authority to bind, and does bind, itself and Facility Professionals to all of the terms and conditions of this Agreement, including any Appendices, Attachments and Exhibits, as applicable.
- iv) Facility has obtained and holds all registrations, permits, licenses, and other approvals and consents, and has made all filings, that it is required to obtain from or make with all governmental entities under applicable law in order to conduct its business as presently conducted and to enter into and perform its obligations under this Agreement.
- v) Facility has been given an opportunity to review the Protocols and Payment Policies. See the Additional Manuals Appendix for additional information regarding the Protocols and Payment Policies applicable to Customers enrolled in certain Benefit Plans.
- vi) Each submission of a claim by Facility pursuant to this Agreement constitutes the representation and warranty by it to United that (a) it has complied with the requirements of this Agreement with respect to the Covered Services involved and the submission of the claim, (b) the charge amount set forth on the claim is the Customary Charge and (c) the claim is a valid claim.

2.2 Representations and warranties of United. United, by virtue of its execution and delivery of this Agreement, represents and warrants as follows:

- i) United is a duly organized and validly existing legal entity in good standing under the laws of its jurisdiction of organization.
- ii) United has all requisite corporate power and authority to conduct its business as presently conducted, and to execute, deliver and perform its obligations under this Agreement. The execution, delivery and performance of this Agreement by United have been duly and validly authorized by all action necessary under its organizational documents and applicable corporate law. This Agreement has been duly and validly executed and delivered by United and (assuming the due authorization, execution and delivery of this Agreement by Facility) constitutes a valid and binding obligation of United, enforceable against United in accordance with its terms, except as enforceability may be limited by the availability of equitable remedies or defenses and by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally.
- iii) The execution, delivery and performance of this Agreement by United do not and will not violate or conflict with (a) the organizational documents of United, (b) any material agreement or instrument to which United is a party or by which United or any material part of its property is bound, or (c) applicable law.
- iv) United has obtained and holds all registrations, permits, licenses, and other approvals and consents, and has made all filings, that it is required to obtain from or make with all governmental entities under applicable law in order to conduct its business as presently conducted and to enter into and perform its obligations under this Agreement.

Article III.
Applicability of this Agreement

3.1 Facility's services.

- i) This Agreement applies to Covered Services provided at Facility's service locations set forth in Appendix 1. In the event Facility begins providing services at other service locations or under other Taxpayer Identification Number(s), those additional Taxpayer Identification Numbers, or locations will become subject to this Agreement only upon the written agreement of the parties. This subsection 3.1(i) applies to cases when Facility adds the location itself (such as through new construction or through conversion of a free-standing location to provider-based), and when Facility acquires, merges or comes under common ownership with an existing provider that was not already under contract with United or one of United's Affiliates to participate in a network of health care providers).
- ii) In the event Facility acquires or is acquired by, merges with, or otherwise becomes affiliated with another provider of health care services that is already under contract with United or one of United's Affiliates to participate in a network of health care providers, this Agreement and the other agreement will each remain in effect and will continue to apply as they did prior to the acquisition, merger or affiliation, unless otherwise agreed to in writing by all parties to the agreements. Similarly, if Facility buys assets of, or leases space from, a facility that was under contract directly with United or one of United's Affiliates to participate in a network of health care providers at the time of the asset purchase or leasing arrangement, and Facility operates a new facility at that location but does not assume the United contract held by the prior operator, the new facility will participate in United's network on the same rates and other key terms (including term and termination) as applied under the prior operator's contract.
- iii) Facility may transfer all or some of its assets to another entity, with the result that all or some of the Covered Services subject to this Agreement will be rendered by the other entity rather than by Facility, but only if Facility requests that United approve the assignment of this Agreement as it relates to those Covered Services and only if the other entity agrees to assume this Agreement. This subsection 3.1(iii) does not limit United's right under section 9.4 of this Agreement to elect whether to approve the assignment of this Agreement. This subsection 3.1(iii) applies to arrangements under which another provider leases space from Facility, or enters into a subcontract with Facility to perform facility services, after the Effective Date of this Agreement, so that Covered Services that were subject to this Agreement as of the Effective Date of this Agreement are rendered and billed instead by the other provider rather than by Facility after the lease or subcontract takes place.

3.2 Payers and Benefit Plans. United may allow Payers to access Facility's services under this Agreement for certain Benefit Plans, as described in Appendix 2. Appendix 2 may be modified by United upon 30 days written or electronic notice.

Section 8.3 of this Agreement will apply with respect to Customers enrolled in Benefit Plan type(s) that are moved from Appendix 2, section 1 to Appendix 2, section 2.

3.3 Patients who are not Customers. This Agreement does not apply to services rendered to patients who are not Customers at the time the services were rendered. Section 6.6 of this Agreement addresses circumstances in which claims for services rendered to those patients are inadvertently paid.

- 3.4 Health care.** This Agreement and Customer Benefit Plans do not dictate the health care provided by Facility or Facility Professionals, or govern Facility's or Facility Professional's determination of what care to provide its patients, even if those patients are Customers. The decision regarding what care is to be provided remains with Facility Professionals and with Customers, and not with United or any Payer.
- 3.5 Communication with Customers.** Nothing in this Agreement is intended to limit Facility's or Facility Professional's right or ability to communicate fully with a Customer regarding the Customer's health condition and treatment options. Facility and Facility Professionals are free to discuss all treatment options without regard to whether or not a given option is a Covered Service. Facility and Facility Professionals are free to discuss with a Customer any financial incentives Facility may have under this Agreement, including describing at a general level the payment methodologies contained in this Agreement.
- 3.6 Services rendered by Facility Professionals.** The following provisions of this Agreement do not apply to services rendered by Facility Professionals:
- i) if United does not credential Facility Professionals: the credentialing requirements in section 4.1; and the credentialing and recredentialing processes as set forth in the Protocols; and
 - ii) if Facility Professionals do not have hospital admitting privileges: sections 4.4(ii)(a), 4.4(ii)(b), and 4.8(ii).

Article IV.
Duties of Facility

- 4.1 Provide Covered Services.** Facility will provide Covered Services to Customers. Facility must be in compliance with section 2.1(iv) of this Agreement and, to the extent Facility is subject to credentialing by United, Facility must be credentialed by United or its delegate prior to furnishing any Covered Services to Customers under this Agreement.

Facility and Facility Physicians will participate in and cooperate with United's credentialing program. Facility Non-Physician Providers will participate in and cooperate with United's credentialing program to the extent those Facility Non-Physician Providers are subject to credentialing by United.

- 4.2 Nondiscrimination.** Facility will not discriminate against any patient, with regard to quality of service or accessibility of services, on the basis that the patient is a Customer.

Facility will not require a Customer to pay a "membership fee" or other fee in order to access Facility for Covered Services (except for co-payments, coinsurance and/or deductibles provided for under Customer's Benefit Plan) and will not discriminate against any Customer based on the failure to pay such a fee.

- 4.3 Accessibility.** Facility will provide or arrange for the provision of advice and assistance to Customers in emergency situations 24 hours a day, seven days a week.

- 4.4 Cooperation with Protocols.** Facility will cooperate with and be bound by United's and Payers' Protocols. The Protocols include but are not limited to all of the following:

- i) For non-emergency Covered Services, Facility will assist Customers to maximize their benefits by referring or directing Customers only to other providers that participate in United's network, except as authorized by United through United's process for approving out-of-network services for in-network benefits.
- ii) If the Customer's Benefit Plan requires the Customer to receive certain Covered Services from or upon referral by a primary care physician, all referral physicians must adhere to the following additional protocols when those Covered Services are provided:
 - a. Notify Customer's primary care physician of referrals to other participating or non-participating providers.
 - b. Covered Services must be provided pursuant to the terms and limitations of the referral notification issued by or on behalf of the Customer's primary care physician.
 - c. If the Facility Physician providing the Covered Services is a referral physician, the Facility Physician must also notify the Customer's primary care physician of all admissions in accordance with the required time frames.
- iii) As further described in the Protocols, Facility will provide notification and participate in utilization management programs regarding certain Covered Services, accept and return telephone calls from United staff, and respond to United requests for clinical information as required by United or Payer.

The Protocols will be made available to Facility online or upon request. Some or all Protocols also may be disseminated in the form of an administrative manual or guide or in other communications. Currently, the Protocols may be found at www.unitedhealthcareonline.com. United will notify Facility of any changes in the location of the Protocols.

United may change the Protocols from time to time. United will use reasonable commercial efforts to inform Facility at least 30 days in advance of any material changes to the Protocols. United may implement changes in the Protocols without Facility's consent if the change is applicable to all or substantially all of the facilities in United's network located in the same state as Facility. Otherwise, changes to the Protocols proposed by United to be applicable to Facility are subject to the terms of section 9.2 of this Agreement applicable to amendments.

4.5 Employees and subcontractors. Facility will assure that its employees, affiliates and any individuals or entities subcontracted by Facility to render services in connection with this Agreement adhere to the requirements of this Agreement. The use of employees, affiliates or subcontractors to render services in connection with this Agreement will not limit Facility's obligations and accountability under this Agreement with regard to these services. Facility affiliates are those entities that control, are controlled by or are under common control with Facility.

RHCs Only: Add the following to the paragraph above:

[For laboratory services, Facility must comply with the Clinical Laboratory Improvement Amendments (CLIA) for those laboratory services that are RHC services, as defined by CMS.]

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

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

TYPE OF INSURANCE	MINIMUM LIMITS
Medical malpractice and/or professional liability insurance	Three Million Dollars (\$3,000,000.00) per occurrence and Five Million Dollars (\$5,000,000.00) in aggregate, if Facility insures all Facility Professionals in a single policy. This insurance requirement will also be satisfied if the Facility insures each Facility Professional separately, and the coverage for each Facility Professional is at least One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) in aggregate.
Commercial general and/or umbrella liability insurance	One Million Dollars (\$1,000,000.00) per occurrence and aggregate.

In lieu of purchasing the insurance coverage required in this section, Facility may, with the prior written approval of United, self-insure its medical malpractice and/or professional liability, as well as its commercial general liability. Facility will maintain a separate reserve for its self-insurance. Prior to the Effective Date, Facility will provide a statement, verified by an independent auditor or actuary, that its reserve funding levels and process of funding appears adequate to meet the requirements of this section and fairly represents the financial condition of the fund. Facility will provide a similar statement during the term of this Agreement upon United’s request, which will be made no more frequently than annually. Facility will assure that its self-insurance fund will comply with applicable laws and regulations.

4.8 Notice by Facility. Facility will give notice to United within 10 days after any event that causes Facility to be out of compliance with section 4.6 or 4.7 of this Agreement, or of any change in Facility’s name, ownership, control, or Taxpayer Identification Number. This section does not apply to changes of ownership or control that result in Facility being owned or controlled by an entity with which it was already affiliated prior to the change.

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

- i) any suspension, revocation, condition, limitation, qualification or other material restriction on a Facility Professional’s licenses, certifications and permits by any government agency under which a Facility Professional is authorized to provide health care services;
- ii) any suspension, revocation, condition, limitation, qualification or other material restriction of a Facility Physician's staff privileges at any licensed hospital, nursing home

or other facility at which a Facility Physician has staff privileges during the term of this Agreement;

- iii) indictment, arrest or conviction of a Facility Professional for a felony, or for any criminal charge related to the practice of the Facility Professional's profession;
- iv) the departure of any Facility Professional from Facility; or
- v) any changes to the information contained in Appendix 1.

4.9 Customer consent to release of medical record information. Facility will obtain any Customer consent required in order to authorize Facility to provide access to requested information or records as contemplated in section 4.10 of this Agreement, including copies of the Facility's medical records relating to the care provided to Customer.

4.10 Maintenance of and access to records. Facility will maintain reasonable medical, financial and administrative records related to Covered Services rendered by Facility under this Agreement, including claims records, for at least 6 years following the end of the calendar year during which the Covered Services are provided, unless a longer retention period is required by applicable law.

Facility will provide access to these records as follows:

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

Facility will cooperate with United on a timely basis in connection with any such audit including, among other things, in the scheduling of and participation in an audit exit interview within 30 days of United's request.

If such information and records are requested by United, Facility will provide copies of the records free of charge.

4.11 Access to data. Facility represents that in conducting its operations, it collects and reviews certain quality data relating to care rendered by Facility that is reported in a manner which has been validated by a third party as having a clear, evidence-based link to quality or safety (e.g., AHRQ standards) or which has been created by employer coalitions as proxies for quality (e.g., Leapfrog standards).

United recognizes that Facility has the sole discretion to select the metrics which it will track from time to time and that Facility's primary goal in so tracking is to advance the quality of patient care. If the information that Facility chooses to report on is available in the public domain in a format that includes all data elements required by United, United will obtain quality

information directly from the source to which Facility reported. If the Facility does not report metrics in the public domain, on a quarterly basis, Facility will share these metrics with United as tracked against a database of all commercial patients (including patients who are not United customers). United may publish this data to entities to which United renders services or seeks to render services, and to Customers.

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

4.13 Electronic connectivity. When made available by United, Facility will do business with United electronically. Facility will use www.unitedhealthcareonline.com to check eligibility status, claims status, and submit requests for claims adjustment for products supported by UnitedHealthcare Online® or other online resources as supported for additional products. Facility will use www.unitedhealthcareonline.com for additional functionalities (for instance, notification of admission) after United informs Facility that these functionalities have become available for the applicable Customer.

4.14 New Facility Professionals. This section 4.14 applies when United credentials the Facility Professionals individually.

Facility will notify United at least 30 days before a physician or practitioner becomes a Facility Professional. In the event that the Facility's agreement with the new Facility Professional provides for a starting date that would make it impossible for Facility to provide 30 days advance notice to United, then Facility will give notice to United within five business days after reaching agreement with the new Facility Professional. In either case, the new Facility Professional will submit and complete a credentialing application to United within 30 days of the new Facility Professional's agreement to join Facility, unless the new Facility Physician already has been credentialed by United and is already a participant in United's network.

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

- i) material breach of this Agreement that is not cured by Facility Professional within 30 days after United provided notice to Facility of the breach;
- ii) the suspension, revocation, condition, limitation, qualification or other material restriction on a Facility Professional's licenses, certifications and permits by any government agency under which the Facility Professional is authorized to provide health care services;
- iii) the suspension, revocation, condition, limitation, qualification or other material restriction of a Facility Professional's staff privileges at any licensed hospital, nursing home or other facility at which the Facility Professional has staff privileges during the term of this Agreement;
- iv) an indictment, arrest or conviction for a felony, or for any criminal charge related to the practice of Facility Professional's profession;
- v) a sanction imposed by any governmental agency or authority, including Medicare or Medicaid; or
- vi) pursuant to United's Credentialing Plan.

United will notify Facility of the Facility Professional's termination according to the notice provision set forth in section 9.8 of this Agreement.

- 4.16 Covered Services by Facility Professionals who are not Participating Providers.** Facility will staff its service locations so that Covered Services can appropriately be rendered to Customers by Facility Professionals who participate in United's network. A Facility Professional who does not participate in United's network will not render Covered Services to a Customer.

In the event Covered Services are rendered by a Facility Professional who does not participate in United's network, Facility and the Facility Professional will not submit a claim or other request for payment to United or Payer, and will not seek or accept payment from the Customer.

Article V.
Duties of United and Payers

- 5.1 Payment of claims.** As described in further detail in Article VI of this Agreement, Payers will pay Facility for rendering Covered Services to Customers. United will make its Payment Policies available to Facility online or upon request. United may change its Payment Policies from time to time. United's Payment Policies will be broadly applicable rather than targeted specifically to Facility.
- 5.2 Liability insurance.** United will procure and maintain professional and general liability insurance, as United reasonably determines may be necessary, to protect United and United's employees against claims, liabilities, damages or judgments that arise out of services provided by United or United's employees under this Agreement.
- 5.3 Licensure.** United will maintain, without material restriction, such licensure, registration, and permits as are necessary to enable United to lawfully perform this Agreement.
- 5.4 Notice by United.** United will give written notice to Facility within 10 days after any event that causes United to be out of compliance with section 5.2 or 5.3 of this Agreement, or of any change in United's name, ownership, control, or Taxpayer Identification Number. This section does not apply to changes of ownership or control that result in United being owned or controlled by an entity with which it was already affiliated prior to the change.
- 5.5 Compliance with law.** United will comply with applicable regulatory requirements, including but not limited to those relating to confidentiality of Customer medical information and those relating to prompt payment of claims, to the extent those requirements are applicable.
- 5.6 Electronic connectivity.** United will do business with Facility electronically by providing eligibility status, claims status, and accepting requests for claim adjustments, for those Benefit Plans supported by www.unitedhealthcareonline.com. United will communicate enhancements in www.unitedhealthcareonline.com functionality as they become available, as described in section 4.13 of this Agreement, and will make information available as to which Benefit Plans are supported by www.unitedhealthcareonline.com.
- 5.7 Employees and subcontractors.** United will assure that its employees, affiliates and any individuals or entities subcontracted by United to render services in connection with this Agreement adhere to the requirements of this Agreement. The use of employees, affiliates or subcontractors to render services in connection with this Agreement will not limit United's obligations and accountability under this Agreement with regard to those services.

Article VI.
Submission, Processing, and Payment of Claims

- 6.1 Form and content of claims.** Facility must submit claims for Covered Services in a manner and format prescribed by United, as further described in the Protocols. Unless otherwise directed by United, Facility will submit claims using current UB04 or CMS 1500, as applicable, or successor forms for paper claims and HIPAA standard professional or institutional claim formats for electronic claims, as applicable, with current, correct and applicable coding including, but not limited to, ICD-9-CM, CPT, Revenue and HCPCS coding or any of their successors.
- 6.2 Electronic filing of claims.** Within six months after the Effective Date of this Agreement, Facility will use electronic submission for all of its claims under this Agreement that United is able to accept electronically.
- 6.3 Time to file claims.** Unless a longer timeframe is required under applicable law, all information necessary to process a claim must be received by United no more than 90 days from the date Covered Services are rendered. If Payer is not the primary payer, and Facility is pursuing payment from the primary payer, the timely filing limit will begin on the date Facility receives the claim response from the primary payer.

In the event United requests additional information in order to process a claim, Facility will provide that additional information within 45 days of United's request.

- 6.4 Payment of claims.** Payer will pay claims for Covered Services according to the lesser of Facility's Customary Charge or the amount specified in the applicable Payment Appendix to this Agreement, and in accordance with Payment Policies.

Claims for Covered Services subject to coordination of benefits will be paid in accordance with the Customer's Benefit Plan and applicable state and federal law.

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

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

United routinely updates its fee schedule in response to additions, deletions, and changes to CPT codes by the American Medical Association, price changes for immunizations and injectable medications, and in response to similar changes (additions and revisions) to other service coding and reporting conventions that are widely used in the health care industry, such as those maintained by the Centers for Medicare and Medicaid Services (for example HCPCS, etc.).

Ordinarily, United's fee schedule is updated using similar methodologies for similar services. United will not generally attempt to communicate routine maintenance of this nature and will generally implement updates within 90 days from the date of publication.

- 6.5 Denial of claims for not following Protocols, for not filing timely, for Services not Covered under the Customer's Benefit Plan, or for lack of medical necessity.**
- i) **Non-compliance with Protocol.** Payment may be denied in whole or in part if Facility does not comply with a Protocol or does not file a timely claim as required under section 6.3 of this Agreement.

In the event payment is denied under this subsection 6.5(i) for Facility's failure to file a timely claim or to comply with a Protocol regarding notification or regarding lack of coverage approval on file, Facility may request reconsideration of the denial, and the denial under this subsection (i) will be reversed if Facility can show that, at the time the Protocols required notification or prior authorization, or at the time the claim was due:

- Facility did not know and was unable to reasonably determine that the patient was a Customer, and
- Facility took reasonable steps to learn that the patient was a Customer, and
- Facility promptly submitted a claim after learning the patient was a Customer.

A claim denied under this subsection (i) is also subject to denial for other reasons permitted under the Agreement; reversal of a denial under this subsection (i) does not preclude United from upholding a denial for one of these other reasons.

- ii) **Non-Covered Services.** Services not covered under the applicable Benefit Plan are not subject to the rates or discounts of this Agreement. Facility may seek and collect payment from a Customer for such services (provided that Facility obtained the Customer's written consent).
- iii) **Denials for lack of medical necessity through the prior authorization process.** If a service would otherwise be a Covered Service, but is not a Covered Service under the applicable Benefit Plan because it is determined through the prior authorization process to not meet the Benefit Plan's requirement of medical necessity, as defined in the Benefit Plan or applicable law (or not meet a similar concept in the Benefit Plan, such as not being consistent with nationally recognized scientific evidence as available, or not being consistent with prevailing medical standards and clinical guidelines), Facility may seek or collect payment from the Customer but only if, prior to receiving the service, the Customer had knowledge of the determination of non-coverage and specifically agreed in writing to be responsible for payment of those charges.

6.6 Retroactive correction of information regarding whether patient is a Customer. Prior to rendering services, Facility will ask the patient to present his or her Customer identification card. In addition, Facility may contact United to obtain the most current information available to United on the patient's status as a Customer.

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

If Facility provides health care services to an individual, and it is determined that the individual was not a Customer at the time the health care services were provided, those services will not be eligible for payment under this Agreement and any claims payments made with regard to those services may be recovered as overpayments under the process described in section 6.10 of this Agreement. Facility may then directly bill the individual, or other responsible party, for those services.

6.7 Payment under this Agreement is payment in full. Payment as provided under section 6.4 of this Agreement, together with any co-payment, deductible or coinsurance for which the Customer is responsible under the Benefit Plan, is payment in full for a Covered Service. Facility will not seek to recover, and will not accept, any payment from Customer, United, Payer or anyone acting in their behalf, in excess of payment in full as provided in this section 6.7, regardless of whether that amount is less than Facility's billed charge or Customary Charge.

6.8 Customer hold harmless. Facility will not bill or collect payment from the Customer, or seek to impose a lien, for the difference between the amount paid under this Agreement and Facility's billed charge or Customary Charge, or for any amounts denied or not paid under this Agreement due to:

- i) Facility's failure to comply with the Protocols,
- ii) Facility's failure to file a timely claim,
- iii) Payer's Payment Policies,
- iv) inaccurate or incorrect claim processing,
- v) insolvency or other failure by Payer to maintain its obligation to fund claims payments, if Payer is United, or is an entity required by applicable law to assure that its Customers not be billed in these circumstances, or
- vi) a denial based on lack of medical necessity or based on consistency with nationally recognized scientific evidence as available, and prevailing medical standards and clinical guidelines, except as provided in section 6.5 of this Agreement.

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

In the event of a default by a Payer other than those Payers covered by clause (v) of this section 6.8, Facility may seek payment directly from the Payer or from Customers covered by that Payer. However, Facility may do so only if it first inquires in writing to United as to whether the Payer has defaulted and, in the event that United confirms that Payer has defaulted (which confirmation will not be unreasonably withheld), Facility then gives United 15 days prior written notice of Facility's intent to seek payment from Payer or Customers. For purposes of this paragraph, a default is a systematic failure by a Payer to fund claims payments related to Customers covered through that Payer; a default does not occur in the case of a dispute as to whether certain claims should be paid or the amounts that should be paid for certain claims.

This section 6.8 and section 6.7 will survive the termination of this Agreement, with regard to Covered Services rendered prior to when the termination takes effect.

6.9 Consequences for failure to adhere to Customer protection requirements. If Facility collects payment from, brings a collection action against, or asserts a lien against a Customer for Covered Services rendered (other than for the applicable co-payment, deductible or coinsurance), contrary to section 6.7 or 6.8 of this Agreement, Facility will be in breach of this Agreement. This section 6.9 will apply regardless of whether Customer or anyone purporting to act on Customer's behalf has executed a waiver or other document of any kind purporting to allow Facility to collect such payment from Customer.

In the event of such a breach, Payer may deduct, from any amounts otherwise due Facility, the amount wrongfully collected from Customers, and may also deduct an amount equal to any costs or expenses incurred by the Customer, United or Payer in defending the Customer and otherwise

enforcing sections 6.7 through 6.9 of this Agreement. Any amounts deducted by Payer in accordance with this provision will be used to reimburse the Customer and to satisfy any costs incurred. The remedy contained in this paragraph does not preclude United from invoking any other remedy for breach that may be available under this Agreement.

- 6.10 Correction of claims payments.** If Facility does not seek correction of a given claim payment or denial by giving notice to United within 12 months after the claim was initially processed, it will have waived any right to subsequently seek such correction under this section 6.10, or through dispute resolution under Article VII of this Agreement or in any other forum.

Facility will repay overpayments within 30 days of written or electronic notice of the overpayment. Facility will promptly report any credit balance that it maintains with regard to any claim overpayment under this Agreement, and will return the overpayment to United within 30 days after posting it as a credit balance.

Recovery of overpayments may be accomplished by offsets against future payments.

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

In the event that Facility's failure to give timely notice under section 4.15 (iv) of this Agreement resulted in claims payments being made incorrectly to Facility, Facility shall promptly call the situation to United's attention and return such payments to United. In the event Facility fails to do so, United may hold Facility liable for any attorneys' fees, costs, or administrative expenses incurred by United as a result.

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

Article VII. **Dispute Resolution**

The parties will work together in good faith to resolve any and all disputes between them ("Disputes") including but not limited to all questions of arbitrability, the existence, validity, scope or termination of this Agreement or any term thereof.

If the parties are unable to resolve any such Dispute within 60 days following the date one party sent written notice of the Dispute to the other party, and if either party wishes to pursue the Dispute, it may do so by submitting the Dispute to binding arbitration conducted by the American Arbitration Association ("AAA") in accordance with the Commercial Dispute Procedures of the AAA, as amended by the AAA Supplementary Healthcare Payer Provider Arbitration Rules, and as they may be further amended from time to time (see <http://www.adr.org>), except that, in any case, a panel of three arbitrators will be used. Unless otherwise agreed to in writing by the parties, if the party wishing to pursue the Dispute does not initiate the arbitration within one year after the date on which notice of the Dispute was given, it will have waived its right to pursue the Dispute in any forum.

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

The parties expressly intend that any arbitration be conducted on an individual basis, so that no third parties may be consolidated or joined or allowed to proceed with a class arbitration. The parties agree that any arbitration ruling allowing class arbitration, or requiring consolidated arbitration involving any third party(ies), would require immediate judicial review. Notwithstanding anything in this Agreement to the contrary, this paragraph may not be severed from Article VII of the Agreement under any circumstances, including but not limited to unlawfulness, invalidity or unenforceability.

If the Dispute pertains to a matter which is generally administered by certain United procedures, such as a credentialing or quality improvement plan, the policies and procedures set forth in that plan must be fully exhausted by Facility before Facility may invoke any right to arbitration under this Article VII.

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

In the event any court determines that this arbitration procedure is not binding or otherwise allows litigation involving a Dispute to proceed, the parties hereby waive any and all right to trial by jury in, or with respect to, the litigation. The litigation would instead proceed with the judge as the finder of fact.

In the event a party wishes to terminate this Agreement based on an assertion of uncured material breach, and the other party disputes whether grounds for the termination exist, the matter will be resolved through arbitration under this Article VII. While the arbitration remains pending, the termination for breach will not take effect.

This Article VII will survive any termination of this Agreement.

Article VIII. **Term and Termination**

8.1 Term. This Agreement will take effect on the Effective Date. This Agreement has an initial term of three years and renew automatically for renewal terms of one year, until terminated pursuant to section 8.2 of this Agreement.

8.2 Termination. This Agreement may be terminated under any of the following circumstances:

- i) by mutual written agreement of the parties;
- ii) by either party, upon 120 days written notice, effective at the end of the initial term or at the end of any renewal term;
- ii) by either party upon 60 days prior written notice in the event of a material breach of this Agreement by the other party; the notice must include a specific description of the alleged material breach; however, the termination will not take effect if the breach is cured within 60 days after notice of the termination; moreover, termination may be deferred as further described in Article VII of this Agreement;

- iii) by either party upon 10 days prior written notice in the event the other party loses licensure or other governmental authorization necessary to perform this Agreement, or fails to have insurance as required under section 4.7 or section 5.2 of this Agreement;
- iv) by United upon 10 days prior written notice in the event Facility loses accreditation; or
- v) by United, upon 90 days prior written notice, in the event:
 - a) Facility loses approval for participation under United’s credentialing plan, or
 - b) Facility does not successfully complete the United’s re-credentialing process as required by the credentialing plan.

8.3 Ongoing Services to certain Customers after termination takes effect. In the event a Customer is receiving any of the Covered Services listed below, as of the date the termination of this Agreement takes effect, Facility will continue to render those Covered Services to that Customer, and this Agreement will continue to apply to those Covered Services, after the termination takes effect, for the length of time indicated below:

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

Article IX.
Miscellaneous Provisions

- 9.1 Entire Agreement.** In order for this Agreement to be binding, a hard copy must be signed by both parties. This Agreement is the entire agreement between the parties with regard to its subject matter, and supersedes any prior written or unwritten agreements between the parties or their affiliates with regard to the same subject matter.
- 9.2 Amendment.** This Agreement may only be amended in a writing signed by both parties, except that this Agreement may be unilaterally amended by United upon written notice to Facility in order to comply with applicable regulatory requirements. United will provide at least 30 days notice of any such regulatory amendment, unless a shorter notice is necessary in order to accomplish regulatory compliance.
- 9.3 Nonwaiver.** The waiver by either party of any breach of any provision of this Agreement is not a waiver of any subsequent breach of the same or any other provision.
- 9.4 Assignment.** This Agreement may not be assigned by either party without the written consent of the other party, except that this Agreement may be assigned by United to any of United's Affiliates.

Additionally, if United transfers to a third party all of its business described in a given line item in Appendix 2, section 1, United may assign this Agreement, only as it relates to that transferred business, to that third party. Such an assignment will not impact the relationship of the parties under this Agreement with regard to the remainder of United's business.

- 9.5 Relationship of the parties.** The sole relationship between the parties to this Agreement is that of independent contractors. This Agreement does not create a joint venture, partnership, agency, employment or other relationship between the parties.
- 9.6 No third-party beneficiaries.** United and Facility are the only entities with rights and remedies under this Agreement.
- 9.7 Calendar days.** Unless this Agreement specifically provides otherwise, all references in this Agreement to a period of days refers to calendar days.
- 9.8 Notice procedures.** Any notice required to be given under this Agreement must be in writing, except in cases in which this Agreement specifically permits electronic notice, or as otherwise permitted or required in the Protocols. Acceptable forms of written notice include facsimile, first class mail, certified mail, or overnight delivery by a national, recognized delivery service. All notices of termination of this Agreement by either party must be sent by certified mail, return receipt requested, addressed to the appropriate party at the address set forth on the signature portion of this Agreement. Each party will provide the other with proper addresses, facsimile numbers and electronic mail addresses.
- 9.9 Confidentiality.** Neither party may disclose to a Customer, other health care providers, or other third parties any of the following information (except as required by an agency of the government):
- i) any proprietary business information, not available to the general public, obtained by the party from the other party;

- ii) the specific reimbursement amounts provided for under this Agreement, except by either party for purposes of administration of benefits or to inform Customers and/or referring providers about the cost of a particular Covered Service or set of Covered Services; or
- iii) any customer list of the other party regardless of how such customer list was generated.

This section 9.9 does not preclude the disclosure of information by United to a third party as part of the process by which a Payer is considering whether to purchase services from United.

At least 48 hours before either party issues a press release, advertisement, or other media statement about the business relationship between the parties, that party will give the other party a copy of the material the party intends to issue.

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

9.11 Regulatory appendices. One or more regulatory appendix may be attached to this Agreement, setting forth additional provisions included in this Agreement in order to satisfy regulatory requirements under applicable law. These regulatory appendices, and any attachments to them, are expressly incorporated into this Agreement and are binding on the parties to this Agreement. In the event of any inconsistent or contrary language between a regulatory appendix and any other part of this Agreement, including but not limited to appendices, amendments and exhibits, the regulatory appendix will control, to the extent it is applicable.

9.12 Severability. Except as otherwise set forth in this Agreement, any provision of this Agreement that is unlawful, invalid or unenforceable in any situation in any jurisdiction will not affect the validity or enforceability of the remaining provisions of this Agreement or the lawfulness, validity or enforceability of the offending provision in any other situation or jurisdiction.

9.13 Survival. Notwithstanding the termination of this Agreement, this Agreement will continue to apply to Covered Services rendered while this Agreement was in effect. Additionally, section 9.9 of this Agreement, (except for the last paragraph) will survive the termination of this Agreement.

[Name of Facility], as signed by its authorized representative:		<i>Address to be used for giving notice to Facility under this Agreement:</i>	
Signature	_____	Street	_____
Print Name	_____	City	_____
Title	_____	State	Zip Code _____
Date	_____	E-mail	_____
UnitedHealthcare Insurance Company, on behalf of itself, UnitedHealthcare of Arkansas, Inc. and its other affiliates, as signed by its authorized representative:			
Signature	_____ Title: _____		
Print Name	_____ Date: _____		
	<i>[Address to be used for giving notice to United under this Agreement]</i> Street _____ City _____ State _____ Zip Code _____		

Attachments as of the Effective Date:

- ___ Appendix 1: Facility Practice Locations
- ___ Appendix 2: Benefit Plan Descriptions
- ___ Facility Professional Roster
- ___ Additional Manuals Appendix

Payment Appendices:

- ___ All Payer Appendix(ices)
- ___ [Options PPO Payment Appendix]
- ___ [Medicare Advantage Payment Appendix]
- ___ [Medicaid and/or CHIP Payment Appendix(ices)]

Other:

Regulatory Appendices:

- ___ State Regulatory Requirements Appendix (list all states as applicable)

- ___ Medicare Advantage Regulatory Requirements Appendix
- ___ Medicaid and/or CHIP Regulatory Requirements Appendix(ices)

Other:

- ___ [Exhibit 1 United Affiliates Licensed as an Insurance Company or HMO]

**Appendix 1
Facility Practice Locations**

Facility attests that this Appendix identifies all services and locations covered under this Agreement

IMPORTANT NOTE: Facility acknowledges its obligation under Section 4.8 to promptly report any change in Facility’s name or Taxpayer Identification Number. Failure to do so may result in denial of claims or incorrect payment.

BILLING ADDRESS

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

Practice Name _____
 Street Address _____
 City _____ State _____ Zip _____
 Tax ID Number (TIN) _____
 National Provider ID [NPI] _____

PRACTICE LOCATIONS (complete one for each service location)

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



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

Facility Professional Roster

IMPORTANT NOTE: Facility acknowledges its obligation to notify United of any change in Facility Professionals in accordance with Article IV and Section 4.8. Failure to do so may result in denial of claims or incorrect payment.

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

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

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

Appendix 2 Benefit Plan Descriptions

Section 1. United may allow Payers to access Facility's services under this Agreement for the Benefit Plan types described in each line item below, unless otherwise specified in section 2 of this Appendix 2:

- Benefit Plans where Customers are offered a network of participating providers and must select a primary physician, who in some cases must approve any care provided by other health care providers. Such Benefit Plans may or may not include an out-of-network benefit.
- Benefit Plans where Customers are offered a network of participating providers but are not required to select a primary physician. Such Benefit Plans may or may not include an out-of-network benefit.
- [Benefit Plans where Customers are not offered a network of participating providers from which they may receive Covered Services.]
- [UnitedHealthcare Medicare Solutions Medicare Advantage Benefit Plans.]

Section 2. Notwithstanding the above section 1 of this Appendix, this Agreement will not apply to the Benefit Plan types described in the following line items:

- [Benefit Plans where Customers are not offered a network of participating providers from which they may receive Covered Services.]
- [UnitedHealthcare Medicare Solutions Medicare Advantage Benefit Plans.]
- Medicare Advantage Benefit Plans that are not UnitedHealthcare Medicare Solutions Medicare Advantage Benefit Plans. Note: Presently, UnitedHealthcare Medicare Solutions are the only UnitedHealthcare Medicare Advantage Benefit Plans available in Arkansas.
- Medicaid Benefit Plans.
- CHIP Benefit Plans.
- Benefit Plans for Medicare Select.
- Medicare Advantage Private Fee-For-Service Benefit Plans and Medicare Advantage Medical Savings Account Benefit Plans.
- Other Governmental Benefit Plans.
- TRICARE Benefit Plans.
- Benefit Plans for workers' compensation benefit programs.
- [UnitedHealthcare Navigate Benefit Plans; as used here, "UnitedHealthcare Navigate Benefit Plans" means Benefit Plans for which the Customer selects or is assigned a primary care physician to manage the Customer's health care needs and referrals to network specialists, and

that are marketed under one of the following names: (a) UnitedHealthcare Navigate; (b) UnitedHealthcare Navigate Balanced; (c) UnitedHealthcare Navigate Plus; or (d) another name United may develop in the future that also includes the word "Navigate." In the event United discontinues using the brand name "Navigate" for this portfolio of Benefit Plans at some time in the future and adopts a different name for these Benefit Plans, this definition will continue to apply to Benefit Plans marketed under that new name in the same way as it previously did to Benefit Plans marketed under names that included the word "Navigate".]

- [Benefit Plans marketed under the name UnitedHealthcare Core. References to "UnitedHealthcare Core" also apply to any brand name adopted by United in the future to supplement and/or replace "UnitedHealthcare Core."]

Note: Excluding certain Benefit Plans or programs from this Agreement does not preclude the parties or their affiliates from having or entering into a separate agreement providing for Facility's participation in a network for such Benefit Plans or Programs.

Section 3. Definitions:

Note: United may adopt a different name for a particular Benefit Plan, and/or may modify information referenced in the definitions below regarding Customer identification cards. If that happens, section 1 or section 2 of this Appendix will continue to apply to those Benefit Plans as it did previously, and United will provide Facility with the updated information. Additionally, United may revise the definitions in this section 3 to reflect changes in the names or roles of United's business units, provided that doing so does not change Facility's participation status in Benefit Plans impacted by that change, and further provided that United provides Facility with the updated information.

MEDICARE:

- **Medicare Advantage Benefit Plans** means Benefit Plans sponsored, issued or administered by a Medicare Advantage organization as part of:
 - (i) the Medicare Advantage program under Title XVIII, Part C of the Social Security Act, or
 - (ii) the Medicare Advantage program together with the Prescription Drug program under Title XVIII, Part C and Part D, respectively, of the Social Security Act,as those program names may change from time to time.
- **UnitedHealthcare Medicare Solutions Medicare Advantage Benefit Plans** means Medicare Advantage Benefit Plans subject to the Protocols of the UnitedHealthcare Medicare Solutions business unit. Those Benefit Plans can be identified through a reference to "UHC" (or in certain parts of the country, through a reference to "OXH" or "West") on the back of the valid identification card of any Customer eligible for and enrolled in those Benefit Plans.

MEDICAID, CHIP AND OTHER STATE PROGRAMS:

- **Medicaid Benefit Plans** means Benefit Plans that offer coverage to beneficiaries of a program that is authorized by Title XIX of the federal Social Security Act, and jointly financed by the federal and state governments and administered by the state.
- **Children's Health Insurance Program ("CHIP") Benefit Plans** are Benefit Plans under the program authorized by Title XXI of the federal Social Security Act that is jointly financed by the federal and state governments and administered by the state.

- **Other Governmental Benefit Plans** are Benefit Plans that are funded wholly or substantially by a state or district government or a subdivision of a state (such as a city or county), but do not include Benefit Plans for:
 - (i) employees of a state government or a subdivision of a state and their dependents;
 - (ii) students at a public university, college or school;
 - (iii) employer-based coverage of private sector employees, even if the employer receives a government subsidy to help fund the coverage;
 - (iv) Medicaid beneficiaries; and
 - (v) Children's Health Insurance Program (CHIP) beneficiaries.

Additional Manuals Appendix

For some of the Benefit Plans for which Facility may provide Covered Services under this Agreement, Facility is subject to additional requirements of one or more additional provider manuals (“Additional Manuals”). When this Agreement refers to Protocols or Payment Policies, it is also referring to the Additional Manuals. An Additional Manual may be a separate document or it may be a supplement to the UnitedHealthcare Physician, Health Care Professional, Facility and Ancillary Provider Administrative Guide (“UnitedHealthcare Administrative Guide”).

For Benefit Plans subject to an Additional Manual, the Additional Manual controls if it conflicts with any of the following: (1) a provision of this Agreement or of the UnitedHealthcare Administrative Guide; or (2) a United Protocol or Payment Policy. However, the Additional Manual does not control where it conflicts with applicable statutes or regulations.

The Additional Manuals will be made available to Facility on a designated website and upon request. The names of the Additional Manuals, the websites to view and download them, and the Benefit Plans to which they apply, are listed in Table 1 below. United may change the location of a website or the Customer identification card identifier used to identify Customers subject to a given Additional Manual; if United does so, United will inform Facility.

United may make changes to the Additional Manuals subject to this Appendix in accordance with the provisions of this Agreement relating to Protocol and Payment Policy changes.

Table 1 .

Benefit Plan(s)	Description of Applicable Additional Manual	Website
[No Additional Manuals Apply]		
<p>[Certain Benefit Plans issued or administered by the following entities (collectively referred to as “River Valley Entities”): UnitedHealthcare Services Company of the River Valley, Inc.; UnitedHealthcare Plan of the River Valley, Inc.; and UnitedHealthcare Insurance Company of the River Valley.</p> <p>“uhcrivervalley.com” is referenced on the identification card for Customers eligible for and enrolled in those Benefit Plans.</p> <p>The Additional Manual does not apply to Medicare Advantage, Medicaid, or CHIP Benefit Plans issued or administered by River Valley Entities.</p>	<p>The River Valley Entities Supplement to the UnitedHealthcare Administrative Guide</p>	<p>www.UnitedHealthcareOnline.com</p>

SERFF Tracking Number: UHLC-128525398 State: Arkansas
 Filing Company: UnitedHealthcare of Arkansas, Inc. State Tracking Number:
 Company Tracking Number: UHC/FQHC.RHC.6.12.AR
 TOI: HOrg02G Group Health Organizations - Health Sub-TOI: HOrg02G.002C Any Size Group - HMO
 Maintenance (HMO)
 Product Name: UHC/FQHC.RHC.6.12.AR
 Project Name/Number: UHC/FQHC.RHC.6.12.AR/UHC/FQHC.RHC.6.12.AR

Supporting Document Schedules

		Item Status:	Status Date:
Bypassed - Item:	Flesch Certification	Approved-Closed	06/28/2012
Bypass Reason:	Flesch score -50.4		
Comments:			

		Item Status:	Status Date:
Bypassed - Item:	Application	Approved-Closed	06/28/2012
Bypass Reason:	Not Applicable. No Rates associated with the filing.		
Comments:			

		Item Status:	Status Date:
Bypassed - Item:	Health - Actuarial Justification	Approved-Closed	06/28/2012
Bypass Reason:	Not Applicable. No Rates associated with the filing.		
Comments:			

		Item Status:	Status Date:
Bypassed - Item:	PPACA Uniform Compliance Summary	Approved-Closed	06/28/2012
Bypass Reason:	Not Applicable. No Rates associated with the filing.		
Comments:			