

## INTRODUCTION

Our agreement consists of this contract, the appendices, and the additional materials we reference in the attached Appendix 1.

### **Guiding principles**

---

We strive to operate in accordance with the following principles:

- *We want to work together with America's best physicians to improve the health care experience of our customers.*
- *We respect and support the physician/patient relationship while adhering fairly to the contract for benefits we provide our customers.*
- *Whether a particular treatment is covered under a benefit contract should not determine if the treatment is provided. Physicians and health care professionals should provide the care they believe is necessary regardless of coverage.*
- *You should discuss treatment options with patients regardless of coverage. We encourage that communication.*
- *Physicians should describe any factors that could affect their ability to render appropriate care. Matters such as professional training, financial incentives, availability constraints, religious or philosophical beliefs, and similar matters are all things that a physician should consider discussing with a patient. We encourage these communications. We urge full disclosure.*
- *Fairness and efficiency will govern the ways in which we administer our products. We will make our determinations promptly. Our commitments to our customers will be clear. We will honor our agreements. When it comes to coverage determinations, the language of the benefit contract will take precedence.*

### **Next steps**

---

Please read this agreement. If you have questions, write to or call:

**[UnitedHealthcare  
Contract Support  
Attention: Imaging Center  
2300 W Plano Pkwy #C1E105  
Plano, TX 75075-8427**

(xxx) xxx-xxxx]

You can visit our website at [www.UHCprovider.com](http://www.UHCprovider.com) for additional details on items described in the agreement. If the agreement is acceptable to you, please sign both of the enclosed copies of the contract, and send both copies to the address above.

## MEDICAL GROUP CONTRACT

UnitedHealthcare Insurance Company is entering into this agreement with you. It is doing so on behalf of itself, UnitedHealthcare of Ohio, Inc., UnitedHealthcare Community Plan of Ohio, Inc. and its other affiliates for certain products and services we offer our customers, all of which we describe in the attached Appendix 2.

This agreement applies to you and to your professional staff (the physicians and other professionals who are your employees, or your independent contractors providing services to your patients, and who are subject to credentialing by us) and the services you provide at the locations in the attached Appendix 4. When this agreement refers to “you”, it also refers to your professional staff. Your professional staff is bound to the same requirements of this agreement as you are. You represent to us that you have the authority to bind your professional staff to this agreement.

### **What you will do**

---

You need to be credentialed in accordance with our Credentialing Plan, as referenced in Appendix 1, for the duration of this agreement.

You must notify us in a timely manner about certain services you provide in accordance with our Administrative Guide so that we can provide our customers with the services we have committed to provide. If you do not so notify us about these services, you will not be reimbursed for the services, and you may not charge our customer.

Within one year of the effective date of this agreement, you must conduct business with us entirely on an electronic basis to the extent that we are able to conduct business electronically (described in the Administrative Guide), including but not limited to determining whether your patient is currently a customer, verifying the customer’s benefit, and submitting your claim. We will communicate enhancements at [www.UHCprovider.com](http://www.UHCprovider.com) as they become available and will make information available to you as to which products are supported by [www.UHCprovider.com](http://www.UHCprovider.com).

You must submit your claims within 90 days of the date of service. After we receive your claim, if we request additional information in order to process your claim, you must submit this additional information within 90 days of our request. If your claim or the additional information is not submitted within these timeframes, you will not be reimbursed for the services, and you may not charge our customer.

You will submit claims only for services performed by you or your staff. Pass through billing is not payable under this agreement and may not be billed to our customer. For laboratory services, you will only be reimbursed for the services that you are certified through the Clinical Laboratory Improvement Amendments (CLIA) to perform, and you must not bill our customers for laboratory services for which you are not certified.

You will submit claims that supply all applicable information. These claims are complete claims. Further information about complete claims is provided in our Administrative Guide.

If you disagree with our payment determination on a claim, you may submit an appeal as described in our Administrative Guide.

You will not charge our customers anything for the services you provide, if those services are covered services under their benefit contract, but the applicable co-pay, coinsurance or deductible amount. If the

services you provide are denied or otherwise not paid due to your failure to notify us, to file a timely claim, to submit a complete claim, to respond to our request for information, or based on our reimbursement policies and methodologies, you may not charge our customer. If the services you provide are denied for reason of not being medically necessary, you may not charge our customer unless our customer has, with knowledge of our determination of a lack of medical necessity, agreed in writing to be responsible for payment of those charges. If the services you provide are not covered under our customer's benefit contract, you may, of course, bill our customer directly. You will not require a customer to pay a "membership fee" or other fee in order to access you for covered services (except for co-payments, coinsurance and/or deductibles provided for under the customer's benefit contract) and will not discriminate against any customer based on the failure to pay such a fee.

You will cooperate with our reasonable requests to provide information that we need. We may need this information to perform our obligations under this agreement, under our programs and agreements with our customers, or as required by regulatory or accreditation agencies.

You will refer customers only to other network physicians and providers, except as permitted under our customer's benefit contract, or as otherwise authorized by us or the participating entity.

## **What we will do**

---

We or the other applicable participating entity will promptly adjudicate and pay your complete claim for services covered by our customer's benefit contract. If you submit claims that are not complete,

- You may be asked for additional information so that your claim may be adjudicated; or
- Your claim may be denied and you will be notified of the denial and the reason for it; or
- We may in our discretion attempt to complete the claim and have it paid by us or the other applicable participating entity based on the information that you gave in addition to the information we have.

If governing law requires us to pay interest or another penalty for a failure to pay your complete claim for covered services within a certain time frame, we will follow those requirements. The interest or other penalty required by law will be the only additional obligation for not satisfying in a timely manner a payment obligation to you. In addition, if we completed a claim of yours that was not complete, there shall be no interest or other late payment obligation to you even if we subsequently adjust the payment amount based on additional information that you provide.

The applicable participating entity will reimburse you for the services you deliver that our customer's benefit contract covers. The amount you receive will be based on the lesser of your billed charges or our fee schedule, which is described at Appendix 1 and is subject to the reimbursement (coding) policies and methodologies of us and the participating entities. Our reimbursement policies and methodologies are updated periodically and will be made available to you online or upon request. To request a copy of our reimbursement policies and methodologies, write to [UnitedHealthcare Contract Support, Attention: Imaging Center, 2300 W Plano Pkwy #C1E105, Plano, TX 75075-8427]. Your reimbursement is also subject to our rules concerning retroactive eligibility, subrogation and coordination of benefits (as described in the Administrative Guide). We recognize CPT reporting guidelines as developed by the American Medical Association, as well as ICD diagnostic codes and hospital-based revenue codes. Following these guidelines does not imply a right to reimbursement for all services as coded or reported.

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

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

We will give you 90 days written or electronic notice of non-routine fee schedule changes which will substantially alter the overall methodology or reimbursement level of the fee schedule. In the event such changes will reduce your overall reimbursement under this agreement, you may terminate this agreement by giving 60 days written notice to us, provided that the notice is given by you within 30 days after the notice of the fee schedule change.

If either of us believes that a claim has not been paid correctly, either of us may seek correction of the payment within a 12-month period following the date the claim was paid, except that overpayments as a result of abusive or fraudulent billing practices may be pursued by us beyond the 12-month time frame mentioned above. In the event of an overpayment, we will correct these errors by adjusting future claim payment and/or by billing you for the amount of the overpayment.

#### **Your professional staff and Practice Locations**

You represent to us that all of the members of your professional staff, as of the date you executed this agreement, are listed in Appendix 3. All of the members of your professional staff will participate in our network through this agreement, except in cases in which one of your professional staff is not accepted for participation or is removed from participation under our credentialing program, or removed from participation by us immediately due to that professional being sanctioned by any governmental agency or authority (including Medicare or Medicaid), or having lost a license to provide all or some of the professional services under this agreement, or no longer having hospital admitting privileges in any participating hospital. Your professional staff will cooperate with our credentialing program.

If a new professional joins your professional staff, you will give us 60 days notice and provide the information included in Appendix 3. You will assure that the new professional will promptly submit a credentialing application to us (unless the new professional is already credentialed with us) and cooperate with our credentialing program.

You will assure that a member of your professional staff who has not been approved or is not in good standing under our credentialing program will not provide covered services to our customers. In the event that professional does provide covered services, you will not bill us, our customer, or anyone acting on our customer's behalf for the service, and you will assure that the professional also does not bill for the service.

If a professional leaves your professional staff, you will notify us within ten business days after you become aware that the professional will leave. The notice will include the date that the professional will depart from your professional staff. If you know the future contact information for the professional and whether the professional will continue to practice after leaving your professional staff, you will make reasonable commercial efforts to include that information in the notice and will provide that information to us if we request it.

This agreement applies to your practice locations identified in Appendix 4. If you begin providing services at other locations (either by opening such locations yourself, or by acquiring, merging or coming under

common ownership and control with an existing provider of services that was not already under contract with us or one of our affiliates to participate in a network of health care providers), those additional locations will become subject to this agreement 30 days after we receive notice from you.

If you acquire or are acquired by, merged with, or otherwise become affiliated with another provider of health care services that is already under contract with us or one of our 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 those agreements.

If you decide to transfer some or all of your assets to another entity, and the result of the transfer would be that all or some of the services subject to this agreement would be rendered by the other entity rather than by you, you must first request that we approve an assignment of this agreement as it relates to those services and the other entity must agree to assume this agreement.

### **How long our agreement lasts; how it gets amended; and how it can end**

---

Assuming you are credentialed by us, and we execute this agreement, you will receive a copy from us with the effective date noted below the signature block. It continues until one of us terminates it.

We can amend this agreement or any of the appendices on 90 days written or electronic notice by sending you a copy of the amendment. Your signature is not required to make the amendment effective. However, if you do not wish to continue your participation with our network as changed by an amendment that is not required by law or regulation but that includes a material adverse change to this agreement, then you may terminate this agreement on 60 days written notice to us so long as you send this termination notice within 30 days of your receipt of the amendment.

In addition, this agreement has an initial term of three years, and it will automatically renew after the initial term, for renewal terms of one year each. Either you or we can terminate this agreement, effective at the end of the initial term or effective at the end of any renewal term, by providing at least 90 days prior written notice. Either you or we can terminate this agreement at any time if the other party has materially breached this agreement, by providing 60 days written notice, except that if the breach is cured before our agreement ends, the agreement will continue.

Either of us can immediately terminate this agreement if the other becomes insolvent or has bankruptcy proceedings initiated.

Finally, we can immediately terminate this agreement if any governmental agency or authority (including Medicare or Medicaid) sanctions you.

We both agree that termination notices under this agreement must be sent by certified mail, return receipt requested, to [UnitedHealthcare Contract Support, Attention: Imaging Center, 2300 W Plano Pkwy #C1E105, Plano, TX 75075-8427], or to the post office address you provided us. We both will treat termination notices as “received” on the third business day after they are sent.

## **About data and confidentiality**

---

We agree that your medical records do not belong to us. You agree the information contained in the claims you submit is ours. We both will protect the confidentiality of our customers' information in accordance with applicable state and federal laws, rules, and regulations.

We are both prohibited from disclosing to third parties any fee schedule or rate information. There are three exceptions:

- You can disclose to our customer information relating to our payment methodology for a service the customer is considering (e.g., global fee, fee for service), but not specific rates (unless for purposes of benefit administration).
- We and the participating entities may use this information to administer our customers' benefit contracts and to pay your claims. We also may permit access to information by auditors and other consultants who need the information to perform their duties, subject to a confidentiality agreement.
- We both may produce this information in response to a court order, subpoena or regulatory requirement to do so, provided that we use reasonable efforts to seek to maintain confidential treatment for the information, or to a third party for an appropriate business purpose, provided that the disclosure is pursuant to a confidentiality agreement and the recipient of the disclosure is not a competitor of either of us.

## **What if we do not agree**

---

The parties will work together in good faith to resolve any and all disputes between them ("Disputes") following the dispute procedures set out in our Administrative Guide. Disputes may include, but not be limited to the existence, validity, scope or termination of this Agreement or any term thereof, and all questions of arbitrability, with the exception of any question regarding the availability of class arbitration or consolidated arbitration, which is expressly waived below. Disputes also include any dispute in which you are acting as the assignee of one or more customer. In such cases, these procedures will apply, including without limitation the requirement for arbitration.

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 you before you may invoke any right to arbitration under this section.

For Disputes regarding payment of claims, a party must have timely initiated and completed the claim reconsideration and appeal process as set forth in the Administrative Guide in order to initiate the Dispute process.

If the parties are unable to resolve any Dispute within 60 days after notice, either party may submit the Dispute to binding arbitration conducted by the American Arbitration Association ("AAA"). The arbitrators will use the AAA Healthcare Payor Provider Arbitration Rules, as amended. However, if a case involves a Dispute in which a party seeks an award of \$1,000,000 or greater or seeks termination of this Agreement, a panel of three arbitrators will be used. The arbitrator(s) will be selected from the AAA National Healthcare Roster or the AAA's National Roster of Arbitrators. Unless otherwise agreed in writing, arbitration must be initiated within one year after the date on which written notice of the Dispute was given, or any appeal process described in the Administrative Guide, whichever is later. If arbitration is not initiated in that time frame, the right to pursue the Dispute in any forum is waived.

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.

Except as may be required by law, neither a party, including without limitation, the parties' representatives, consultants and counsel of record in the arbitration, nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder, or any Confidential Arbitration Information without the prior written consent of all parties. "Confidential Arbitration Information" means any written submissions in an arbitration by either party, discovery exchanged, evidence submitted, transcriptions or other records of hearings in the matter and any orders and awards issued, and any reference to whether either party won, lost, prevailed, or did not prevail against the other party in any arbitration proceeding, as well as any settlement agreement related to an arbitration. However, judgment on the award may be entered under seal in any court having jurisdiction thereof, by either party.

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 class arbitration. The parties agree that any arbitration ruling allowing class arbitration, or requiring consolidated arbitration involving any third party(ies), would be contrary to the terms of this Agreement and require immediate judicial review. Notwithstanding anything in this Agreement to the contrary, this paragraph may not be severed from this provision of the Agreement under any circumstances, including but not limited to unlawfulness, invalidity or unenforceability.

The decision of the arbitrator(s) on the points in dispute will be binding. 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 provision. While the arbitration remains pending, the termination for breach will not take effect.

This provision will survive any termination of this Agreement.

### **What is our relationship to one another**

---

You are an independent contractor. This means we do not have an employer-employee, principal-agent, partnership, joint venture, or similar arrangement. It also means that you make independent health care treatment decisions. We do not. We do not reserve any right to control those treatment decisions. It further means that each of us is responsible for the costs, damages, claims, and liabilities that result from our own acts.

You will look to the applicable participating entity for reimbursement for the products and services under our agreement. This means that we are not financially responsible for claims payment for groups that are self-funded or that are not affiliated with us.

We may assign this agreement to any entity that is an affiliate of UnitedHealthcare Insurance Company at the time of the assignment.

**This is it**

---

This contract, the appendices and the items referenced in the attached Appendix 1, constitute our entire understanding. It replaces any other agreements or understandings with regard to the same subject matter - - oral or written - - that you have with us or any of our affiliates.

Federal law and the applicable law of the jurisdiction where you provide health care services govern our agreement. Such laws and the rules and regulations promulgated under them, when they are applicable, control and supersede our agreement. The Regulatory Appendix referenced in Appendix 1, and any attachment to it, is expressly incorporated to govern our agreement and is binding on both of us. In the event of any inconsistent or contrary language between the Regulatory Appendix (when it applies) and any other part of our agreement, including but not limited to appendices, amendments and exhibits, the Regulatory Appendix will control.



**Conclusion**

If you agree with these terms, please execute both copies of the agreement below and return them to us. With your signature, you confirm you understand the contract, including the dispute resolution procedures described in the section of this agreement entitled “What if we do not agree”, the appendices and the items referenced in the attached Appendix 1.

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

**AGREED BY:**

**Medical Group:**

Address to be used for giving notice under the agreement:

Signature: \_\_\_\_\_  
Print Name and Title: \_\_\_\_\_

Street: \_\_\_\_\_  
City: \_\_\_\_\_

DBA (if applicable): \_\_\_\_\_

State: \_\_\_\_\_ Zip Code \_\_\_\_\_

Date: \_\_\_\_\_ TIN \_\_\_\_\_

E-mail: \_\_\_\_\_

National Provider Identification (NPI) Number: \_\_\_\_\_

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

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

For office use only:

Month, day and year in which agreement is first effective: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

## Appendix 1

---

We include as part of our agreement the following additional materials that bind you and us:

<b>Appendix 2</b>	<p><b>Definitions, Products and Services</b>            This appendix sets forth definitions for our “customer” and “participating entities” as well as lists the type of benefit contracts offered to our customers.</p>
<b>Payment Appendices</b>	<p><b>Fee Information Document</b> includes: Fee Specifications Document, Fee Schedule Sample, and Additional Information About Your Fee Schedule. Further information about the fee schedule (such as additional fee samples) can be requested by writing to [UnitedHealthcare Contract Support, Attention: Imaging Center, 2300 W Plano Pkwy #C1E105, Plano, TX 75075-8427] or through our website at <a href="http://www.UHCprovider.com">www.UHCprovider.com</a>.</p>
<b>Appendix 3</b>	<p>This document provides information about the members of your professional staff.</p>
<b>Appendix 4</b>	<p>This document provides information about your practice locations.</p>
<b>State Regulatory Requirements Appendix</b>	<p>In some instances, states add requirements to our agreement that are set forth in this appendix.</p>
<b>Medicare Regulatory Requirements Appendix</b>	<p>(This appendix applies only if you are in our Medicare network.)            Your participation in our network for customers with Medicare benefit contracts is subject to additional Medicare requirements set forth in this appendix.</p>
<b>Medicaid and/or CHIP Regulatory Requirements Appendix(ices)</b>	<p>(These appendix(ices) apply only if you are in our Medicaid and/or CHIP network.)            Your participation in our network for customers with Medicaid or CHIP benefit contracts is subject to additional requirements set forth in these appendix(ices).</p>
<b>Administrative Guide</b>	<p>Our Administrative Guide governs the mechanics of our relationship. Our Administrative Guide may be viewed by going to <a href="http://www.UHCprovider.com">www.UHCprovider.com</a>, and it will also be made available to you upon request. We may make changes to the Administrative Guide or other administrative protocols upon 30 days electronic or written notice to you.</p> <p>[Additionally, for some of the benefit contracts for which you may provide covered services under this agreement, you are subject to additional requirements of one or more additional provider manuals (“Additional Manuals”). When this agreement refers to protocols or reimbursement 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 Care Provider Administrative Guide (“UnitedHealthcare Administrative Guide”).</p>

For benefit contracts 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 reimbursement policy. However, the Additional Manual does not control where it conflicts with applicable statutes or regulations.

The Additional Manuals will be made available to you on a designated website and upon request. The names of the Additional Manuals, the websites to view and download them, and the benefit contracts to which they apply, are listed in Table 1 below. We may change the location of a website or the customer identification card identifier used to identify customers subject to a given Additional Manual; if we do so, we will inform you.

We may make changes to the Additional Manuals subject to this provision in accordance with the provisions of this agreement relating to protocol and reimbursement policy changes.

**CLM QUESTION: Will additional manuals apply? (Yes/No)**

**CLM DRAFTING NOTE on Yes:** If there is only 1 option in your market, it will automatically populate in Appendix 1 with no further questions. If there are more than 1 option, you will be presented with a listing for selection purpose.

**CLM FOLLOWUP QUESTION (if needed):** Additional Manuals: \_ Which of the following will be included?

**Table 1.**

<b>Benefit Contract</b>	<b>Description of Applicable Additional Manual</b>	<b>Website</b>
<b>[No Additional Manuals Apply]</b>		
[Ohio Medicaid Benefit Contracts]	UnitedHealthcare Community Plan of Ohio Physician, Health Care Professional, Facility and Ancillary Provider Care Provider Manual: Medicaid	www.UHCprovider.com]
[Ohio Medicare and Medicaid Enrollees Benefit Contracts]	UnitedHealthcare Community Plan of Ohio Physician, Health Care Professional, Facility and Ancillary Provider Care Provider Manual: UnitedHealthcare Connected for MyCare Ohio	www.UHCprovider.com]
[Hoosier Care Connect Medicaid Benefit Contracts]	Care Provider Manual for Physician, Health Care Professional, Facility and Ancillary - - Indiana - - Hoosier Care Connect	www.UHCprovider.com]
[Kentucky Medicaid and	UnitedHealthcare Community Plan Physician, Health Care	www.UHCprovider.com]

	CHIP Benefit Contracts	Professional, Facility and Ancillary Administrative Guide		
	[Michigan Medicaid Benefit Contracts and Michigan CHIP Benefit Contracts, including but not limited to Michigan Children’s Special Health Care Services Benefit Contracts	UnitedHealthcare Community Plan of Michigan Physician, Health Care Professional, Facility and Ancillary Care Provider Manual	www.UHCprovider.com]	
	[Pennsylvania Medicaid, CHIP, Healthy Pennsylvania Program	Pennsylvania UnitedHealthcare Community Plan Physician, Health Care Professional, Facility and Ancillary Administrative Guide.	www.UHCprovider.com]	
<b>Credentialing Plan</b>	<p>To review our credentialing plan, visit <a href="http://www.UHCprovider.com">www.UHCprovider.com</a>. This plan requires your professional staff to be covered by malpractice insurance in amounts with carriers and on terms and conditions that are customary for professionals like them in your community. To request access to, or a copy of, our credentialing plan, write to [UnitedHealthcare Contract Support, Attention: Imaging Center, 2300 W Plano Pkwy #C1E105, Plano, TX 75075-8427].</p>			

## **Appendix 2**

### **Definitions, Products and Services**

**Section 1. Customer.** Individuals who are enrolled in benefit contracts insured or administered by us or any participating entity are included in our use of the phrase “customer” in this agreement.

**Section 2. Participating entities.** The following entities have access to our agreement:

- UnitedHealthcare Insurance Company and its affiliates;
- Groups receiving administrative services from UnitedHealthcare Insurance Company or its affiliates or that have arranged for network access through an entity that has contracted with UnitedHealthcare Insurance Company or one of its affiliates.

**Section 3. Products and services.**

a. We may allow participating entities to access your services under this agreement for the benefit contract types described in each line item below, unless otherwise specified in section 3b of this Appendix 2:

- [Benefit contracts 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 contracts may or may not include an out-of-network benefit.]
- [Benefit contracts where customers are offered a network of participating providers but are not required to select a primary physician. Such benefit contracts may or may not include an out-of-network benefit.]
- [Benefit contracts where customers are not offered a network of participating providers from which they may receive covered services.]
- [Group PPO Medicare Advantage Benefit Contracts.]
- [Medicare Advantage Benefit Contracts.]
- [Ohio Medicare and Medicaid Enrollees Benefit Contracts.]
- [Ohio Medicaid Benefit Contracts.]
- [Hoosier Care Connect Medicaid Benefit Contracts.]
- [Kentucky Medicaid and CHIP Benefit Contracts.]
- [Michigan Medicaid Benefit Contracts and Michigan CHIP Benefit Contracts, including but not limited to Michigan Children’s Special Health Care Services Benefit Contracts.]
- [Pennsylvania Medicaid Benefit Contracts.]
- [Pennsylvania CHIP Benefit Contracts.]
- [Individual Exchange Benefit Contracts.]

- [Additional Network Benefit Contracts. As used here Additional Network Benefit Contracts means commercial narrow network benefit contract types in which you do not participate, as described in section 3b of this Appendix 2, but that provide for an additional network of providers for outpatient emergency services, inpatient services following an emergency admission, urgent care services and services pre-approved by United. Additional Network Benefit Contract types will be identified by the notation “W500” on the customer’s ID card. We may modify this ID card notation in the future, and will provide you with the updated information.]

**b.** Notwithstanding the above section 3a of this Appendix 2, this agreement will not apply to the benefit contract types described in the following line items:

- [This agreement does not apply to commercial benefit contracts other than those described in section 1, above.] *Drafting Note: Add this bullet when excluding all commercial network benefit contracts (gatekeeper and open access contracts) as well as commercial non-network benefit contracts.*
- [Benefit contracts 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 contracts may or may not include an out-of-network benefit.]
- [Benefit contracts where customers are offered a network of participating providers but are not required to select a primary physician. Such benefit contracts may or may not include an out-of-network benefit.]
- [Benefit contracts where customers are not offered a network of participating providers from which they may receive covered services.]
- [Medicare Advantage Benefit Contracts other than Group PPO Medicare Advantage Benefit Contracts.]
- [Medicare Advantage Benefit Contracts.]
- [Ohio Medicare and Medicaid Enrollees Benefit Contracts.]
- Medicare and Medicaid Enrollees (MME) Benefit Contracts other than those separately addressed in this Appendix 2.
- [Individual Exchange Benefit Contracts.]
- Benefit contracts for Medicare Select
- Benefit contracts for workers’ compensation benefit programs.
- Medicare Advantage Private Fee-For-Service benefit contracts and Medicare Advantage Medical Savings Account benefit contracts.
- [Ohio Medicaid Benefit Contracts.]
- [Hoosier Care Connect Medicaid Benefit Contracts.]
- [Kentucky Medicaid and CHIP Benefit Contracts.]

- [Michigan Medicaid Benefit Contracts and Michigan CHIP Benefit Contracts, including but not limited to Michigan Children’s Special Health Care Services Benefit Contracts.]
- [Pennsylvania Medicaid Benefit Contracts.]
- [Pennsylvania CHIP Benefit Contracts.]
- Medicaid Benefit Contracts other than those separately addressed in this Appendix 2.
- CHIP Benefit Contracts.
- Other Governmental Benefit Contracts.
- [UnitedHealthcare Navigate Benefit Contracts. As used here, UnitedHealthcare Navigate Benefit Contracts means commercial narrow network benefit contracts 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 a name that includes the word "Navigate". References to "UnitedHealthcare Navigate" also apply to any brand name adopted by us in the future to supplement and/or replace "UnitedHealthcare Navigate".]
- [UnitedHealthcare Core Benefit Contracts. As used here, UnitedHealthcare Core Benefit Contracts means commercial narrow network benefit contracts marketed under a name that includes the word “Core”. References to "UnitedHealthcare Core" also apply to any brand name adopted by us in the future to supplement and/or replace "UnitedHealthcare Core".]
- [UnitedHealthcare Charter Benefit Contracts. As used here, UnitedHealthcare Charter Benefit Contracts means commercial narrow network benefit contracts 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 a name that includes the word "Charter". References to "UnitedHealthcare Charter" also apply to any brand name adopted by us in the future to supplement and/or replace "UnitedHealthcare Charter".]

***Note: Excluding certain benefit contracts or programs from this agreement does not preclude the parties or their affiliates from having or entering into a separate agreement providing for your participation in a network for such benefit contracts or programs.***

**Section 4. Definitions:**

Note: We may adopt a different name for a particular benefit contract, and/or may modify information referenced in the definitions in this Appendix 2 regarding customer identification cards. If that happens, section 3a or section 3b of this Appendix 2 will continue to apply to those benefit contracts as it did previously, and we will provide you with the updated information. Additionally, we may revise the definitions in this Appendix 2 to reflect changes in the names or roles of our business units, provided that doing so does not change your participation status in benefit contracts impacted by that change, and further provided that we provide you with the updated information.

**MEDICARE:**

- **Medicare Advantage Benefit Contracts** means benefit contracts 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.
- **[PPO Medicare Advantage Benefit Contracts** means Medicare Advantage Benefit Contracts that (A) have a network of providers that have agreed to a contractually specified reimbursement for covered benefits with the organization offering the plan; (B) provide for reimbursement for all covered benefits regardless of whether the benefits are provided within the network of providers; and (C) are offered by an organization that is not licensed or organized under state law as an HMO.
- **Group PPO Medicare Advantage Benefit Contracts** means PPO Medicare Advantage Benefit Contracts that are employer/union-only group waiver Medicare Advantage Benefit Contracts that offer customized benefits offered exclusively to eligible members of an employer/union group. These benefit contracts will include a reference to “UnitedHealthcare Group Medicare Advantage (PPO)” on the face of the valid identification card of any customer eligible for and enrolled in those benefit contracts.]
- **Medicare and Medicaid Enrollees (MME) Benefit Contracts** means the CMS sponsored Financial Alignment Demonstration Plan providing integrated care benefits for individuals eligible for both the state Medicaid program and the Medicare program (Parts A, B, C and D). At such time as this benefit contract is no longer a demonstration project and is fully implemented in the state, this definition will be interpreted to refer to the fully implemented plan.

#### **MEDICAID, CHIP AND OTHER STATE PROGRAMS:**

- **Medicaid Benefit Contracts** means benefit contracts 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.
- **Ohio Medicaid Benefit Contracts** means Medicaid Benefit Contracts issued in Ohio that include a reference to “UnitedHealthcare Community Plan” on the valid identification card of any Customer eligible for and enrolled in that benefit contract.
- **[Hoosier Care Connect Medicaid Benefit Contracts** means Medicaid Benefit Contracts issued in Indiana that include a reference to “UnitedHealthcare Community Plan” and “Hoosier Care Connect (HCC)” on the face of the valid identification card of any Customer eligible for and enrolled in that Benefit Plan.]
- **[Kentucky Medicaid and CHIP Benefit Contracts** are Medicaid and CHIP Benefit Contracts issued in Kentucky that include a reference to “UnitedHealthcare Community Plan” on the identification card of any Customer eligible for and enrolled in that Benefit Plan.]
- **[Michigan Medicaid Benefit Contracts** means Medicaid Benefit Contracts issued in Michigan under the program that is now known as the Comprehensive Health Care Program (“CHCP”), as that program name may change from time to time, that have a reference to “Michigan” on the identification card of any Customer eligible for and enrolled in that Benefit Plan.]



- **[Michigan Children’s Special Health Care Services Benefit Contracts (“CSHCS”)]** means a Medicaid Benefit Plan, within the Michigan Department of Community Health (“MDCH”) to find, diagnose, and treat children in Michigan who have chronic illnesses or disabling conditions, that include a reference to “Michigan” on the identification card of any Customer eligible for and enrolled in that Benefit Plan. CSHCS is mandated by the Michigan Public Health Code, Public Act 368 of 1978, in cooperation with the federal government under Title V of the Social Security Act and the annual MDCH Appropriations Act.]
- **[Pennsylvania Medicaid Benefit Contracts]** means Medicaid Benefit Contracts issued in Pennsylvania that include a reference to "UnitedHealthcare Community Plan for Families” on the valid identification card of any Customer eligible for and enrolled in that Benefit Plan.]
- **Children’s Health Insurance Program (“CHIP”) Benefit Contracts** means benefit contracts 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.
- **[Michigan CHIP Benefit Contracts]** means CHIP Benefit Contracts issued in Michigan that include a reference to “Michigan” on the valid identification card of any Customer eligible for and enrolled in that Benefit Plan.]
- **[Pennsylvania CHIP Benefit Contracts]** means CHIP Benefit Contracts issued in Pennsylvania that include a reference to “UnitedHealthcare Community Plan for Kids” on the valid identification card of any Customer eligible for and enrolled in that Benefit Plan.]
- **Other Governmental Benefit Contracts** means benefit contracts 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 contracts 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;
  - v) Children’s Health Insurance Program (CHIP) beneficiaries; and
  - vi) Medicare and Medicaid Enrollees (MME).

**OTHER:**

- **Individual Exchange Benefit Contracts** means benefit contracts administered pursuant to the federal Patient Protection and Affordable Care Act including benefit contracts marketed through Individual Exchanges administered by either the federal government and/or a state government, and any off-Exchange version of such benefit contracts (but not including benefit contracts which are offered by employers or other group sponsors through an exchange mechanism, whether operated by the employer or group or by the federal or state government or other third party.)

### **Appendix 3 Professional Roster**

IMPORTANT NOTE: You acknowledge your obligation under the agreement to notify us of any change in your professionals. Failure to do so may result in denial of claims or incorrect payment.

You represent that you have provided us with a Professional Roster that includes all of the following data elements for the physicians and other professionals on your staff:

- 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 professional, you will indicate "not applicable" in the appropriate field. Acceptable formats include in writing, electronically in Excel, ANSI, or text (comma delineated) formats.

**Appendix 4  
Your Practice Locations**

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

**BILLING ADDRESS**  
All sites of service billing under all TINs listed in Appendix 4 must be included as par providers.

Practice Name \_\_\_\_\_  
 Street Address \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 Tax ID Number (TIN) \_\_\_\_\_  
 National Provider ID (NPI) \_\_\_\_\_

PRACTICE LOCATIONS (complete one for each service location)			
Primary Practice Location Address:	Address:		
	City:	State:	Zip:
	Tel #:	Fax #:	TIN:
Billing Address:	Address:		
	City:	State:	Zip:
	Tel #:	Fax #:	TIN:
Additional Service Location Address:	Address:		
	City:	State:	Zip:
	Tel #:	Fax #:	TIN:
Billing Address:	Address:		
	City:	State:	Zip:
	Tel #:	Fax #:	TIN:
Mailing Address:	Address:		
	City:	State:	Zip:
	Tel #:	Fax #:	

**HEALTH CARE PROVIDER SUMMARY DISCLOSURE FORM  
UNITEDHEALTHCARE OF OHIO, INC.**

**HEALTH CARE PROVIDER:** \_\_\_\_\_

**Provider Type:** \_\_\_\_\_ **Physician/Practitioner** \_\_\_\_\_ **Facility/Ancillary**

<b>I. Compensation and Payment</b>	
Manner of Payment:	
Physician	Facility/Ancillary
_____ <b>Fee for Service</b>	_____ <b>Fee For Service (includes fixed rates, per unit and /or fee schedule)</b>
_____ <b>Capitation</b>	_____ <b>Per Visit</b>
_____ <b>Risk</b>	_____ <b>Other</b> _____
_____ <b>Other</b>	
<b>Reimbursement Methodology: See attached Appendix</b> _____	
<b>Fee Schedule Information: Fee Schedule Samples are accessible via <a href="http://www.UHCprovider.com">www.UHCprovider.com</a> or by calling; Cleveland: 1-800-468-5001 Columbus: 1-800-328-8835 Cincinnati/Dayton (SW Ohio): 1-800-752-7106</b>	
<b>Reimbursement Policies: Claim edits may be inquired through Claim Estimator at <a href="http://www.UHCprovider.com">www.UHCprovider.com</a> or by calling; Cleveland: 1-800-468-5001 Columbus: 1-800-328-8835 Cincinnati/Dayton (SW Ohio): 1-800-752-7106</b>	
<b>II. List of Products or Networks Covered by this Agreement</b>	
_____ <b>Options PPO</b>	_____ <b>Indemnity</b>
_____ <b>Commercial Plan other than Options PPO</b>	
_____ <b>Worker's Compensation</b>	
_____ <b>Medicare</b>	
_____ <b>Medicaid</b>	
<b>For additional detail see enclosed Benefit Plan Descriptions Appendix</b>	
<b>III. Term/Duration of Contract</b>	
Duration:	
_____ <b>Facility Participation Agreement - _____ Years, with automatic renewal for One year terms thereafter</b>	
_____ <b>Ancillary - _____ Years, with automatic renewal for One year terms thereafter</b>	
_____ <b>Simplified Physician Agreement – One Year, with automatic annual renewal</b>	
_____ <b>Practitioner Agreement – One Year, with automatic annual renewal</b>	
_____ <b>Simplified Medical Group Agreement – _____ Years, with automatic annual renewal</b>	
_____ <b>Medical Group Agreement - _____ Years, with automatic renewal for One year terms thereafter</b>	
_____ <b>Simplified Practitioner Group Agreement - _____ Years, with automatic renewal for one year terms thereafter.</b>	
<b>IV. Identity of person responsible for processing claims; Telephone Number</b>	
<b>United HealthCare Insurance Company and/or its Affiliates.</b>	
<b>Refer to Member ID Card for mailing and electronic submission of claims</b>	
<b>For information regarding the contents of this form, please call:</b>	
_____ <b>Cleveland – 1-800-468-5001</b>	
_____ <b>Columbus – 1-800-328-8835</b>	
_____ <b>Cincinnati/Dayton (SW Ohio) – 1-800-752-7106</b>	
<b>V. Dispute Resolution Process</b>	
<b>Facility and Medical Group Participation Agreements - Please refer to the <u>Dispute Resolution</u> section of the agreement.</b>	

**Simplified Physician Agreement (SPA), Practitioner Agreement (PAT), Medical Group Contract (SMGA) or Simplified Practitioner Agreement (SPGA) - Please refer to the "What if we do not agree" section of the agreement.**

**You can also find information in the Protocols section of the Administrative Guide.**

**VI. Subject and Order of Addenda**

<p>Simplified Physician Agreement/Practitioner Agreement</p> <p>_____ <b>Appendix 1 List of Appendices</b></p> <p>_____ <b>Appendix 2 – Benefit Plan Descriptions Appendix</b></p> <p>_____ <b>Payment Appendix(ices)</b></p> <p>_____ <b>Appendix 3 _____</b></p> <p>_____ <b>Appendix 4 _____</b></p> <p>_____ <b>Medicare Regulatory Appendix</b></p> <p>_____ <b>Medicaid Regulatory Appendix, including Medicaid Addendum</b></p> <p>_____ <b>Ohio Regulatory Appendix</b></p>	<p>Simplified Medical Group Agreement</p> <p>_____ <b>Appendix 1 (depending on template type)</b></p> <p>_____ <b>Appendix 2 – Benefit Plan Descriptions Appendix</b></p> <p>_____ <b>Payment Appendix(ices)</b></p> <p>_____ <b>Appendix 3 _____</b></p> <p>_____ <b>Appendix 4 _____</b></p> <p>_____ <b>Medicare Regulatory Appendix</b></p> <p>_____ <b>Medicaid Regulatory Appendix, including Medicaid Addendum</b></p> <p>_____ <b>Ohio Regulatory Appendix</b></p>
<p>Medical Group Agreement</p> <p>_____ <b>Appendix 1 (depending on template type)</b></p> <p>_____ <b>Appendix 2 – Benefit Plan Descriptions Appendix</b></p> <p>_____ <b>Additional Manuals</b></p> <p>_____ <b>Payment Appendix(ices)</b></p> <p>_____ <b>Medicare Regulatory Appendix</b></p> <p>_____ <b>Medicaid Regulatory Appendix, including Medicaid Addendum</b></p> <p>_____ <b>Ohio Regulatory Appendix</b></p>	<p>Facility Participation Agreement</p> <p>_____ <b>Appendix 1 (depending on template type)</b></p> <p>_____ <b>Appendix 2 – Benefit Plan Descriptions Appendix</b></p> <p>_____ <b>Additional Manuals</b></p> <p>_____ <b>Payment Appendix(ices)</b></p> <p>_____ <b>Medicare Regulatory Appendix</b></p> <p>_____ <b>Medicaid Regulatory Appendix, including Medicaid Addendum</b></p> <p>_____ <b>Ohio Regulatory Appendix</b></p>
<p>Ancillary Agreement</p> <p>_____ <b>Appendix 1 (depending on template type)</b></p> <p>_____ <b>Appendix 2 – Benefit Plan Descriptions Appendix</b></p> <p>_____ <b>Additional Manuals</b></p> <p>_____ <b>Payment Appendix(ices)</b></p> <p>_____ <b>Medicare Regulatory Appendix</b></p> <p>_____ <b>Medicaid Regulatory Appendix, including Medicaid Addendum</b></p> <p>_____ <b>Ohio Regulatory Appendix</b></p>	<p>Simplified Practitioner Agreement</p> <p>_____ <b>Appendix 1 List of Appendices</b></p> <p>_____ <b>Appendix 2 – Benefit Plan Descriptions Appendix</b></p> <p>_____ <b>Payment Appendix(ices)</b></p> <p>_____ <b>Appendix 3 _____</b></p> <p>_____ <b>Appendix 4 _____</b></p> <p>_____ <b>Medicare Regulatory Appendix</b></p> <p>_____ <b>Medicaid Regulatory Appendix, including Medicaid Addendum</b></p> <p>_____ <b>Ohio Regulatory Appendix</b></p>

**IMPORTANT INFORMATION - PLEASE READ CAREFULLY**

**The information provided in this Summary Disclosure Form is a guide to the attached Health Care Contract as defined in section 3963.01(G) of the Ohio Revised Code. The terms and conditions of the attached Health Care Contract constitute the contract rights of the parties.**

**Reading this Summary Disclosure Form is not a substitute for reading the entire Health Care Contract. When you sign the Health Care Contract, you will be bound by its terms and conditions. These terms and conditions may be amended over time pursuant to section 3963.04 of the Ohio Revised Code. You are encouraged to read any proposed amendments that are sent to you after execution of the Health Care Contract.**

**Nothing in this Summary Disclosure Form creates any additional rights or causes of action in favor of either party.**