



**MEDICARE ADVANTAGE PRIMARY CARE PHYSICIAN
INCENTIVE PROGRAM
TERMS AND CONDITIONS
EFFECTIVE JANUARY 1, 2023**

These Medicare Advantage Primary Care Physician Incentive Program Terms and Conditions (“Terms and Conditions”) govern the Medicare Advantage Primary Care Physician Incentive (“MA-PCPi”) Program. Provider must have received a unilateral amendment or executed and timely returned a bilateral amendment to participate in this Program.

A Provider that participates in the MA-PCPi Program will receive bonus payments from United if the requirements and conditions described in these Terms and Conditions are met.

**Article 1
Annual Care Visit Bonus Opportunities**

To be eligible for the Annual Care Visit Bonus Opportunities, Provider must conduct a qualifying Annual Care Visit (ACV) during the MA-PCPi Term.

1.1 Annual Care Visit (ACV) Bonus: Provider will be eligible to receive an ACV Bonus, as set forth in the table below, for each qualifying ACV that Provider conducts for a MA-PCPi Customer. The codes that qualify for an ACV are identified in the glossary tab of the PCOR.

1.2 High Priority MA-PCPi Customer ACV Bonus: Provider will be eligible to receive a High Priority MA-PCPi Customer ACV Bonus for each qualifying ACV that Provider conducts for a High Priority MA-PCPi Customer.

Subject to the Eligibility for Bonus Payments requirements in Article 4, payment for each of these ACV bonus opportunities will be made according to the table below:

Dates of ACV	Payment Date*	ACV Bonus	High Priority MA-PCPi Customer ACV Bonus
Jan. 1 – March 31	June 30, 2023	\$25	\$150
April 1- June 30	Sept. 30, 2023	\$25	\$150
July 1 – Sept. 30	Dec. 31, 2023	\$25	\$100
Oct. 1 – Dec. 31	May 31, 2024	\$25	\$150

*To ensure Provider is reimbursed as outlined above, United will review Provider's claims and data submissions for the previous quarter(s) and make additional payments, if applicable.

1.3 ACV Quality Bonus: Provider will be eligible to receive an additional bonus of \$75 for each qualifying ACV that Provider conducts if Provider achieves an Average Star Rating of 4.0 or greater. Payment will be made no later than 150 days after the end of the MA-PCPi Term.

Article 2 Achievement Bonus Opportunity

2.1 Average Star Rating Bonus: With respect to a given MA-PCPi Term, Provider will be eligible to receive an Average Star Rating Bonus if Provider achieves an Average Star Rating of 3.75 or greater across all eligible MA-PCPi Measures in the MA-PCPi Measures and STAR Thresholds Table. United will determine whether Provider has met the criteria for the Average Star Rating Bonus by using data as described below.

a. HEDIS Measures

United will use data available from:

1. Claims and encounter data timely received by United and available through the applicable reporting system(s) at the time United creates the reports described in Article 4.1. Claims and encounter data are considered timely if they are processed and/or paid by United no later than March 31st following the end of the applicable MA-PCPi Term; and
2. Other supplemental data sources that meet CMS and/or HEDIS documentation requirements and have been timely submitted for dates of service within the MA-PCPi Term. Supplemental data sources are considered timely submitted if they are submitted to United no later than January 10th following the end of the applicable MA-PCPi Term.

United will compute Provider's Average Star Rating as follows:

3. For each HEDIS Measure as identified in the table below, United will calculate Provider's Actual HEDIS Compliance Percentage. If United cannot calculate the Actual HEDIS Compliance Percentage for a particular HEDIS Measure under this Article because the number of MA-PCPi Customers identified as eligible for that measure is zero, then such measure will be excluded from consideration for payment.
4. The computations will be based on HEDIS guidelines and will include data for services rendered during the HEDIS review period applicable to the particular HEDIS Measure, using the HEDIS look back period assigned to the measure. The review period will run through the last day of the applicable MA-PCPi Term.
5. United will use Provider's Actual HEDIS Compliance Percentage for each HEDIS Measure to determine Provider's Quality Rating for each HEDIS Measure.

b. Patient Experience Measures

United will use the data available from a United survey of MA Customers to determine Provider's performance for the Patient Experience Measures of Getting Needed Care, Care Coordination, and Doctor Patient Conversations ("Survey Measures"). The United survey will include questions similar to those in the Consumer Assessment of Healthcare Provider & Systems Survey (CAHPS) and the Health Outcomes Survey (HOS) administered by CMS. United will compute Provider's Performance Percentage for each Survey Measure by calculating the average of all the responses for each measure.

If United cannot calculate Provider's Performance Percentage for a particular Survey Measure under this Article because the number of MA Customers identified as eligible for the measure is zero, then the measure will be excluded from consideration for payment.

United will use Provider's Performance Percentage to determine Provider's Quality Rating for each Survey Measure. For example, if Provider's Performance Percentage on Getting Needed Care is 92%, Provider's corresponding Quality Rating for this Measure is 4.

c. Average Star Rating Calculation

United will use Provider’s Quality Rating for each MA-PCPi Measure to calculate Provider’s Average Star Rating. MA-PCPi Measures identified as having a weight of three will also be assigned a weight of three for purposes of calculating Provider’s Average Star Rating. The calculation of Provider’s Average Star Rating will be measured to the second decimal and will not be rounded up or down to the nearest half star. For example, an Average Star Rating of 3.75 will not be rounded up to 4.00.

MA-PCPi Measures and STAR Thresholds Table

					PREDICTIVE HEDIS COMPLIANCE PERCENTAGE THRESHOLDS				
2023 Star ID*	CMS STAR Weight *	Measure Name*	Description*	Period*	1 STAR	2 STAR	3 STAR	4 STAR	5 STAR
C01	1	Breast Cancer Screening (BCS)	Percentage of female plan members aged 50-74 who had a mammogram during the past two years	October 1 st , 2021, through December 31 st 2023	<51%	51%	64%	73%	81%
C02	1	Colorectal Cancer Screening (COL)	Percentage of members 50-75 years of age who had one or more appropriate screenings for colon cancer: Yearly fecal occult blood test (FOBT), or every 3 years FIT-DNA test , or every 5 years flexible sigmoidoscopy, or every 10 years colonoscopy	FOBT: Current calendar year FIT-DNA: During the measurement period or the two years prior to the measurement period Flex Sig: Current calendar year to previous 4 calendar years Colonoscopy: Current calendar year to previous 9 calendar years	<56%	56%	66%	74%	81%
C09	1	Eye Exam for Patients with Diabetes (EED)	Percentage of members ages 18–75 with diabetes (Types 1 and 2) who had any one of the following: · Retinal or dilated eye exam by an optometrist or ophthalmologist in the measurement year · Negative retinal or dilated eye exam by an optometrist or ophthalmologist in the year prior to the measurement year · Automated or Artificial Intelligence Exam by any provider type	Retinal or dilated eye exam: Current calendar year Negative retinal or dilated eye exam: During the measurement period or the year prior to the measurement Period Bilateral eye enucleations: During the measurement period or at any point prior to the measurement period	<50%	50%	64%	73%	82%

			<ul style="list-style-type: none"> · in the measurement year. · Negative Automated or Artificial Intelligence Exam by any provider type in the measurement year or the year prior · Bilateral eye enucleations any time during their history through Dec. 31 of the measurement year 						
C11	3	Hemoglobin A1c Control for Patients With Diabetes (HBD)	Percentage of members 18-75 years of age with diabetes who had HbA1c control ($\leq 9.0\%$) based on LAST documented measurement of the year	Current calendar year	<56%	56%	70%	80%	88%
D08	3	Medication Adherence for Diabetes Medications (MAD)	Percentage of members 18 years of age or older with at least 2+ prescription fill for diabetes medication (excluding insulin) who fill their prescription often enough to cover having diabetes medication(s) on hand at least 80% of the time during the measurement period	Current calendar year	<81%	81%	85%	88%	92%
D09	3	Medication Adherence for Hypertension (RAS antagonists) (MAH)	Percentage of members 18 years of age or older with at least 2+ prescription fills for RAS Antagonist who fill often enough to cover having their blood pressure medication on hand often enough to cover at least 80% of the time during the measurement period	Current calendar year	<82%	82%	86%	89%	91%
D10	3	Medication Adherence for Cholesterol (Statins) (MAC)	Percentage of members 18 years of age or older with at least 2+ prescription fills for Statin medication who fill often enough to cover having their Statin	Current calendar year	<81%	81%	85%	89%	92%

			medication on hand often enough to cover at least 80% of the time during the measurement period						
C16	1	Statin Therapy for Patients with Cardiovascular Disease (SPC)	Percentage of males 21-75 years of age and females 40-75 years of age who were identified as having atherosclerotic cardiovascular disease (ASCVD) AND were dispensed at least one high or moderate intensity statin medication during the measurement year	Current calendar year	<79%	79%	83%	86%	90%
D12	1	Statin Use in Persons with Diabetes (SUPD)	Percentage of members 40-75 years of age who were dispensed at least two diabetes medication fills AND who received at least one fill of a statin medication in the measurement period	Current calendar year	<82%	82%	85%	88%	92%
					PATIENT EXPERIENCE PERFORMANCE PERCENTAGES				
	Weight	Measure Name	Description	Period	1 STAR	2 STAR	3 STAR	4 STAR	5 STAR
NA	4	Getting Needed Care	Members who have had a primary care visit and responded to a survey about their visit experience. Members are only eligible to receive a survey once every six months.	Current calendar year	NA	<88%	88%	92%	95%
NA	4	Care Coordination			NA	<84%	84%	88%	93%
NA	2	Doctor Patient Conversations			NA	<52%	52%	58%	66%

* Except for the Patient Experience measures, the information in this table is subject to change from time to time at CMS' discretion. With the exception of the Predictive HEDIS Compliance Percentage Thresholds, the table shows the information for the 2023 Star ratings effective January 1, 2023. The Predictive HEDIS Compliance Percentage Thresholds are based on United's predictive methodology for the 2024 Star year. For final evaluation of the Average Star Rating Bonus, United will use the most recently published CMS information as of the time United calculates Provider's Average Star Rating. The Patient Experience measures are United measures and the weights and performance percentages are determined by United. For final evaluation of the Average Star Rating Bonus Patient Experience components, United has the right to adjust the thresholds for these measures based on national historic performance as long as the adjustment benefits Provider.

2.2 Average Star Rating Bonus: If, for a given MA-PCPi Term, Provider qualifies for the Average Star Rating Bonus, United will calculate Provider's Bonus as the applicable payment amount from the table below. United will pay Provider no later than 150 days after the end of the MA-PCPi Term, subject to the Eligibility for Bonus Payments requirements in Article 4.

Provider Average Star Rating	Payment for Average Star Rating Bonus <i>(PMPY: Per MA-PCPi Customer per year noted in the final reporting)</i>
4.75 and above	\$125.00 PMPY
4.74-4.50	\$80.00 PMPY
4.49 - 4.00	\$40.00 PMPY
3.99 - 3.75	\$20.00 PMPY
3.74 and below	\$0.00

2.3 Reconsideration: Within 30 days after receiving the final reports for the MA-PCPi Term, Provider agrees to notify United electronically or in writing of any disagreements with their final performance on the Average Star Rating Bonus with the exception of the Getting Needed Care, Care Coordination, and Doctor Patient Conversations measures, which are not subject to reconsideration. Provider’s written notification must include the following: a) the United determination at issue; and b) detailed information, including, but not limited to, member level identifiers, Measure(s) in dispute, any relevant dates, copies from the member’s medical chart, and any other relevant information to support the review request. United will only consider complete review requests and requests that will result in the Provider’s Average Star Rating meeting or exceeding an Average Star Rating of 3.75 as demonstrated by documentation required by United. If Provider’s request for reconsideration will not result in the Provider’s Average Star Rating meeting or exceeding 3.75, United will not consider the request. If, however, Provider requests reconsideration for meeting or exceeding an Average Star Rating of 3.75, but upon United’s review, Provider still fails to achieve or exceed the 3.75 target, United will at that time also review Provider’s performance to determine whether Provider may have earned other bonuses under the Program. United will respond to Provider within 45 days after receiving Provider’s notification. Reconsideration determinations are final and Provider is not permitted a second reconsideration request. If United does not receive notification within 30 days from the date United provided the final reports, Provider will have been deemed to waive any rights to pursue any dispute relating to that MA-PCPi Term.

Article 3
Average Star Rating Improvement Bonus

3.1 Average Star Rating Improvement Bonus: With respect to a given MA-PCPi Term, Provider will be eligible to receive an Average Star Rating Improvement Bonus if Provider meets requirements outlined below:

- a. **Eligibility.** To be eligible to receive the Average Star Rating Improvement Bonus, Provider must have increased their 2023 Average Star Rating over their 2022 Average Star Rating by 0.5 Star or greater.
- b. **Average Star Rating Improvement Bonus Requirements.**

If Provider participated in the 2022 MA-PCPi Program, United will calculate the Average Star Rating as described in these MA-PCPi Terms and Conditions and will use the 2022 and 2023 final reporting to determine the Average Star Rating increase, if any. The 2022 final reporting will not include any changes in 2022 Average Star Rating that resulted from a 2022 Reconsideration.

If Provider did not participate in the 2022 MA-PCPi Program, United will determine Provider’s 2022 Average Star Rating using the MA-PCPi Measures and methodology set forth in the 2022 MA-PCPi Terms and Conditions. United will apply that methodology to United’s determination of who Provider’s MA-PCPi Customers would have been for the 2022 MA-PCPi Term. United will be solely responsible for determining Provider’s 2022 Average Star Rating under these circumstances.

In all cases, United’s computation logic relies on a consistent unique numerical identifier (i.e. Tax Identification Number or Provider Group Identification Number) to allow for an accurate comparison of Provider’s performance in 2022 and 2023. If these unique numerical identifiers don’t remain consistent between 2022 and 2023, United

will not be able to determine Provider’s performance and Provider will not be eligible to receive the Improvement Bonus.

If Provider is eligible, United will calculate Provider’s bonus as the applicable payment amount from the table below and will pay Provider no later than 150 days after the end of the MA-PCPi Term. Provider will be eligible to earn the greater of the amount of the Average Star Rating Improvement Bonus or the Average Star Rating Bonus and will not be entitled to payment of both Bonuses.

Average Star Rating Improvement	Payment for Average Star Rating Improvement <i>(PMPY: Per MA-PCPi Customer per year noted in the final reporting)</i>
Average Star Rating Increases 0.5 -0 .99	\$20.00 PMPY
Average Star Rating Increases 1.0 – 1.49	\$30.00 PMPY
Average Star Rating Increases 1.50 – 4.00	\$40.00 PMPY

Article 4 **General Provisions that Apply to all Bonus Opportunities**

4.1 Reporting: United will make available periodic reporting for the Average Star Rating Bonus and Annual Care Visit Bonus opportunities to demonstrate Provider’s performance.

No later than 120 days after the end of a MA-PCPi Term, United will make available to Provider the final report for that MA-PCPi Term.

4.2 Eligibility for Bonus Payments: Notwithstanding anything in these Terms and Conditions to the contrary, if at the time any bonus is due the Agreement is no longer in effect, Provider’s eligibility to receive any of the bonuses in these Terms and Conditions is at United’s discretion.

4.3 Medical Record, Chart Request and Provider Data Attestation: Without limiting any other data access rights set forth elsewhere in the Agreement, Provider will permit United or its designee to conduct chart reviews of Provider’s records, specifically for the CMS required data submission, for any or all MA-PCPi Customers. On a quarterly basis, Provider will also attest to the accuracy of demographic data as described within the UnitedHealthcare Care Provider Administrative Guide. If charts or records are not furnished within the timeframe specified and/or are incomplete, or if Provider fails to attest to the accuracy of demographic data, United reserves the right to reduce or withhold payment under the MA-PCPi Program.

4.4 Overpayments: If United notifies Provider of an overpayment under the MA-PCPi Program, Provider will repay overpayments within 30 days of written or electronic notice. In addition, Provider will promptly report any overpayment under the MA-PCPi Program and will return the overpayment to United within 30 days of discovery. If Provider fails to repay overpayments as specified above, United may recover overpayments by offsets against future payments.

4.5 Termination:

- a. Provider has the right to terminate Provider’s participation in the MA-PCPi Program, effective for the next MA-PCPi Term, by giving notice electronically or in writing within 60 days after the Terms & Conditions for the next MA-PCPi Term have been communicated. Such termination will not affect the MA-PCPi Program payment determination for the MA-PCPi Term in effect prior to such termination.

- b. United has the right to terminate Provider’s participation in the MA-PCPi Program, effective for the next MA-PCPi Term, by giving notice electronically or in writing at least 30 days prior to the start of the next Term. Such termination will not affect the MA-PCPi Program payment determination for the MA-PCPi Term in effect prior to such termination.
- c. United and Provider each have the right to terminate Provider’s participation in the MA-PCPi Program immediately upon notice electronically or in writing to the other if the other party fails to comply with any requirement of these Terms and Conditions.
- d. United has the right to terminate Provider’s participation in the MA-PCPi Program immediately upon notice electronically or in writing if Provider no longer meets United’s requirements to participate in the Program.
- e. Unless otherwise authorized by United, if Provider participates in any other incentive program with United or United’s Affiliates for the same Medicare Advantage Benefit Plans that are within the scope of this MA-PCPi Program, Provider’s participation in MA-PCPi will continue at United’s sole discretion. If United terminates MA-PCPi during a MA-PCPi Term under this Article 4.5(e), Provider will not be entitled to payment under MA-PCPi for that Term.

4.6 Amendment of the MA-PCPi Terms and Conditions: United, in its sole discretion, may amend these Terms and Conditions for any future MA-PCPi Term by providing to Provider a copy of and/or electronic access to the new Terms and Conditions no later than 30 days prior to the first day of the MA-PCPi Term to which the new Terms and Conditions will apply. If Provider does not wish to continue participation in the MA-PCPi Program after review of the new Terms and Conditions, Provider has the option to terminate participation in the MA-PCPi Program as set forth in Article 4.5.

To allow United to efficiently implement new incentive programs or earning opportunities that allow Provider a chance to earn additional compensation, United will provide notice of new earning opportunities under MA-PCPi and Provider will participate in those opportunities without amendment to these Terms & Conditions so long as those opportunities only provide for increased compensation.

4.7 Agreement: When Provider and United are parties to an Agreement, none of the rights and obligations of Provider and of United under the Agreement will be modified or impaired by these Terms and Conditions, except in the event of a conflict between these Terms and Conditions and the Agreement, in which case the specific conflicting term(s) of these Terms and Conditions will govern with respect to the MA-PCPi Program.

When Provider and United are not parties to an Agreement when Provider begins participating in the MA-PCPi Program, Provider agrees and acknowledges that it is subject to the Additional Terms and Conditions in Article 6 of these Terms and Conditions. Further, Provider acknowledges that each Provider Physician is subject to the terms of the participation agreement or provider contract under which the Provider Physician participates in United’s network for Medicare Advantage Benefit Plans.

Article 5 Defined Terms

As used in these Terms and Conditions, these capitalized terms have the following meanings:

Actual HEDIS Compliance Percentage: The ratio (expressed as a percentage) of (i) the total number of MA-PCPi Customers that United shows as having met the HEDIS Measure for the period ending on the last day of the MA-PCPi Term, to (ii) the number of MA-PCPi Customers eligible for a measure for a given MA-PCPi Term. Each Actual HEDIS Compliance Percentage will be rounded up or down to the nearest whole number.

Agreement: The participation agreement or provider contract to which Provider and United are parties and under which Provider has agreed to participate in United's network for Medicare Advantage Benefit Plans.

Annual Care Visit: A care visit with a MA-PCPi Customer for which a claim is appropriately submitted with a qualifying code as identified in the glossary tab of the PCOR. Refer to uhcprovider.com for the most up to date information on telehealth requirements.

Average Star Rating: During the MA-PCPi Term, United will calculate a Quality Rating for each HEDIS Measure based on the Predictive HEDIS Compliance Percentage Thresholds in the MA-PCPi Measures and STAR Thresholds Table. United will calculate final performance based on the 2024 CMS Star Year Thresholds and not Predictive HEDIS Compliance Percentage Thresholds. United will calculate a Quality Rating for each Patient Experience Measure using the Performance Percentages in the MA-PCPi Measures and STAR Thresholds Table. United will then average all of the MA-PCPi Measure Quality Ratings, including the Patient Experience Measures, for an overall rating.

Benefit Plan: A certificate of coverage, summary plan description, or other document or agreement, whether delivered in paper, electronic, or other format, under which United is obligated to provide coverage for a Customer.

Customer: A person eligible for, enrolled in and entitled to receive coverage from United for a health care service or product, according to the terms of the United Benefit Plan.

HEDIS Measures: Healthcare Effectiveness Data and Information Set (HEDIS) is a set of performance measures and specifications created by the National Committee for Quality Assurance (NCQA) to allow consumers to compare quality performance across health plans.

High Priority MA-PCPi Customer: A MA-PCPi Customer, identified by United in the PCOR, as needing priority attention based on the MA-PCPi Customer's health history, including historical engagement with a primary care physician and other factors impacting member experience, as determined by United.

MA Customer: Each Customer eligible for and enrolled in a Medicare Advantage Benefit Plan.

MA-PCPi Customer: Each Customer eligible for and enrolled in a Medicare Advantage Benefit Plan who is assigned and/or attributed for a given MA-PCPi Term by United to a Provider Physician and identified by United in the PCOR as eligible for the Program described in these Terms and Conditions.

MA-PCPi Measures: The specific HEDIS measures and the Patient Experience Measures that will be evaluated with respect to a given MA-PCPi Term to determine Provider's achievement bonus opportunities, as set forth in the MA-PCPi Measures and STAR Thresholds Table.

MA-PCPi Term: A calendar year during which Provider is eligible to participate in the MA-PCPi Program described in these Terms and Conditions (for example, January 1, 2023 through December 31, 2023).

PCOR: The Patient Care Opportunity Report, or any successor reporting, generated by United on a monthly basis that summarizes performance data about various HEDIS measures for MA-PCPi Customers, including measures that are part of the MA-PCPi Program, using United data available at the time the report is generated. The PCOR will show the Predictive HEDIS Compliance Percentage Thresholds, which are also reflected in the MA-PCPi Measures and STAR Thresholds Table above, through the September PCOR, or later as necessary. United will update the HEDIS Compliance Percentage Thresholds in the PCOR with the CMS thresholds for the 2024 Star Year in a timely manner.

Predictive HEDIS Compliance Percentage Threshold: The HEDIS Compliance Percentage Thresholds determined by United based on publicly available data on quality performance for all Medicare and Medicare Advantage members, calculated in alignment with CMS methodology.

Provider: Either (i) a physician, medical group, clinic, IPA, or PHO, that is a party to an Agreement and has met the requirements in the opening paragraph of these Terms and Conditions, or (ii) a medical group or clinic that is not a party to an Agreement, but employs or contracts with Provider Physicians and has met the requirements in the opening paragraph of these Terms and Conditions.

Provider Physician: A physician who is a doctor of medicine or osteopathy, duly licensed and qualified under the laws of the jurisdiction in which he/she provides health services to Customers, or a registered nurse practitioner or physician assistant as permitted by United's credentialing plan and state law, who meets one of the following: (i) is a Provider who is a party to an Agreement, or (ii) practices as a shareholder, partner, employee, or subcontractor of a Provider that is a party to an Agreement, or (iii) where the Provider is not a party to an Agreement, is a party to a United participation agreement or provider contract under which he/she participates in United's network for Medicare Advantage Benefit Plans and is a practicing shareholder, partner, employee, or subcontractor of that Provider. Each Provider Physician is assigned to a specific Provider based on the criteria above.

Quality Rating: A rating which is calculated by comparing the measure's percentage of MA-PCPi Customers who are adherent against the current thresholds.

United: UnitedHealthcare Insurance Company and/or the UnitedHealthcare Insurance Company affiliate(s) as named or identified in the Agreement (if Provider is a party to an Agreement), or in the MA-PCPi Program Participation Amendment (if Provider is not a party to an Agreement).

Article 6

Additional Terms and Conditions

The additional terms and conditions of this Article only apply when Provider and United are **NOT** parties to an Agreement, as set forth in Article 4.7.

6.1 Authority to Contract. Provider agrees and acknowledges that it (i) has all requisite corporate power and authority to conduct its business as presently conducted, and to agree to be bound by these Terms and Conditions, and (ii) has the unqualified authority to bind, and does bind, itself and its Provider Physicians to all of these Terms and Conditions.

6.2 Compliance with Laws and Regulations. Provider and United will comply with applicable state and federal laws and regulations, including but not limited to the requirements set forth in the Medicare Advantage Regulatory Requirements Appendix and those laws and regulations relating to confidentiality of individually identifiable health information derived from or obtained during the course of the performance of the MA- PCPi Program.

6.3 Confidentiality. Except as required by an agency of the government or by law, neither United nor Provider will disclose to any third party, including Customers, (i) any proprietary business information, not available to the general public, that it obtains from the other party; or (ii) the specific initiatives and related payment provided for under the MA-PCPi Program. Provider will assure that its Provider Physicians are likewise bound by this confidentiality obligation.

6.4 Dispute Resolution. United and Provider, with its Provider Physicians, must provide written notice of any dispute within 180 days of receiving final payment under this Program for the MA-PCPi Term. United and Provider, with its Provider Physicians, will work together in good faith to resolve any and all disputes between them (hereinafter referred to as "Disputes") relating to the MA-PCPi Program. 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 will thereafter be submitted to binding arbitration 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 will be deemed to have waived its right to pursue the dispute in any forum.

Any arbitration proceeding under the MA-PCPi Program will be conducted in Hennepin County, Minnesota. The arbitrator(s) may construe or interpret but will not vary or ignore the terms of the MA-PCPi Program and will be bound by controlling law. The arbitrator(s) will 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 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 the MA-PCPi Program affects interstate commerce the Federal Arbitration Act applies.

In the event that any portion of this Article or any part of the Terms and Conditions is deemed invalid or unenforceable, such unlawfulness, invalidity or unenforceability will not serve to invalidate any other part of this Article or the Terms and Conditions. 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.

6.5 Entire Agreement. These Terms and Conditions are the entire agreement between Provider and United with regard to the subject matter herein and supersede any prior written or unwritten agreements between Provider and United with regard to the same subject matter.

6.6 Relationship Between Parties. The relationship between United and Provider is solely that of independent contractors and nothing in the Terms and Conditions or otherwise will be construed or deemed to create any other relationship, including one of employment, agency or joint venture.

6.7 Notice. Any notice required to be given under the MA-PCPi Program will be in writing and will 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 Provider or to United, as appropriate.

6.8 Governing Law. These Terms & Conditions will be construed in accordance with the laws of the State of Minnesota.

6.9 Survival. Articles 6.2, 6.3, 6.4 and 6.8 of this Article will survive termination of the MA-PCPi Program.

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