Facility Participation Agreement

This Agreement is entered into by and between United HealthCare Insurance Company, contracting on behalf of itself, 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) _____, 200_ or

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

[The parties recognize that in the event this Agreement has not been executed timely in relationship to the effective date, no interest or penalty otherwise required under applicable law will be due on any claim which requires reprocessing as a result of the untimely execution.]

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 such services, under the terms and conditions set forth in this Agreement.

The parties therefore enter into this Agreement.

Article I.

Definitions

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

1.1 **"Benefit Plan"** means a certificate of coverage, summary plan description, or other document or agreement, whether delivered in paper, electronic, or other format, under which a Payer is obligated to provide coverage of Covered Services for a Customer.

1.2 **"Covered Service"** is a health care service or product for which a Customer is entitled to receive coverage from a Payer, pursuant to the terms of the Customer's Benefit Plan with that Payer.

1.3 **"Customary Charge"** is the fee for health care services charged by 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 **"Payment Policies"** are the guidelines adopted by United outside of this Agreement for calculating payment of claims to facilities (including claims of Facility under this Agreement). The Payment Policies may change from time to time as discussed in section 5.1 of this Agreement.

1.6 **"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.

1.7 **"Protocols"** are the programs, protocols 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, concurrent review, or other similar United or Payer programs. The Protocols may change from time to time as discussed in section 4.4 of this Agreement.

1.8 **"United's Affiliates"** are those entities controlling, controlled by, or under common control with United HealthCare 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:

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

b) 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 such 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.

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

d) 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.

e) Facility has been given an opportunity to review the Protocols and Payment Policies and acknowledges that it is bound by the Protocols and that claims under this Agreement will be paid in accordance with the Payment Policies.

f) Each submission of a claim by Facility pursuant to this Agreement shall be deemed to constitute the representation and warranty by it to United that (i) the representations and warranties of it set forth in this section 2.1 and elsewhere in this Agreement are true and correct as of the date the claim is submitted, (ii) it has complied with the requirements of this Agreement with respect to the Covered Services involved and the submission of such claim, (iii) the charge amount set forth on the claim is the Customary Charge and (iv) the claim is a valid claim.

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

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

b) United has all requisite corporate power and authority to conduct its business as presently conducted, and to execute, deliver and perform its obligations under this Agreement. The execution, delivery and performance of this Agreement by United have been duly and validly authorized by all action necessary under its organizational documents and applicable corporate law. 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 such 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.

c) The execution, delivery and performance of this Agreement by United do not and will not violate or conflict with (i) the organizational documents of United, (ii) any material agreement or instrument to which United is a party or by which United or any material part of its property is bound, or (iii) applicable law.

d) United has obtained and holds all registrations, permits, licenses, and other approvals and consents, and has made all filings, that it is required to obtain from or make with all governmental entities under applicable law in order to conduct its business as presently conducted and to enter into and perform its obligations under this Agreement.

Article III.

Applicability of this Agreement

3.1 Facility's Services. 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 locations, new types of facilities, or under other tax identification number(s), (either by operating such locations itself, or by acquiring, merging or affiliating 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), such additional tax identification numbers, new types of facilities, or locations, will become subject to this Agreement only upon the written agreement of the parties. For purposes of this Section 3.1, types of facilities shall include *(inpatient hospital, hospital emergency room, outpatient hospital, physician office, ambulatory surgery centers, skilled nursing facilities, durable medical equipment, home health, home infusion, dialysis, specialty pharmacy, etc)*

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, the payment rates set forth in the applicable Payment Appendix to this Agreement shall remain in effect for each of Facility's locations specified in this Agreement and the payment rates for the acquired provider shall be the lesser of (1) the rates set forth in the other agreement, or (2) the rates set forth in the applicable Payment Appendix to this Agreement.

Facility will not transfer all or some of its assets to any other entity during the term of this Agreement, 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, without the express written agreement of United.

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

3.3 Services not covered under a Benefit Plan. This Agreement does not apply to services not covered under the applicable Benefit Plan. Facility may seek and collect payment from a Customer for such services, provided that the Facility first obtain the Customer's written consent. This section does not authorize Facility to bill or collect from Customers for Covered Services for which claims are denied or otherwise not paid. That issue is addressed in sections 6.5 and 6.8 of this Agreement.

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

3.5 Health Care. Facility acknowledges that this Agreement and Customer Benefit Plans do not dictate the health care provided by Facility, or govern a physician's or hospital'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 a hospital and with Customers and their physicians, and not with United or any Payer.

3.6 Communication with Customers. Nothing in this Agreement is intended to limit Facility's right or ability to communicate fully with a Customer and the Customer's physician regarding the Customer's health condition and treatment options. Facility is free to discuss all treatment options without regard to whether or not a given option is a Covered Service. Facility is 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.

3.7 Services Rendered by a Facility that is a provider of emergency transport and other related health care services. The following provisions of this Agreement do not apply to services rendered by a Facility that is a provider of emergency transport and other related health care services when taking Customer to the nearest emergency facility in an emergent situation in order for Customer to be stabilized and to receive screening examinations:

i) the requirement in section 3.3 that Facility first obtain the Customer's written consent in order to seek and collect payment from a Customer for non-covered services (however, Facility shall obtain the Customer's consent as soon as it is reasonable to do so consistent with Facility's legal obligations regarding the provision of emergency

transport and other related health care services when taking Customer to the nearest emergency facility in an emergent situation in order for Customer to be stabilized and to receive screening examinations and then, only if the consent is not obtained by the admissions personnel of the emergency facility to which the Customer is brought);

ii) the statement in section 3.5 that the decision regarding what care is to be provided remains with Facility and with Customers and their physicians. Instead the decision regarding what care is to be provided remains with Facility and with Customers to the extent they are able to discuss the care to be provided by Facility;

iii) the requirements in Section 4.3; however, Facility will provide services 24 hours a day, seven days a week;

iv) Sections 4.4.1 and 4.4.4;

v) the requirement in section 4.9 that Facility obtain the Customer's consent to authorize Facility to provide access to requested information or records as contemplated in section 4.10 (however, Facility shall obtain the Customer's consent as soon as it is reasonable to do so consistent with Facility's legal obligations regarding the provision of emergency transport and other related health care services when taking Customer to the nearest emergency facility in an emergent situation in order for Customer to be stabilized and to receive screening examinations and then, only if the Facility keeps medical records);

vi) the requirements in section 4.10 regarding medical records (but only if Facility does not keep medical records because such records are instead kept by the emergency facility to which the Customer is brought);

vii) the requirements in Section 4.11 regarding certain quality data (but only if Facility does not collect and review such quality data because the collection and review of such quality data is instead done by the emergency facility to which the Customer is brought);

viii) the requirement in section 6.6 that, prior to rendering services, Facility ask the patient to present his or her Customer identification card (however, Facility shall ask patient to present his or her Customer identification card as soon as it is reasonable to do so consistent with Facility's legal obligations regarding the provision of emergency transport and other related health care services when taking Customer to the nearest emergency facility in an emergent situation in order for Customer to be stabilized and to receive screening examinations and then, only if the role is not instead played by the admissions personnel of the emergency facility to which the Customer is brought).

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(d) of this Agreement and credentialed by United or its delegate prior to furnishing any Covered Services to Customers under this Agreement.

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.

4.3 Accessibility. At a minimum, Facility will be open during normal business hours, Monday through Friday.

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:

1) Facility will use reasonable commercial efforts to direct Customers only to other providers that participate in United's network, except as permitted under the Customer's Benefit Plan or otherwise authorized by United or Payer.

2) Facility will make its best efforts to assure that all Facility-based physician groups participate in United's network as long as this Agreement is in effect.

In the event that a Facility-based physician group is not a participating provider with United, Facility's Chief Financial Officer or equivalent senior level officer ("Facility Representative") will assist United in its efforts to

negotiate an agreement with such group. Upon request by United, Facility Representative will:

a) meet with Facility-based physician group to encourage participation. Facility Representative shall provide United with meeting minutes of any such meeting within 15 days. Meeting minutes will include a summary of the key discussion points and an outline of any actionable resolution options deemed by Facility Representative.

b) write letter(s) to Facility-based physician group encouraging the group to negotiate in good faith with United. The letter will also outline any contractual requirements in the agreement between Facility and Facility-based physician group that requires Facility-based physician group to (1) negotiate in good faith with third party payers, (2) participate in third party payer networks, and (3) other provisions related to Facility-based physician group's participation with third party payers.

c) invoke any applicable penalties or other contractual terms in its agreement with Facilitybased physician group related to its non-participating status with a third party payer.

d) allow independent legal counsel (mutually agreeable to all relevant parties) to review Facility/Facility-based physician agreement to ensure Facility is fully invoking all the relevant terms and conditions of such agreement to require or promote Facility-based physician group's participation status with United.

United warrants that it will negotiate with Facility-based physician groups in good faith. Facility acknowledges that United will have no responsibility for the credentialing of any employed or sub-contracted Facility-based provider.

3) Facility will provide notification for certain Covered Services, accept and return telephone calls from United staff, and respond to United requests for clinical information, as required by United or Payer as described in the Protocols.

The Protocols will be made available to 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. See Appendix 3 for additional information regarding the Protocols applicable to Customers enrolled in certain Benefit Plans.

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 such 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 such services. Facility affiliates are those entities that control, are controlled by or are under common control with Facility.

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. In addition, Facility shall either: (1) obtain and maintain JCAHO accreditation; or (2) in lieu of JCAHO accreditation, adopt CMS National Hospital Voluntary Reporting Initiative (NQF Core Measures).

4.7 Liability Insurance. Facility shall 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 shall be, at a minimum, of the types and in the amounts set forth below. Facility's medical malpractice insurance shall be either occurrence or claims made with an extended period reporting option. Prior to the Effective Date of this Agreement and within 10 days of each policy renewal thereafter, Facility shall submit to United in writing evidence of insurance coverage.

TYPE OF INSURANCE	MINIMUM LIMITS

Medical malpractice and/or professional liability insurance	One Million Dollars ($1,000,000.00) per occurrence and aggregate
Commercial general and/or umbrella liability insurance	ThreeMillion Dollars ($3,000,000.00) 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 shall maintain a separate reserve for its selfinsurance. Prior to the Effective Date, Facility shall 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 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. In addition, Facility will give written notice to United 45 days prior to the effective date of changes in existing remit address(es) and other demographic information. 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.

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 adequate 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/ Care CoordinationSM, quality assurance and improvement and for claims payment 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 audit involving a fraud investigation or the health and safety of a Customer (in which case, access shall be given within 48 hours after the request) or of an expedited Customer appeal or grievance (in which case, access will be given so as to enable United to reasonably meet the timelines for determining the appeal or grievance); and

ii) to agencies of the government, in accordance with applicable law, to the extent such access is necessary to comply with regulatory requirements applicable to 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 shall provide copies of such 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 a facility chooses to report on is available in the public domain in a format that includes all data elements required by UnitedHealthcare, UnitedHealthcare will obtain quality information directly from the source to whom the 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 discharged, 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. Notwithstanding the foregoing, Facility agrees that it will participate in The Leapfrog Group's annual patient safety survey.

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 communicate 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 agrees to use www.unitedhealthcareonline.com for additional functionalities (for instance, notification of admission) after United informs Facility that such functionalities have become available for the applicable Customer.

4.14. Implementation of Patient Safety Programs. Facility will implement quality programs recommended by nationally recognized third parties (such as The Leapfrog Group and CMS) as designated by United from time-to-time such as The Leapfrog Group's programs related to Computer Physician Order Entry (CPOE), Evidence-based Hospital Referral (EHR), ICU Physician Staffing (IPS)., and the 27 other patient safety practices arrived at by national consensus (National Quality Forum Safe Practices).

Once the AHRQ sponsored hospital patient satisfaction survey (known as H-CAHPS) is finalized, hospital agrees to administer the survey according the guidelines approved by the National Quality Forum (NQF) and report survey findings to all required regulatory bodies and agencies according to NQF guidelines.

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.

5.2 Liability Insurance. United will procure and maintain professional and general liability insurance and other insurance, as United reasonably determines may be necessary, to protect United and United's employees against claims, liabilities, damages or judgments that arise out of services provided by United or United's employees under this Agreement.

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. 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 communicate with Facility electronically by providing eligibility status, claims status, and accepting requests for claim adjustments, for those products supported by www.unitedhealthcareonline.com. United will communicate enhancements in www.unitedhealthcareonline.com functionality as they become available, as described in Section 4.13, and will make information available as to which products 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 such 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 shall submit claims using current CMS 1500 or UB04 or successor forms for paper claims and HIPAA standard professional or institutional claim formats for electronic claims, as applicable, with applicable coding including, but not limited to, ICD-9-CM, CPT, Revenue and HCPCS coding.

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. All information necessary to process a claim must be received by United no more than 12 months from the date of discharge or 12 months from the date all outpatient Covered Services are rendered. In the event United requests additional information in order to process the claim, Facility will provide such additional information within 90 days of United's request. If Payer is not the primary payer, and Facility is pursuing payment from the primary payer, the 12 month filing limit will begin on the date Facility receives the claim response from the primary payer.

6.4 Payment of claims. Payer will pay claims for Covered Services as further described 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.

6.5 Denial of Claims for Not Following Protocols, Not Filing Timely, or Lack of Medical Necessity. Payment may be denied in whole or in part if Facility does not comply with a Protocol or does not file a timely claim under section 6.3 of this Agreement. Payment may also be denied for services provided that are determined by United to be medically unnecessary, and Facility may not bill the Customer for such services unless the Customer has, with knowledge of United's determination of a lack of medical necessity, agreed in writing to be responsible for payment of those charges.

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

i) that, at the time the Protocols required notification or at the time the claim was due, Facility did not know and was unable to reasonably determine that the patient was a Customer,

ii) that Facility took reasonable steps to learn that the patient was a Customer, and

iii) that Facility promptly provided notification, or filed the claim, after learning that the patient was a Customer.

6.6 Retroactive correction of information regarding whether patient is a Customer. Prior to rendering services, Facility shall use best efforts to secure a copy of the Customer's identification card or Facility shall contact United to obtain the most current information on the patient as a Customer.

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

If 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 shall not be eligible for payment under this Agreement and any claims payments made with regard to such services may be recovered as overpayments under the process described in section 6.10 of this Agreement. Facility may then directly bill the individual, or other responsible party, for such services.

6.7 Payment under this Agreement is payment in full. Payment as provided under section 6.4, 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 such 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 such circumstances.

vi) a denial based on medical necessity or prior authorization, except as provided in section 6.5.

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

6.10 Correction of overpayments or underpayments of claims. In the event that either Party believes that a claim has not been paid correctly, or that funds were paid beyond or outside of what is provided for under this Agreement, either party may seek correction of the payment, except that Facility may not seek correction of a payment more than 12 months after it was made. Facility will repay overpayments within 30 days of 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 such overpayment to United within 30 days after posting it as a credit balance.

Facility agrees that recovery of overpayments may be accomplished by offsets against future payments.

Article VII.

Dispute Resolution

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

If 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 shall thereafter be submitted to binding arbitration before a panel of three arbitrators in accordance with the Commercial Dispute Procedures of the American Arbitration Association, as they may be amended from time to time (see http://www.adr.org). Unless otherwise agreed to in writing by the parties, the party wishing to pursue the Dispute must initiate the arbitration within one year after the date on which notice of the Dispute was given or shall be deemed to have waived its right to pursue the dispute in any forum.

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

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

If the Dispute pertains to a matter which is generally administered by certain United procedures, such as a credentialing or quality improvement plan, the policies and procedures set forth in that plan must be fully exhausted by 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 that any portion of this Article or any part of this Agreement is deemed to be unlawful, invalid or unenforceable, such unlawfulness, invalidity or unenforceability shall not serve to invalidate any other part of this Article or Agreement. In the event any court determines that this arbitration procedure is not binding or otherwise allows litigation involving a Dispute to proceed, the parties hereby waive any and all right to trial by jury in, or with respect to, such litigation. Such litigation would instead proceed with the judge as the finder of fact.

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

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

Article VIII.

Term and Termination

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

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 at least 180 days prior written notice, effective at the end of the initial term or effective at the end of any renewal term;

iii) by either party upon 60 days written notice in the event of a material breach of this Agreement by the other

party, except that such a termination will not take effect if the breach is cured within 60 days after notice of the termination; moreover, such termination may be deferred as further described in Article VII of this Agreement;

iv) by either party upon 10 days 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; or

v) by United upon 10 days written notice in the event Facility loses accreditation.

vi) By United, upon 90 days 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 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:

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. This Agreement is the entire agreement between the parties with regard to the subject matter herein, and supersedes any prior written or unwritten agreements between the parties or their affiliates with regard to the same subject matter, except that this Agreement does not supersede a national agreement between the parties or their affiliates.

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 shall not operate as 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.

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 the Agreement.

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

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

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

a) any proprietary business information, not available to the general public, obtained by the party from the other party; or

b) the specific reimbursement amounts provided for under this Agreement, except for purposes of administration of benefits.

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.

Except as otherwise required by applicable law or stock exchange rule, Ancillary Provider will not, and will not permit any of its representative affiliates, representatives or advisors to, issue or cause the publication of any press release or make any other public announcement, including, without limitation, any "tombstone" or other advertisements, with respect to this Agreement without the consent of United.

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. Any provision of this Agreement that is unlawful, invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining provisions of this Agreement or the lawfulness, validity or enforceability of the offending provision in any other situation or jurisdiction.

9.13 Survival. Sections 4.10, 6.7, 6.8, Article VII and sections 8.3 and 9.9 (except for the last paragraph) of this Agreement will survive the termination of this Agreement.

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

[Facility]	*Address to be used for giving notice to Facility under the Agreement:*
Signature	Street
Print Name	City
Title	State Zip Code
Date	Email

United HealthCare Insurance Company, on behalf of itself, and its other affiliates, as signed by its authorized representative:

Signature	
Print Name	
Title	
Date	Date

[Address to be used for giving notice to United under the Agreement]

UnitedHealthcare
C/O MDX Hawai'i
500 Ala Moana Blvd. Suite 2-200
Honolulu,
HI 96813

IN THE EVENT THIS AGREEMENT INCLUDES TWO SIGNATURE BLOCKS FOR UNITED, THIS AGREEMENT IS NOT BINDING UPON UNITED UNLESS EACH OF THE TWO UNITED SIGNATURE BLOCKS ARE EXECUTED.

Attachments

- ✘ Appendix 1: Facility Location and Service Listings
- ✘ Appendix 2: Benefit Plan Descriptions
- ✘ Appendix 3: Additional Protocols
- ✘ Fee Schedule Samples (1500 billers only)
- ✘ Medicare Advantage Regulatory Requirements Appendix
- ___ Medicare Advantage Payment Appendix
- ✘ Medicaid Regulatory Requirements Appendix
- ___ Medicaid Payment Appendix
- ___ Other _____

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.

Appendix 1

Facility Location and Service Listings

[Facility System Name]

BILLING ADDRESS
[Facility Name]
[Street Address]
[City, State Zip]
[TIN]

[FACILITY LOCATIONS]		
[Facility Name]	[Facility Name]	[Facility Name]
[Street Address]	[Street Address]	[Street Address]
[City, State Zip]	[City, State Zip]	[City, State Zip]
[Phone #]	[Phone #]	[Phone #]
[TIN]	[TIN]	[TIN]

[OTHER SERVICE LOCATIONS]
[Facility Name]
[Street Address]
[City, State Zip]
[Phone #]
[TIN]

[Facility Name]
[Street Address]
[City, State Zip]
[Phone #]
[TIN]

[Facility Name]
[Street Address]
[City, State Zip]
[Phone #]
[TIN]

Appendix 2

Benefit Plan Descriptions

United may allow Payers to access Facility's services under this Agreement for the Benefit Plan types listed below:

- Medicare Benefit Plans that (A) are sponsored, issued or administered by any Payer and (B) replace, either partially or in its entirety, the original Medicare coverage (Medicare Part A and Medicare Part B) issued to beneficiaries by the Centers for Medicare and Medicaid Services ("CMS"), other than Medicare Advantage Private Fee-For-Service Plans.
- QUEST Expanded Access (QExA) Medicaid Benefit Plans administered by United's business unit UnitedHealthcare Dual Complete, as indicated by a reference to UnitedHealthcare Dual Complete on the face of the valid identification card of any Customer eligible for and enrolled in such Benefit Plan.

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

- This Agreement does not apply to commercial products and will not be amended to apply to commercial products. However, the parties may mutually agree, at some time in the future, to replace this Agreement with a new agreement that includes commercial products and that is in a form, and on terms and conditions, substantially similar to the form and terms and conditions of this Agreement.
- Medicare Advantage Private Fee-For-Service Plans.

Appendix 3

Protocol for UnitedHealthcare Dual Complete Medicaid Customers

For UnitedHealthcare Dual Complete Medicaid Customers enrolled in Medicaid Benefit Plans administered by United's business unit UnitedHealthcare Dual Complete, as indicated by a reference to UnitedHealthcare Dual Complete on the face of the valid identification card of any Customer eligible for and enrolled in such Benefit Plan, Facility will be subject to requirements described in or made available to Facility through the attached Medicaid manual (the "UnitedHealthcare Dual Complete Medicaid Manual"). The UnitedHealthcare Dual Complete Medicaid Manual can be viewed and downloaded at www.evercarehealthplans.com. When this Agreement refers to the Administrative Guide, it is also referring to this other manual. In the event of any conflict between this Agreement or the "UnitedHealthcare Physician, Health Care Professional, Facility and Ancillary Provider Administrative Guide" or other UnitedHealthcare administrative protocols, and the UnitedHealthcare Dual Complete Medicaid Manual, in connection with any matter pertaining to an UnitedHealthcare Dual Complete Medicaid Customer, the UnitedHealthcare Dual Complete Medicaid Manual will govern, unless applicable statutes and regulations dictate otherwise. United may make changes to the Administrative Guide, UnitedHealthcare Dual Complete Medicaid Manual or other administrative protocols upon 30 days' electronic or written notice to Facility unless applicable state statutes or regulations require otherwise.

Facility Participation Agreement

Medicare Advantage Regulatory Appendix

The provisions contained in this Appendix supplement the Facility Participation Agreement between Facility and United (the "Agreement"). Because Facility has agreed to provide Covered Services to Medicare Customers who receive their coverage under Medicare Advantage contracts between the Centers for Medicare and Medicaid Services ("CMS") and United or other Payers (collectively "Medicare Advantage Plans"), applicable Medicare Advantage regulations and CMS guidelines require that the provisions contained in this Appendix be part of the Agreement. For Medicare Advantage Plans, this Appendix supersedes any inconsistent provisions that may be found elsewhere in the Agreement.

- **Data.** Facility shall cooperate with United in its efforts to report to CMS all statistics and other information related to its business, as may be requested by CMS. Facility shall send to United all encounter data and other Medicare program-related information as may be requested by United, within the timeframes specified and in a form that meets Medicare program requirements. By submitting encounter data to United, Facility represents to United, and upon United's request Facility shall certify in writing, that the data is accurate and complete, based on Facility's best knowledge, information and belief. If any of this data turns out to be inaccurate or incomplete, according to Medicare Advantage rules, United may withhold or deny payment to Facility.
- **Policies.** Facility shall cooperate and comply with all of United's policies and procedures, credentialing plan and provider administrative manual.
- **Payment.** United shall promptly process and pay Facility's claim no later than 60 days after United receives all appropriate information as described in United's administrative procedures. If Facility is responsible for making payment to subcontracted providers, Facility shall pay them within this same timeframe.
- **Customer Protection.** Facility agrees that in no event, including but not limited to, non-payment by United or an intermediary, insolvency of United or an intermediary, or breach by United of the Agreement, shall Facility bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from, or have any recourse against any Customer or person (other than United or an intermediary) acting on behalf of the Customer for Covered Services provided pursuant to the Agreement. This provision does not prohibit Facility from collecting copayments, coinsurance, or fees for services not covered under the Customer's Benefit Plan and delivered on a fee-for-service basis to the Customer. This provision does not prohibit Facility and a Customer from agreeing to continue services solely at the expense of the Customer, as long as Facility has clearly informed the Customer that the Benefit Plan may not cover or continue to cover a specific service or services. In the event of United's or an intermediary's insolvency or other cessation of operations or termination of United's contract with CMS, Facility shall continue to provide Covered Services to a Customer through the later of the period for which premium has been paid to United on behalf of the Customer, or, in

the case of Customers who are hospitalized as of such period or date, until the Customer's discharge. Covered Services for a Customer confined in an inpatient facility on the date of insolvency or other cessation of operations shall continue until the Customer's continued confinement in an inpatient facility is no longer medically necessary. This provision shall be construed in favor of the Customer, shall survive the termination of the Agreement regardless of the reason for termination, including United's insolvency, and shall supersede any oral or written contrary agreement between Facility and a Customer or the representative of a Customer if the contrary agreement is inconsistent with this provision.

For the purpose of this provision, an "intermediary" is a person or entity authorized to negotiate and execute the Agreement on behalf of Facility or on behalf of a network through which Facility elects to participate.

- **Eligibility.** Facility agrees to immediately notify United in the event Facility is or becomes disbarred, excluded, suspended, or otherwise determined to be ineligible to participate in federal health care programs. Facility shall not employ or contract with, with or without compensation, any individual or entity that has been disbarred, excluded, suspended or otherwise determined to be ineligible to participate in federal health care programs.
- **Laws.** The parties shall comply with all applicable Medicare laws, regulations and CMS instructions and shall cooperate with the other's efforts to comply. Facility shall also cooperate with United in its efforts to comply with its contract with CMS.
- **Records.** The Secretary of Health and Human Services, the Comptroller General and United shall have the right to audit, evaluate and inspect any books, contracts, medical records, patient care documentation and other records belonging to Facility that pertain to the Agreement and other program-related matters deemed necessary by the person conducting the audit, evaluation, or inspection. This right shall extend through 10 years from the later of the last day of a CMS contract period or completion of any audit, or longer in certain instances described in the applicable Medicare Advantage regulations. Facility shall make its premises, facilities and equipment available for these activities. Facility shall maintain medical records in an accurate and timely manner. Facility shall ensure that Customers have timely access to medical records and information that pertain to them. The parties shall safeguard the privacy of any health information that identifies a Customer and abide by all federal and state laws regarding privacy, confidentiality and disclosure of medical records and other health and Customer information.
- **Accountability.** Facility agrees that United oversees and is accountable to CMS for any responsibilities that are contained in its contract with CMS, including those that United may delegate to Facility or others. Any responsibilities that are delegated must be specified in a written arrangement with the other party. The arrangement must include any reporting requirements, a right of revocation, performance monitoring by United, ongoing review, approval and auditing of credentialing processes, if applicable, and compliance with all applicable Medicare laws, regulations and CMS instructions.
- **Subcontracts.** If Facility has subcontract arrangements with other providers to deliver Covered Services to United's Customers, Facility shall ensure that its contracts with those subcontracted providers contain all of the provisions in this Appendix and shall provide proof of such to United upon request.

MEDICAID REQUIREMENTS APPENDIX

Applicability

The provisions of this Hawaii Medicaid Requirements Appendix (the "Appendix") are made a part of the Agreement entered into between United and you, Facility, or Medical Group (collectively referred to as "Provider") named in the Agreement and apply to Covered Services rendered by Provider to Customers enrolled in QUEST Expanded Access (QExA) Medicaid benefit program. United and Provider each agree to be bound by the terms and conditions contained in this Appendix. In the event of a conflict or inconsistency between this Appendix and any term or condition contained in the Agreement, this Appendix shall control, except with regard to Benefit Plans outside the scope of this Appendix. Unless otherwise defined in this Appendix, all capitalized terms contained in this Appendix shall be defined as set forth in the Agreement.

1. Definitions: Provider agrees to use the following definitions as guidelines when making determinations regarding the provision of medical treatment:

1.1 Medical Necessity. As defined in Hawaii Revised Statutes (HRS) 432E-1.4 or health interventions that the health plans are required to cover within the specified categories that meet the criteria identified below, whichever is the least restrictive:

(a) The intervention must be used for a medical condition;

(b) There is sufficient evidence to draw conclusions about the intervention's effects on health outcomes;

(c) The evidence demonstrates that the intervention can be expected to produce its intended effects on health outcomes;

(d) The intervention's beneficial effects on health outcomes outweigh its expected harmful effects;

(e) The health intervention is the most cost-effective method available to address the medical condition.

Medical Condition: a disease, an illness or an injury. A biological or psychological condition that lies within the range of normal human variation is not considered a disease, illness or injury;

Health Outcomes: outcomes of medical conditions that directly affect the length or quality of a person's life;

Sufficient Evidence: considered to be sufficient to draw conclusions, if it is peer-reviewed, is well-controlled, directly or indirectly relates the intervention to health outcomes, and is reproducible both within and outside of research settings;

Health Intervention: an activity undertaken for the primary purpose of preventing, improving or stabilizing a medical condition. Activities that are primarily custodial, or part of normal existence, or undertaken primarily for the convenience of the patient, family, or practitioner, are not considered health interventions.

Cost-Effective: is cost-effective if there is no other available intervention that offers a clinically appropriate benefit at a lower cost.

1.2 Emergency Medical Condition: As such term is defined in the Medicaid provider manual.

2. Provision of Services. Provider agrees to provide the Covered Services to Customers in the amount, duration and scope as set forth in the Agreement. A general list of Covered Services is in the Hawaii Quest Expanded Access Physician and Health Care Professional Administrative Manual. Such Covered Services will be provided to Customers in a manner that complies with United's cultural competency plan. Provider shall not employ or subcontract with individuals or entities whose owner or managing employees are on the State or federal exclusions list. Provider agrees to accept all Customers for treatment unless Provider applies to United for a waiver of this requirement.

3. Access. Provider agrees to maintain hours of operation that are no less than the hours of operation offered to commercial Customers or if the Provider has no commercial Customers, those comparable to Medicaid fee-for-service, if the Provider only serves Medicaid beneficiaries. In addition, Provider agrees to meet the appointment waiting time standards as in the Hawaii Quest Expanded Access Physician and Health Care Professional Administrative Manual.

4. Programs. Provider agrees to comply with United's compliance plan, including fraud and abuse requirements and activities, and corrective action plans initiated by UnitedProvider agrees to participate in utilization management and care

management processes and quality improvement programs established by United.

5. **Records.** Provider agrees to maintain an adequate record system to disclose the extent of services rendered to Customers. CMS, the State Medicaid Fraud Control Unit and DHS or their respective designees, shall have the right to inspect, evaluate, and audit all of the following:

   (a) Pertinent books,

   (b) Financial records,

   (c) Medical Records, and

   (d) Documents, papers, and records of any Provider involving financial transactions related to this Agreement, and for monitoring of quality of care, with/without the consent of the Customer.

   Provider agrees to provide access to authorized DHS personnel or personnel contracted by DHS to perform duties of the Medicaid contract and administer the QExA program.

6. **Medical Records.** Provider agrees to:

   (a) Provide medical records or access to them to United and DHS or its designee, within sixty (60) days of request. Refusal or inability to provide medical records to support a claim/encounter will result in recovery of payment;

   (b) Retain medical records in accordance with Hawaii Revised Statutes §§ 622-51 and 622-58 for a minimum of seven (7) years;

   (c) Provide medical records to Customers upon request and allows them to be amended as specified in 45 CFR Part 164; and.

   (d) Coordinate with United in transferring medical records (or copies) when a Customer changes primary care physicians.

   (e) Comply with health plan standards that provide DHS or its designee(s) prompt access to Customers' medical records, whether electronic or paper

7. **Reports.** Provider agrees to submit all reports and clinical information required by United and DHS, including annual cost reports to the Med-Quest Division (MQD).

8. **Marketing Materials.** Provider must submit to United any marketing materials developed and distributed by Provider related to this Agreement.

9. **Privacy.** Provider shall maintain the confidentiality of Customers' information in accord with Hawaii and federal law including but not limited to HAR § 17-1702, HRS § 346-10, HRS § 334-5, HRS Chapter 577A and 42 CFR, Part 438.224 and maintain compliance with HIPAA privacy and security provisions.

10. **Transfer of Customers.** . Provider agrees to cooperate in all respects with providers of other health plans to assure maximum health outcome for the Customer when a Customer is transferring to another health plan.

11. **Case Management.** If Provider is a primary care physician ("PCP"), Provider must agree to perform any case management responsibilities and duties associated with the PCP designation. These shall include the following:

    (a) A requirement that the provider be responsible for supervising, coordinating, and providing all primary care to each assigned Customer;

    (b) A requirement that the provider coordinates and initiates referrals for specialty care;

    (c) A requirement that the provider maintains continuity of each Customer's healthcare and maintains the Customer's health record;

    (d) A requirement that the provider has admission and treatment privileges in a minimum of one general acute care hospital which is in the health plan's network and on the island of service. For the island of Hawaii this means that the provider shall have admission and treatment privileges in one general acute care hospital in either East Hawaii or West Hawaii depending on which is closer; and

(e) A requirement that if the provider (both PCP and specialist acting as a PCP) has a written arrangement with at least one other provider with admitting and treatment privileges with an acute care hospital in the event he/she does not have one.

12. **Communication with Customers.** Nothing in the Agreement shall be construed to prohibit or restrict the Provider from the following:

    (a) Discussing treatment or non-treatment options with Customers that may not reflect United's position or may not be covered by United;

    (b) Acting within the lawful scope of practice, from advising or advocating on behalf of a Customer for the Customer's health status, medical care, or treatment or non-treatment options, including any alternative treatments that might be self-administered;

    (c) Advocating on behalf of the Customer in any Grievance System or UM process, or individual authorization process to obtain necessary health care services.

13. **Referrals.** Provider agrees not to make referrals for designated health services to health care entities with which the Provider or a member of the Provider's family has a financial relationship.

14. **Payment.** Provider agrees to comply with requirements regarding when Provider may bill a Customer or assess charges, as described in the Hawaii Quest Expanded Access Physician and Health Care Professional Administrative Manual. Provider agrees to refund any payment (above the cost sharing), received from a Customer or family member for the prior coverage period.

15. **Hold Harmless.** Provider agrees that Customers and the State shall not be liable to Provider for any sums owed by United in the event that United fails or refuses to pay valid claims for Covered Services. Provider agrees that Customers and the State shall not be liable to Provider for Covered Services for which the State does not pay United. Provider agrees that Customers and the State shall not be liable to Provider for Covered Services for which United or the State does not pay under a contract, referral or other arrangement to the extent payments are in excess of the amount the Customer would owe if United provided the service directly.

16. **National Provider Identifier.** In accordance with 45 CFR § 162.410, each applicable Provider shall have a national provider identifier (NPI).

17. **Encounter Data.** Provider agrees to submit on a monthly basis, complete and accurate encounter data. Upon request by United with/without specific consent of the Customer, DHS or its designee, Provider will submit any and all medical records to support encounter data, for the purpose of validating encounters. Provider further agrees to certify claim/encounter submission to United as accurate and complete. An encounter is a record of medical services rendered by Provider to a Customer on the date of service.

18. **Third Party Collections.** United will assume full responsibility for third party collections and shall be responsible for making every reasonable effort to determine the legal liability of third parties to pay for Covered Services rendered to Customers under this Agreement and shall do so in a manner consistent with and in compliance with United's contractual obligations under the Medicaid Contract.

19. **Continuation of Services.** In the event the Agreement terminates, during the course of a Customer's treatment plan, Provider and United shall allow Customer for whom treatment was active, to continue coverage and care, through completion of treatment of a condition for which Customer was receiving care at the time of the termination.

20. **Eligibility.** Provider has met applicable Hawaii and federal regulations, including but not limited to applicable Hawaii Administrative Rules (HAR) sections and Medicaid requirements for licensing, certification and recertification.

21. **Providers of Vaccines to Children.** If Provider is a provider of vaccines to children, Provider agrees to enroll and complete appropriate forms for the Vaccines for Children (VFC) program.

22. **Payment for Newborns.** Provider agrees to look solely to United for payment of Covered Services provided to newborns born to QExA enrolled mothers.

23. **Early and Periodic Screening, Diagnosis and Treatment (EPSDT)** – Provider agrees to comply with all EPSDT requirements

24. **Contract requirements.** Provider agrees to comply with 42 CFR 434 and 42 CFR 438.6, as may be amended from time to time.

25. **Nondiscrimination.** Provider agrees to provide services to Customers without regard to race, color, creed, sex, religion, health status, income status or physical or mental disability.

26. **Regulations.** Provider represents and warrants that Provider meets all applicable State and Federal regulations, including but not limited to applicable HAR sections and Medicaid requirements for licensing, certification and recertification.

27. **Fees.** United shall reimburse providers at rates comparable to the Medicaid Fee-For-Service rates in place on the February 1, 2008.

28. **Advance Directives.** Provider shall comply with the advance directives requirements specified in 42 CFR Part 49, subpart I, and 42 CFR §417.436(d).