# MEDICAID FACILITY SERVICES AGREEMENT

The term of this Medicaid Facility Agreement (the "Agreement") by and between Aetna Better Health Inc., an Illinois corporation, on behalf of itself and its Affiliates (hereinafter "Company"), and ________________________________________ ("Facility"), shall commence effective ____________, 20___ [Date to be completed by Company] (the "Effective Date"). Company and Facility may be referred to individually as a "Party" and collectively as the "Parties." The Regulatory Compliance Addendum attached to this Agreement as Exhibit A, is expressly incorporated into this Agreement and is binding upon the Parties. In the event of any inconsistent or contrary language between the Regulatory Compliance Addendum and any other part of this Agreement, including but not limited to exhibits, attachments or amendments, the Parties agree that the provisions of the Regulatory Compliance Addendum shall prevail.

**WHEREAS,** Company administers Plans for Government Sponsors that provide access to health care services to Members or arranges for the provision of health care services to Members of Government Programs; and

**WHEREAS**, Company contracts with certain health care providers and facilities to provide access to such health care services to Members; and

**WHEREAS,** Facility provides health care services to patients within the scope of its licensure or accreditation; and

**WHEREAS,** Company and Facility mutually desire to enter into an arrangement whereby Facility will become a Participating Provider and render health care services to Members; and

**WHEREAS**, in return for the provision of health care services by Facility, Company will pay Facility for Covered Services under the terms of this Agreement; and

**WHEREAS**, Facility understands and agrees that Government Sponsors or other government entities may require certain changes to the terms of this Agreement before Facility can provide services to Members under the terms of any Plans that are awarded, by the Government Sponsors, to Company.

**NOW, THEREFORE,** in consideration of the foregoing and of the mutual covenants, promises and undertakings herein, the sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the parties agree as follows:

## 1.0 DEFINITIONS

When used in this Agreement, all capitalized terms shall have the following meanings:

Affiliate. Any corporation, partnership or other legal entity (including any Plan) directly or indirectly owned or controlled by, or which owns or controls, or which is under common ownership or control with Company.

Clean Claim. A claim that can be processed without obtaining additional information from the Facility who provided the service or from a third party, except that it shall not mean a claim submitted by or on behalf of a Facility who is under investigation for fraud or abuse, or a claim that is under review for medical necessity; provided, further, unless otherwise required by law or regulation, a claim which (a) is submitted within the proper timeframe as set forth in this Agreement and (b) has (i) detailed and descriptive medical and patient data, (ii) a corresponding referral (whether in paper or electronic format), if required for the applicable claim, (iii) whether submitted via an electronic transaction using permitted standard code sets (e.g., CPT-4, ICD-9, HCPCS) as required by the applicable Federal or state regulatory authority (e.g., U.S. Dept. of Health & Human Services, U.S. Dept. of Labor, state law or regulation) or otherwise, all the data elements of the UB-04 or CMS-1500 (or successor standard) forms (including but not limited to Member identification number, national provider identifier ("NPI"),

date(s) of service, complete and accurate breakdown of services), and (c) does not involve coordination of benefits, and (d) has no defect or error (including any new procedures with no CPT code, experimental procedures or other circumstances not contemplated at the time of execution of this Agreement) that prevents timely adjudication.

Coinsurance. A payment a Member is required to make under a Plan which is determined as a percentage of the lesser of: (a) the rates established under this Agreement; or (b) Facility's usual, customary and reasonable billed charges.

Confidential Information. Any information that identifies a Member and is related to the Member's participation in a Plan, the Member's physical or mental health or condition, the provision of health care to the Member or payment for the provision of health care to the Member. Confidential Information includes, without limitation, "individually identifiable health information", as defined in 45 C.F.R. § 160.103.

Copayment. A charge required under a Plan that must be paid by a Member at the time of the provision of Covered Services, or at such other time as determined by Facility and which is expressed as a specific dollar amount.

Covered Services. Those health care services for which a Member is entitled to receive coverage under the terms and conditions of a Plan. The Parties agree that Company is obligated to pay for only those Covered Services that are determined to be medically necessary, as determined in accordance with the Member's applicable Plan.

Deductible. An amount that a Member must pay for Covered Services during a specified coverage period in accordance with the Member's Plan before benefits will be paid.

Effective Date. Defined in first paragraph of this Agreement.

Emergency Medical Condition. A medical condition manifesting itself by acute symptoms of sufficient severity (including severe pain) such that a prudent layperson, who possesses an average knowledge of health and medicine, could reasonably expect the absence of immediate medical attention to result in: (a) placing the health of the individual (or, with respect to a pregnant woman, her pregnancy or health or the health of her fetus) in serious jeopardy; (b) serious impairment to bodily functions; or (c) serious dysfunction of any bodily organ or part; or such other definition as may be required by applicable law.

Emergency Services. Covered Services furnished by a qualified provider and necessary to evaluate or stabilize an Emergency Medical Condition.

Facility. Defined in first paragraph of this Agreement.

Facility Services. Defined in Section 2.1 of this Agreement.

Government Programs. Plans operated and/or administered by Company pursuant to a State Contract.

Government Sponsor. A state agency or other governmental entity authorized to offer, issue and/or administer one or more Plans, and which, to the extent applicable, has contracted with Company to administer all or a portion of such Plan(s).

Material Change. Any change in Policies that could reasonably be expected, in Company's determination, to have a material adverse impact on (i) Facility's reimbursement for Facility Services or (ii) Facility administration.

Medically Necessary or Medical Necessity. Health care services that a physician or other applicable health care provider, exercising prudent clinical judgment, would provide to a patient for the purpose of preventing, evaluating, diagnosing or treating an illness, injury, disease or its symptoms, and that are (a) in accordance with generally accepted standards of medical practice; (b) clinically appropriate, in terms of type, frequency, extent, site and duration, and considered effective for the patient's illness, injury or disease, and (c) not primarily for the convenience of the patient, physician or other health care provider, and not more costly than an alternative service or

sequence of services at least as likely to produce equivalent therapeutic or diagnostic results as to the diagnosis or treatment of that patient's illness, injury, or disease. For these purposes "generally accepted standards of medical practice" means standards that are based on credible scientific evidence published in peer-reviewed medical literature generally recognized by the relevant medical community, or otherwise consistent with physician specialty society recommendations and the views of physicians practicing in relevant clinical areas and any other relevant factors.

Member. An individual covered by or enrolled in a Plan.

Participating Provider. Any physician, hospital, hospital-based physician, skilled nursing facility, mental health and/or substance abuse professional (which shall include psychiatrists, psychologists, social workers, psychiatric nurses, counselors, family or other therapists or other mental health/substance abuse professionals), or other individual or entity involved in the delivery of health care or ancillary services who or which has entered into and continues to have a current valid contract with Company to provide Covered Services to Members, and, where applicable, has been credentialed by Company or its designee consistent with the credentialing policies of Company or its designee, as applicable. Certain categories of Participating Providers may be referred to herein more specifically as, e.g., "Participating Physicians" or "Participating Hospitals."

Party. Company or Facility, as applicable. Company and Facility may be referred to collectively as the "Parties."

Plan. A Member's health care benefits as set forth in the State Contract. Such Plans are listed in the **Program Participation Schedule** attached hereto and made a part hereof.

Policies. The policies and procedures promulgated by Company which relate to the duties and obligations of the Parties under the terms of this Agreement, including, but not limited to: (a) quality improvement/management; (b) utilization management, including, but not limited to, precertification of elective admissions and procedures, concurrent review of services and referral processes or protocols; (c) pre-admission testing guidelines; (d) claims payment review; (e) member grievances; (f) provider credentialing; (g) electronic submission of claims and other data required by Company; and (h) any applicable participation criteria required by the State in connection with the Government Programs. Policies also include those policies and procedures set forth in the Company's and/or Government Sponsor's manuals (as modified from time to time) as Company determines appropriate in its sole discretion; clinical policy bulletins made available via Company's internet web site; and other policies and procedures, whether made available via a password-protected web site for Participating Providers (when available), by letter, newsletter, electronic mail or other media.

Post-stabilization Care Services. Covered Services relating to an Emergency Medical Condition that are provided after a Member is stabilized in order to maintain the stabilized condition, or, under circumstances defined in federal regulations, to improve or resolve the Member's condition.

Proprietary Information. Any and all information, whether prepared by a Party, its advisors or otherwise, relating to such Party or the development, execution or performance of this Agreement whether furnished prior to or after the Effective Date. Proprietary Information includes but is not limited to, with respect to Company, the development of a pricing structure, (whether written or oral) all financial information, rate schedules and financial terms which relate to Facility and which are furnished or disclosed to Facility by Company. Notwithstanding the foregoing, the following shall not constitute Proprietary Information:

(a) information which was known to a receiving Party (a "Recipient") prior to receipt from the other Party (a "Disclosing Party") (as evidenced by the written records of a Recipient);
(b) information which was previously available to the public prior to a Recipient's receipt thereof from a Disclosing Party;
(c) information which subsequently became available to the public through no fault or omission on the part of a Recipient, including without limitation, the Recipient's officers, directors, trustees, employees, agents, contractors and other representatives;

(d) information which is furnished to a Recipient by a third party which a Recipient confirms, after due inquiry, has no confidentiality obligation, directly or indirectly, to a Disclosing Party; or
(e) information which is approved in writing in advance for disclosure or other use by a Disclosing Party.

Specialty Program. A program for a targeted group of Members with certain types of illnesses, conditions, cost or risk factors.

Specialty Program Providers. Those hospitals, physicians and other providers that have been identified or designated by Company or the Government Sponsor to provide Covered Services associated with a Specialty Program.

State Contract. Company's contract(s) with Government Sponsors to administer Plans or Government Programs identified in the **Program Participation Schedule.**

## 2.0 FACILITY SERVICES AND OBLIGATIONS

2.1 Provision of Services.
Facility will make available and provide to Members covered Facility services and any related facilities, equipment, personnel or other resources necessary to provide the services according to generally accepted standards of Facility's practice ("Facility Services"). Upon written notice from Facility, Company may agree to add new or relocating facilities and locations to existing Agreement upon completion of applicable credentialing and satisfaction of all other requirements of Company. Other demographic information may be revised upon written notice from Facility.

2.2 Non-Discrimination and Equitable Treatment of Members.
Facility agrees to provide Facility Services to Members with the same degree of care and skill as customarily provided to Facility's patients who are not Members, according to generally accepted standards of Facility's practice. Facility and Company agree that Members and non-Members should be treated equitably; to that end Facility agrees not to discriminate against Members on the basis of race, gender, creed, ancestry, lawful occupation, age, religion, marital status, sexual orientation, mental or physical disability, color, national origin, place of residence, health status, source of payment for services, cost or extent of Facility Services required, or any other grounds prohibited by law or this Agreement.

2.3 Federal Law.
Company is a Federal contractor and an Equal Opportunity Employer which maintains an Affirmative Action Program. To the extent applicable to Provider, Provider, on behalf of itself and any subcontractors, agrees to comply with the following, as amended from time to time: Title XIX of the federal Social Security Act, 42 U.S.C. 1396 et seq., and regulations promulgated thereunder, Executive Order 11246, the Vietnam Era Veterans Readjustment Act of 1974, the Drug Free Workplace Act of 1988, Section 503 of the Rehabilitation Act of 1973, Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972 (regarding education programs and activities),, the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") administrative simplification rules at 45 CFR parts 160, 162, and 164, the Americans with Disabilities Act of 1990, Federal laws, rules and regulations designed to prevent or ameliorate fraud, waste, and abuse, including, but not limited to, applicable provisions of Federal criminal law, the False Claims Act (31 U.S.C. 3729 et. seq.), and the anti-kickback statute (Section 1128B(b) of the Social Security Act), and any similar laws, regulations or other legal mandates applicable to recipients of federal funds and/or transactions under or otherwise subject to any government contract of Company.

2.4 Facility Representations.

2.4.1 General Representations. Facility represents, warrants and covenants, as applicable, that: (a) it has and shall maintain throughout the term of this Agreement all appropriate license(s) and certification(s) mandated by governmental regulatory agencies; (b) it is, and will remain throughout the term of this Agreement, accredited by The Joint Commission, American Association for Accreditation of Ambulatory Surgery Facilities ("AAAASF"); American Osteopathic Association's Healthcare Facilities Accreditation Program ("HFAP"); or another applicable accrediting agency recognized by Company; (c) it is, and will remain throughout the term of this Agreement, in compliance with all applicable Federal and state laws, regulations and guidelines related to this Agreement and the services to be provided hereunder, including, without limitation, statutes and regulations related to fraud, abuse, discrimination, disabilities, confidentiality, false claims and prohibition of kickbacks; (d) it is certified to participate in the Medicaid and Medicare programs; (e) it has established an ongoing quality assurance/assessment program which includes, but is not limited to, appropriate credentialing of employees and subcontractors and shall supply to Company the relevant documentation, including, but not limited to, internal quality assurance/assessment protocols, state licenses and certifications, Federal agency certifications and/or registrations upon request; (f) all ancillary health care personnel employed by, associated or contracted with Facility who treat Members ("Ancillary Personnel"): (i) are and will remain throughout the term of this Agreement appropriately licensed and/or certified (when and as required by state law) and supervised, and qualified by education, training and experience to perform their professional duties; and (ii) will act within the scope of their licensure or certification, as the case may be; (g) its credentialing, privileging, and re-appointment procedures are in accordance with its medical staffs by-laws, regulations, and policies, comply with The Joint Commission standards, meet the querying and reporting requirements of the National Practitioner Data Bank ("NPDB") and Healthcare Integrity and Protection Data Bank ("HIPDB"), and fulfill all applicable state and Federal standards; (h) this Agreement has been executed by its duly authorized representative; and (i) executing this Agreement and performing its obligations hereunder shall not cause Facility to violate any term or covenant of any other agreement or arrangement now existing or hereinafter executed.

2.4.2 Government Program Representations. Company has or shall seek contracts to serve beneficiaries of Government Programs. To the extent Company participates in such Government Programs, Facility agrees, on behalf of itself and any subcontractors of Facility acting on behalf of Facility, to be bound by all rules and regulations of, and all requirements applicable to, such Government Programs. Facility acknowledges and agrees that all provisions of this Agreement shall apply equally to any employees, independent contractors and subcontractors of Facility who provide or may provide Covered Services to Members of Government Programs, and Facility represents and warrants that Facility shall cause such employees, independent contractors and subcontractors to comply with this Agreement, the State Contract, and all applicable laws, rules and regulations and perform all requirements applicable to Government Programs. Any such subcontract or delegation shall be subject to prior written approval by Company. With respect to Members of Government Programs, Facility acknowledges that compensation under this Agreement for such Members constitutes receipt of Federal funds. Facility agrees that all services and other activities performed by Facility under this Agreement will be consistent and comply with the obligations of Company and/or Government Sponsor under its contract(s) with the Centers for Medicare and Medicaid Services ("CMS"), and any applicable state regulatory agency, to offer Government Program. Facility further agrees to allow Government Sponsor, CMS, any applicable state regulatory agency, and Company to monitor Facility's performance under this Agreement on an ongoing basis in accordance with applicable laws, rules and regulations. Facility acknowledges and agrees that Company may only delegate its activities and responsibilities under the State Contract or any Company contract(s) with Government Sponsor, CMS and any applicable regulatory agency, to offer Government Program in a manner consistent with applicable laws, rules and regulations, and that if any such activity or responsibility is delegated by Company to Facility, the activity or responsibility may be revoked if Government Sponsor, CMS or Company determine that Facility has not performed satisfactorily.

2.4.3 Government Program Requirements. Facility, on behalf of itself and each Facility-based Physician, hereby agrees to perform its obligations under this Agreement in accordance with the terms and conditions set forth in Exhibit A.

2.4.4 Qualified Providers. Facility shall exclude any physician or other provider from performing services in connection with this agreement if such provider has been suspended or terminated from participation in Government Programs or any other government-sponsored program, including Medicare or the Medicaid program in any state.

2.4.5 Suspension or Debarment. Facility represents, warrants and covenants, as applicable, that it and each Facility -based Physician:

a. Has not within a three year period preceding the proposal submission been convicted or had a civil judgment rendered against him/her/it for commission of fraud or criminal offense in performing a public transaction or contract (local, state or federal) or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property, and has not, within a ten year period prior to the date hereof, been convicted of a criminal offense related to the provision of items or services to a federal, state or local government entity; and

b. Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity with the commission of any of the above offenses; and

c. Has not within a five year period preceding execution of this Agreement had one or more public transactions terminated for cause or fault; and

d. Is not excluded, debarred or suspended from participation in any government-sponsored program including, but not limited to, Government Programs, Medicare or the Medicaid program in any state; and

e. Will immediately report any change in the above status to Company; and

f. Will maintain all appropriate licenses to perform its duties and obligations under the Agreement.

2.5 Facility's Insurance.
During the term of this Agreement, Facility agrees to procure and maintain such policies of general and professional liability and other insurance, or a comparable program of adequately funded, actuarially sound self-insurance, at minimum levels as required by state law or, in the absence of a state law specifying a minimum limit, an amount customarily maintained by Facility in the state or region in which the Facility operates. Such insurance coverage shall cover the acts and omissions of Facility as well as those Facility's agents and employees. Facility agrees to deliver certificates of insurance or other documentation as appropriate to show evidence of such coverage to Company upon request. Facility agrees to make best efforts to provide to Company at least thirty (30) days advance notice, and in any event will provide notice as soon as reasonably practicable, of any cancellation or material modification of said policies.

2.6 Product Participation.
Facility agrees to participate in the Plans and other health benefit programs listed on the **Program Participation Schedule**. Company reserves the right to introduce and designate Facility's participation in new Plans, Specialty Programs and other programs during the term of this Agreement and will provide Facility with written notice of such new Plans, Specialty Programs and other programs and the associated compensation. To the extent that Company establishes and/or participates in a provider Pay-for-Performance incentive program or Performance Improvement Programs, Facility agrees to comply with and participate in such program.

Nothing herein shall require that Company identify, designate or include Facility as a preferred participant in any specific Plan for which Company provides incentives based upon the use of selected participating facilities, Specialty Program or other program; provided, however, Facility shall accept compensation in accordance with this Agreement for the provision of any Covered Services to Members under a Plan, Specialty Program or other program in which Facility has agreed to participate hereunder.

2.7 Consents to Release Medical Information.
Facility covenants that it will obtain from Members to whom Facility Services are provided, any necessary consents or authorizations to the release of Information and Records to Company, Government Sponsors, their agents and representatives in accordance with any applicable Federal or state law or regulation or this Agreement.

## 3.0 COMPANY OBLIGATIONS

3.1 Company's Covenants.
Company or Government Sponsors shall provide Members with a means to identify themselves to Facility (e.g., identification cards), explanation of provider payments, a general description of products (e.g. Quick Reference Card), a listing of Participating Providers, and timely notification of material changes in this information. Company shall provide Facility with a means to check eligibility. Company shall include Facility in the Participating Provider directory or directories for the Plans, Specialty Programs and products in which Facility is a Participating Provider, including when Facility is designated as preferred participant, and shall make said directories available to Members. Company reserves the right to determine the content of provider directories.

3.2 Company Representations.
Company represents and warrants that: (a) this Agreement has been executed by its duly authorized representative; and (b) executing this Agreement and performing its obligations hereunder shall not cause Company to violate any term or covenant of any other agreement or arrangement now existing or hereinafter executed.

The parties acknowledge that one or more state governmental authorities may recommend or require that various Company agreements, including this Agreement, be executed prior to the issuance to Company of one or more approvals, consents, licenses, permissions or other authorizations from governmental authorities with jurisdiction over the subject matter of this Agreement, or which Company deems to be necessary or desirable in its sole discretion (collectively, a "License"). Facility agrees that all Company obligations to perform, and all rights of Facility, under this Agreement are expressly conditioned upon the receipt of all Licenses. Failure of Company to obtain any License shall impose no liability on Company under this Agreement.

3.3 Company's Insurance.
Company at its sole cost and expense agrees to procure and maintain such policies of general and/or professional liability and other insurance (or maintain a self-insurance program) as shall be necessary to insure Company and its employees against any claim or claims for damages arising by reason of personal injuries or death occasioned directly or indirectly in connection with the performance of any service by Company under this Agreement and the administration of Plans.

## 4.0 CLAIMS SUBMISSIONS, COMPENSATION AND MEMBER BILLING

4.1 Claim Submission and Payment.

4.1.1 Facility Obligation to Submit Claims. Facility agrees to submit Clean Claims to Company for Facility Services rendered to Members. Facility agrees to submit claim and encounter data related to a Member enrolled in a Government Program in the form and manner as specified by Company, and, Facility certifies that any such data is accurate, complete and truthful. Facility will make best commercial efforts to submit a minimum of eighty-five percent (85%) of its Member claims electronically to Company. Facility represents that, where necessary, it has obtained signed assignments of benefits authorizing payment for Facility Services to be made directly to Facility. For claims Facility submits electronically, Facility shall not submit a claim to Company in paper form unless Company requests paper submissions or fails to pay or otherwise respond to electronic claims submission in accordance with the time frames required under this Agreement or applicable law or regulation. Facility agrees that Company, or the applicable Government Sponsor, will not be obligated to make payments for billings received more than one hundred and twenty (120) days (or such other period required by applicable state law or regulation)from (a) the date of service or, (b) when Company is the secondary payer, from the date of receipt of the primary payer's explanation of benefits. Company may waive this requirement if Facility provides notice to Company, along with appropriate evidence, of other extraordinary circumstances outside the control of Facility that resulted in the delayed submission. In addition, unless Facility notifies Company of its payment disputes within one hundred eighty (180) days, or such other time as required by applicable state law or regulation, of receipt of payment from Company, such payment will be considered full and final payment for the related claims. If Facility does not timely bill Company or Government Sponsors, or dispute any payment, timely as provided in this Section 4.1.1, Facility's claim for payment will be deemed waived and Facility will not seek payment from Government Sponsors, Company or Members. Facility shall pay on a timely basis all Participating Providers, employees, independent contractors and subcontractors who render Covered Services to Members of Company's Plans for which Facility is financially responsible pursuant to this Agreement.

Facility agrees to permit claim editing to the primary procedure those services considered part of, incidental to, or inclusive of the primary procedure and make other adjustments for inappropriate billing or coding (e.g., rebundling, duplicative procedures or claim submissions, mutually exclusive procedures, gender/procedure mismatches, age/procedure mismatches). To the extent Facility is billing on a CMS 1500, as of the Effective Date, in performing adjustments for inappropriate billing or coding, Company utilizes a commercial software package (as modified by Company for all Participating Providers in the ordinary course of Company's business) which commercial software package relies upon Government Programs and other industry standards in the development of its rebundling logic.

Subject to applicable law: (i) Company may update internal payment systems in response to additions, deletions, and changes to Government Sponsor, CMS, or other industry source codes without obtaining any consent from Facility or any other party, and Company will provide, at the written request of Facility, a copy of the primary fee source in effect at the time of such request; (ii) Company shall not be responsible for communicating such routine changes of this nature, and will update any applicable payment schedules on a prospective basis within ninety (90) days from the date of publication or such longer period as Company determines appropriate in its sole discretion; and (iii) Company shall have no obligation to retroactively adjust claims.

4.1.2 Company Obligation to Pay for Covered Services. Company shall make payments to Facility for Covered Services on a timely basis consistent with the claims payment procedure described at 42 U.S.C. § 1396a(a)(37)(A). Company agrees to pay Facility for non-capitated Covered Services rendered to Members according to the lesser of (i) Facility's actual billed charges or (ii) the rates set forth in the **Services and Compensation Schedule**, attached hereto and made a part hereof. Company must pay ninety percent (90%) of all such Clean Claims from Facility within thirty (30) days following actual receipt; provided, further, Company must pay ninety-nine percent (99%) of all Clean Claims from Facility within ninety (90) days following actual receipt.. Facility will make best commercial efforts to utilize online explanation of benefits or electronic remittance of advice (or combination

thereof) and electronic funds transfer in lieu of receiving paper equivalents to the extent such services are available from Company. Company reserves the right to recoup any overpayment or payment made in error (e.g., a duplicate payment or payment for services rendered by Facility to a patient who was not a Member and amounts identified through routine investigative reviews of records or audits) against any other monies due to Facility under this Agreement.

In the event that Facility identifies any overpayments by Company, Facility shall, as required under Section 1128J(d) of the Social Security Act, report and return any and all such overpayments to Company within sixty (60) days of Facility's identification of any and all such overpayments. In addition, when reporting and returning any such overpayments by Company, Facility must provide Company with a written reason for the overpayment (e.g., excess payment under coordination of benefits, etc.).

To the extent, if any, that the compensation under certain Plans is in the form of capitation payments or a case-based rate methodology, Facility acknowledges the financial risks to Facility of this arrangement and has made an independent analysis of the adequacy of this arrangement. Facility, therefore, agrees and covenants not to bring any action asserting the inadequacy of these arrangements or that Facility was in any way improperly induced by Company to accept the rate of payment, including, but not limited to, causes of actions for damages, rescission or termination alleging fraud or negligent misrepresentation or improper inducement. Notwithstanding anything in this Agreement to the contrary, subcontractors agree to seek compensation solely from Facility for those Covered Services provided to Members and for which Facility is compensated by Company. Subcontractor shall in no event bill Company, its Affiliates, Government Sponsor, or Members for any such Covered Services. Facility will provide Company with a Designation of Payment Schedule from all subcontractors, which will indemnify and hold harmless Company, Government Sponsor and its Members for payment of all compensation owed subcontractor under subcontractor's arrangement with Facility.

Complaints or disputes concerning payments for the provision of services as described in this Agreement shall be subject to the Company's grievance resolution system.

4.1.3 Eligibility Determinations. Company shall have the right to recover payments made to Facility if the payments are for services provided to an individual who is later determined to have been ineligible based upon information that is not available to Company at the time the service is rendered or authorization is provided

4.1.4 Utilization Management. The Parties agree that Company, on its behalf and on behalf of Government Sponsors, reserves the right to perform utilization management (including retrospective review) and to adjust or deny payment for the inefficient delivery of Facility Services related to admissions, or length of stay. To facilitate timely and accurate concurrent utilization management, Facility and Company will cooperate as necessary to facilitate on-site and/or concurrent telephonic utilization management at Facility. Company agrees that it will not conduct retrospective review so long as Company has been provided a reasonable opportunity to conduct full and complete concurrent utilization management review in accordance with Policies while the Member was in the Facility, except where (1) Facility, a Participating Provider or any other provider rendering care at or on behalf of Facility, has provided inaccurate or incomplete information to Company or (2) the patient was not a known Member as of the time of the provision of care.

4.2 Coordination of Benefits.

Except as otherwise required under applicable Federal, state law or regulation or a Plan, when Company or a Government Sponsor is secondary payer under applicable coordination of benefit principles, and payment from the primary payer is less than the compensation payable under this Agreement without coordination of benefits, then Company or Government Sponsor will pay Provider the lesser of (i) the copayment, coinsurance and deductible amount for the Covered Services as reported on the explanation of benefits of the

primary payer, or (ii) the amount of the difference between the amount paid by the primary payer and the compensation payable under this Agreement, absent other sources of payment. Notwithstanding any other provision of this paragraph, if payment from the primary payer is greater than or equal to the compensation payable under this Agreement without coordination of benefits, neither Company, Government Sponsor nor the applicable Member (in accordance with Section 4.3.2 below) shall have any obligation to Provider. Notwithstanding anything to the contrary in this section, in no event shall Provider collect more than Medicare allows if Medicare is the primary payer. Medicaid is never the primary payer.

4.3 Member Billing.

4.3.1 Permitted Billing of Members. Facility may bill or charge Members only in the following circumstances: (a) applicable Copayments, Coinsurance and/or Deductibles, if any, not collected at the time that Covered Services are rendered; and (b) for services that are not Covered Services only if: (i) the Member's Plan provides and/or Company confirms that the specific services are not covered; (ii) the Member was advised in writing prior to the services being rendered that the specific services may not be Covered Services; and (iii) the Member agreed in writing to pay for such services after being so advised. Facility acknowledges that Company's denial or adjustment of payment to Facility based on Company's performance of utilization management as described in Section 4.1.3 or otherwise is not a denial of Covered Services under this Agreement or under the terms of a Plan, except if Company confirms otherwise under this Section 4.3. Facility may bill or charge individuals who were not Members at the time that services were rendered.

4.3.2 Holding Members Harmless. Facility hereby agrees that in no event, including, but not limited to the failure, denial or reduction of payment by Company, insolvency of Company or breach of this Agreement, shall Facility bill, charge, collect a deposit from, seek remuneration or reimbursement from, or have any recourse (i) against Members or persons acting on their behalf (other than Company) or (ii) any settlement fund or other *res* controlled by or on behalf of, or for the benefit of, a Member for Covered Services. This provision shall not prohibit collection of Copayments, Coinsurance, Deductibles made in accordance with the terms of the applicable Plan. Facility further agrees that this Section 4.3.2: (a) shall survive the expiration or termination of this Agreement regardless of the cause giving rise to termination and shall be construed for the benefit of Members; and (b) supersedes any oral or written contrary agreement or waiver now existing or hereafter entered into between Facility and Members or persons acting on their behalf.

To protect Members, Facility agrees not to seek or accept or rely upon waivers of the Member protections provided by this Section 4.3.

## 5.0 COMPLIANCE WITH POLICIES

5.1 Policies.

Facility agrees to accept and comply with Policies of which Facility knows or reasonably should have known (e.g., Clinical Policy Bulletins or other Policies made available to Participating Providers). Except when a Member requires Emergency Services, Facility agrees to comply with any applicable precertification and/or referral requirements under the Member's Plan prior to the provision of Facility Services. Facility will utilize the electronic real time HIPAA compliant transactions, including but not limited to, eligibility, precertification and claim status inquiry transactions to the extent such electronic real time features are utilized by Company. Facility agrees to notify Company of all admissions of Members, and of all services for which Company requires notice, upon admission or prior to the provision of such services. For the purpose of pre-admission testing, Facility agrees to directly provide testing or accept test results and examinations performed outside Facility provided such tests and examinations are: (a) performed by a state licensed laboratory for laboratory tests, and a licensed physician for such other tests and examinations; and (b) performed within a time reasonably proximate to the admission. For those Members who require services under a Specialty Program, Facility agrees to work with Company in transferring the Member's care to a Specialty Program Provider, as the case may be. Company may at any time modify Policies. Company will

provide notice by letter, newsletter, electronic mail or other media, of Material Changes. Failure by Facility to object in writing to any Material Change within thirty (30) days following receipt thereof constitutes Facility's acceptance of such Material Change. In the event that Facility reasonably believes that a Material Change is likely to have a material adverse financial impact upon Facility, Facility agrees to notify Company in writing, specifying the specific bases demonstrating a likely material adverse financial impact, and the Parties will negotiate in good faith an appropriate amendment, if any, to this Agreement. Notwithstanding the foregoing, at Company's discretion, Company may modify the Policies to comply with applicable law or regulation, or any order or directive of any governmental agency, without the consent of Facility, and the Policies shall be deemed to be automatically amended to conform with all laws and regulations promulgated at any time by any state or federal regulatory agency or authority having supervisory authority over this Agreement. Facility agrees that noncompliance with any requirements of this Section 5.1 or any Policies will relieve Company or Government Sponsors and Members from any financial liability for the applicable portion of the Facility Services.

5.2 Notices and Reporting.

To the extent neither prohibited by law nor violative of applicable privilege, Facility agrees to provide notice to Company, and shall provide all information reasonably requested by Company regarding the nature, circumstances, and disposition, of: (a) any action taken by Facility adversely affecting medical staff membership of Participating Physicians and other Participating Providers, whether or not such actions are reportable to NPDB or HIPDB; (b) any litigation or administrative action brought against Facility or any of its employees, medical staff members or affiliated providers which is related to the provision of health care services and could have a material impact on the Facility Services provided to Members; (c) any investigation initiated by The Joint Commission, another accrediting agency recognized by Company or any government agency or program against or involving Facility or any of its employees, medical staff members or affiliated providers that does or could adversely affect Facility's accreditation status, licensure, or certification to participate in the Medicare or Medicaid programs; (d) any change in the ownership or management of Facility; and (e) any material change in services provided by Facility or licensure status related to such services, including without limitation a significant decrease in medical staff or the closure of a service unit or material decrease in beds. Facility agrees to use best efforts to provide Company with prior notice of, and in any event will provide notice as soon as reasonably practicable notice of, any actions taken by Facility described in this Section 5.2.

5.3 Information and Records.

5.3.1 Maintenance of Information and Records. Facility agrees (a) to maintain Information and Records (as such terms are defined in Section 5.3.2) in a current, detailed, organized and comprehensive manner and in accordance with customary medical practice, Government Sponsor directives, applicable Federal and state laws, and accreditation standards; (b) that all Member medical records and Confidential Information shall be treated as confidential and in accordance with applicable laws; (c) to maintain such Information and Records for the longer of six (6) years after the last date Facility Services were provided to Member, or the period required by applicable law or Government Sponsor directives. This Section 5.3.1 shall survive the termination of this Agreement, regardless of the cause of the termination.

5.3.2 Access to Information and Records. Facility agrees that (a) Company (including Company's authorized designee) and Government Sponsors shall have access to all data and information obtained, created or collected by Facility related to Members and necessary for payment of claims, including without limitation Confidential Information ("Information"); (b) Company (including Company's authorized designee), Government Sponsors and Federal, state, and local governmental authorities and their agents having jurisdiction, upon request, shall have access to all books, records and other papers (including, but not limited to, contracts, medical and financial records, and physician incentive plan information) and information relating to this Agreement and to those services rendered by Facility to Members ("Records"); (c) consistent with the consents and authorizations required by Section 2.6 hereof, Company or its agents or designees shall have access to medical records for the purpose of

assessing quality of care, conducting medical evaluations and audits, and performing utilization management functions; (d) applicable Federal and state authorities and their agents shall have access to medical records for assessing the quality of care or investigating Member grievances or complaints; and (e) Members shall have access to their health information as required by 45 C.F.R. § 164.524 and applicable state law, be provided with an accounting of disclosures of information when and as required by 45 C.F.R. § 164.528 and applicable state law, and have the opportunity to amend or correct the information as required by 45 C.F.R. § 164.526 and applicable state law. Facility agrees to supply copies of Information and Records within fourteen (14) days of the receipt of a request, where practicable, and in no event later than the date required by Government Sponsor directives and any applicable law or regulatory authority. This Section 5.3.2 shall survive the termination of this Agreement, regardless of the cause of termination.

5.4 Quality, Accreditation and Review Activities.
Facility agrees to cooperate with any Company quality activities or review of Company or a Plan conducted by the National Committee for Quality Assurance (NCQA) or a state or Federal agency with authority over Company and/or the Plan, as applicable.

5.5 Proprietary Information.

5.5.1 Rights and Responsibilities. Each Party agrees that the Proprietary Information of the other Party is the exclusive property of such Party and that each Party has no right, title or interest in the same. Each Party agrees to keep the Proprietary Information and this Agreement strictly confidential and agrees not to disclose any Proprietary Information or the contents of this Agreement to any third party without the other Party's consent, except (i) to governmental authorities having jurisdiction, (ii) in the case of Company's disclosure to Members, Government Sponsors, consultants and vendors under contract with Company, and (iii) in the case of Facility's disclosure to Members for the limited purpose of advising Members of potential treatment options and costs consistent with applicable Federal and state laws. Except as otherwise required under applicable Federal or state law, each Party agrees to not use any Proprietary Information of the other Party, and at the request of the other Party hereto, return any Proprietary Information upon termination of this Agreement for whatever reason. Notwithstanding the foregoing, Facility through its staff is encouraged to discuss Company's provider payment methodology with patients, including descriptions of the methodology under which the Facility is paid. In addition, Facility through its staff may freely communicate with patients about their treatment options, regardless of benefit coverage limitations. This Section 5.5.1 shall survive the termination of this Agreement for one (1) year, regardless of the cause of termination.

## 6.0 TERM AND TERMINATION

6.1 Term.
This Agreement shall be effective for an initial term ("Initial Term") of one (1) year from the Effective Date, and thereafter shall automatically renew for additional terms of one (1) year each, unless and until terminated in accordance with this Article 6.0.

6.2 Termination without Cause.
This Agreement may be terminated by either Party at any time without cause with at least ninety (90) days prior written notice to the other Party.

6.3 Termination for Breach.
This Agreement may be terminated at any time by either Party upon at least thirty (30) days prior written notice of such termination to the other Party upon material default or substantial breach by such Party of one or more of its obligations hereunder, unless such material default or substantial breach is cured within thirty (30) days of the notice of termination; provided, however, if such material default or substantial breach is incapable of being cured within such thirty (30) day period, any termination pursuant to this Section 6.3 will

be ineffective for the period reasonably necessary to cure such breach if the breaching party has taken all steps reasonably capable of being performed within such thirty (30) day period. Notwithstanding the foregoing, the effective date of such termination may be extended pursuant to Section 6.6 herein.

6.4 Immediate Termination or Suspension.
Any of the following events shall result in the immediate termination or suspension of this Agreement by Company, upon notice to Facility, at Company's discretion at any time: (a) the withdrawal, expiration or non-renewal of any Federal, state or local license, certificate, approval or authorization of Facility; (b) the bankruptcy or receivership of Facility, or an assignment by Facility for the benefit of creditors; (c) the loss or material limitation of Facility's insurance under Section 2.4 of this Agreement; (d) a determination by Company that Facility's continued participation in provider networks could result in harm to Members; (e) the exclusion, debarment or suspension of Hospital from participation in any governmental sponsored program, including, but not limited to, Government Programs, Medicare or the Medicaid program in any state; (f) the indictment or conviction of Facility for any crime; (g) the revocation or suspension of Facility's accreditation by The Joint Commissioner any other applicable accrediting agency recognized by Company; (h) the listing of Facility in the HIPDB; (i) change of control of Facility to an entity not acceptable to Company; or (j) the withdrawal, expiration or termination of the State Contract. To protect the interests of patients, including Members, Facility will provide immediate notice to Company of any of the aforesaid events described in clauses (a) through (i), including notification of impending bankruptcy.

6.5 Obligations Following Termination.
Following the effective date of any expiration or termination of this Agreement or any Plan, Facility and Company will cooperate as provided in this Section 6.5 and in Exhibit A. This Section 6.5 shall survive the termination of this Agreement, regardless of the cause of termination.

6.5.1 Upon Termination. Upon expiration or termination of this Agreement for any reason, other than termination by Company in accordance with Section 6.4 above, Facility agrees to provide Facility Services at Company's discretion to: (a) any Member who is an inpatient at Facility as of the effective date of termination until such Member's discharge or Company's orderly transition of such Member's care to another provider; and (b) any Member, upon request of such Member, for one (1) calendar year. The terms of this Agreement, including the **Services and Compensation Schedule** shall apply to all services under this Section 6.5.1.

6.5.2 Upon Insolvency or Cessation of Operations. If this Agreement terminates as a result of insolvency or cessation of operations of Company, and as to Members of HMOs that become insolvent or cease operations, then in addition to other obligations set forth in this section, Facility shall continue to provide Facility Services to: (a) all Members for the period for which premium has been paid; and (b) Members confined as inpatients in Facility on the date of insolvency or other cessation of operations until medically appropriate discharge. This provision shall be construed to be for the benefit of Members. No modification of this provision shall be effective without the prior written approval of the applicable regulatory agencies.

6.5.3 Obligation to Cooperate. Upon notice of expiration or termination of this Agreement or of a Plan, Facility shall cooperate with Company and comply with Policies, if any, in the transfer of Members to other providers.

6.6 Obligations During Dispute Resolution Proceedings.
In the event of any dispute between the Parties in which a Party has provided notice of termination under Section 6.3 and the dispute is required to be resolved or is submitted for resolution under Article 8.0 below, the termination of this Agreement shall be stayed and the Parties shall continue to perform under the terms of this Agreement until the final resolution of the dispute.

## 7.0 RELATIONSHIP OF THE PARTIES

7.1 Independent Contractor Status.

The relationship between Company and Facility, as well as their respective employees and agents, is that of independent contractors, and neither shall be considered an agent or representative of the other Party for any purpose, nor shall either hold itself out to be an agent or representative of the other for any purpose. Company and Facility will each be solely liable for its own activities and those of its agents and employees, and neither Company nor Facility will be liable in any way for the activities of the other Party or the other Party's agents or employees arising out of or in connection with: (a) any failure to perform any of the agreements, terms, covenants or conditions of this Agreement; (b) any negligent act or omission or other misconduct; (c) the failure to comply with any applicable laws, rules or regulations; or (d) any accident, injury or damage. Facility acknowledges that all Member care and related decisions are the responsibility of Facility and its medical staff, and that Policies do not dictate or control Facility's clinical decisions with respect to the care of Members. Facility agrees to indemnify and hold harmless the Government Sponsor and Company from any and all claims, liabilities and third party causes of action arising out of the Facility's provision of care to Members. Company agrees to indemnify and hold harmless the Facility from any and all claims, liabilities and third party causes of action arising out of the Company's administration of health care services in connection with the Plans. This provision shall survive the expiration or termination of this Agreement, regardless of the reason for termination.

7.2 Use of Name.

Facility consents to the use of Facility's name and other identifying and descriptive material in provider directories and in other materials and marketing literature of Company in all formats, including, but not limited to, electronic media. Facility may use Company's names, logos, trademarks or service marks in marketing materials or otherwise, upon receipt of Company's prior written consent, which shall not be unreasonably withheld.

7.3 Interference with Contractual Relations.

Facility shall not engage in activities that will cause Company to lose existing or potential Members, including but not limited to: (a) advising Company customers, Government Sponsors or other entities currently under contract with Company to cancel, or not renew said contracts; (b) impeding or otherwise interfering with negotiations which Company is conducting for the provision of health benefits or Plans; or (c) using or disclosing to any third party membership lists acquired during the term of this Agreement for the purpose of soliciting individuals who were or are Members or otherwise to compete with Company. Notwithstanding the foregoing, Company shall not prohibit, or otherwise restrict, Facility from advising or advocating on behalf of a Member who is its patient, for the following: (i) the Member's health status, medical care, or treatment options, including any alternative treatment that may be self-administered; (ii) any information the Member needs in order to decide among all relevant treatment options; (iii) the risks, benefits, and consequences of treatment or nontreatment; and (iv) the Member's right to participate in decisions regarding his or her health care, including the right to refuse treatment, and to express preferences about future treatment decisions. This section shall continue to be in effect for a period of one (1) year after the expiration or termination of this Agreement.

## 8.0 DISPUTE RESOLUTION

8.1 Member Grievance Dispute Resolution.

Facility agrees to (a) cooperate with and participate in Company's applicable appeal, grievance and external review procedures (including, but not limited to, Medicaid appeals and expedited appeals procedures), (b) provide Company with the information necessary to resolve same, and (c) abide by decisions of the applicable appeals, grievance and review committees. Company will make available to Facility information concerning the Member appeal, grievance and external review procedures at the time of entering into this Agreement.

8.2 Facility Dispute Resolution.

Company shall provide a mechanism whereby Facility may raise issues, concerns, controversies or claims regarding the obligations of the Parties under this Agreement. Facility shall exhaust this mechanism prior to instituting any arbitration or other permitted legal proceeding. The Parties agree that any dispute that may arise between the Parties shall not disrupt or interfere with the provision of services to Members. Discussions and negotiations held pursuant to this Section 8.2 shall be treated as inadmissible compromise and settlement negotiations for purposes of applicable rules of evidence.

8.3 Arbitration.

8.3.1 Submission of Claim or Controversy to Arbitration. Any controversy or claim arising out of or relating to this Agreement or the breach, termination, or validity thereof, except for temporary, preliminary, or permanent injunctive relief or any other form of equitable relief, shall be settled by binding arbitration administered by the American Arbitration Association ("AAA") and conducted by a sole Arbitrator ("Arbitrator") in accordance with the AAA's Commercial Arbitration Rules ("Rules"). The arbitration shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16, to the exclusion of state laws inconsistent therewith or that would produce a different result, and judgment on the award rendered by the Arbitrator (the "Award") may be entered by any court having jurisdiction thereof. A stenographic record shall be made of all testimony in any arbitration in which any disclosed claim or counterclaim exceeds $250,000. An Award for $250,000 or more shall be accompanied by a short statement of the reasoning on which the Award rests.

8.3.2 Appeal of Arbitration Award. In the event a Party believes there is a clear error of law and within thirty (30) days of receipt of an Award of $250,000 or more (which shall not be binding if an appeal is taken), a Party may notify the AAA of its intention to appeal the Award to a second Arbitrator (the "Appeal Arbitrator"), designated in the same manner as the Arbitrator except that the Appeal Arbitrator must have at least twenty (20) years' experience in the active practice of law or as a judge. The Award, as confirmed, modified or replaced by the Appeal Arbitrator, shall be final and binding, and judgment thereon may be entered by any court having jurisdiction thereof. No other arbitration appeals may be made.

8.3.3 Confidentiality. Except as may be required by law or to the extent necessary in connection with a judicial challenge, permitted appeal, or enforcement of an Award, neither a Party nor an arbitrator may disclose the existence, content, record, status or results of a negotiation or arbitration. Any information, document, or record (in whatever form preserved) referring to, discussing, or otherwise related to a negotiation or arbitration, or reflecting the existence, content, record, status, or results of a negotiation ("Negotiation Record") or arbitration ("Arbitration Record"), is confidential. The arbitration hearing shall be closed to any person or entity other than the arbitrator, the parties, witnesses during their testimony, and attorneys of record. Upon the request of a Party, an arbitrator may take such actions as are necessary to enforce this Section 8.3.3, including the imposition of sanctions.

8.3.4 Pre-hearing Procedure for Arbitration. The Parties will cooperate in good faith in the voluntary, prompt and informal exchange of all documents and information (that are neither privileged nor proprietary) relevant to the dispute or claim, all documents in their possession or control on which they rely in support of their positions or which they intend to introduce as exhibits at the hearing, the identities of all individuals with knowledge about the dispute or claim and a brief description of such knowledge, and the identities, qualifications and anticipated testimony of all experts who may be called upon to testify or whose report may be introduced at the hearing. The Parties and Arbitrator will make commercially reasonable efforts to conclude the document and information exchange process within sixty (60) calendar days after all pleadings or notices of claims have been received. At the request of a Party in any arbitration in which any disclosed claim or counterclaim exceeds $250,000, the Arbitrator may also order pre-hearing discovery by deposition upon good cause shown. Such depositions shall be limited to a maximum of three (3) per Party and shall be limited to a

maximum of six (6) hours' duration each. As they become aware of new documents or information (including experts who may be called upon to testify), all Parties remain under a continuing obligation to provide relevant, non-privileged documents, to supplement their identification of witnesses and experts, and to honor any understandings between the Parties regarding documents or information to be exchanged. Documents that have not been previously exchanged, or witnesses and experts not previously identified, will not be considered by the Arbitrator at the hearing. Fourteen (14) calendar days before the hearing, the Parties will exchange and provide to the Arbitrator (a) a list of witnesses they intend to call (including any experts) with a short description of the anticipated direct testimony of each witness and an estimate of the length thereof, and (b) premarked copies of all exhibits they intend to use at the hearing.

8.3.5 Arbitration Award. The arbitrator may award only monetary relief and is not empowered to award damages other than as set forth in this Agreement. The Award shall be in satisfaction of all claims by all Parties. Arbitrator fees and expenses shall be borne equally by the Parties. Postponement and cancellation fees and expenses shall be borne by the Party causing the postponement or cancellation. Fees and expenses incurred by a Party in successfully enforcing an Award shall be borne by the other Party. Except as otherwise provided in this Agreement, each Party shall bear all other fees and expenses it incurs, including all filing, witness, expert witness, transcript, and attorneys' fees.

8.3.6 Survival. The provisions of Section 8.3 shall survive expiration or termination of this Agreement, regardless of the cause giving rise hereto.

8.4 Arbitration Solely Between Parties; No Consolidation or Class Action.
Company and Facility agree that any arbitration or other proceeding related to a dispute arising under this Agreement shall be conducted solely between them. Neither Party shall request, nor consent to any request, that their dispute be joined or consolidated for any purpose, including without limitation any class action or similar procedural device, with any other proceeding between such Party and any third party.

## 9.0 MISCELLANEOUS

9.1 Amendments.
This Agreement constitutes the entire understanding of the Parties hereto and no changes, amendments or alterations shall be effective unless signed by both Parties, except as expressly provided herein. Company may amend this Agreement upon thirty (30) days prior written notice, by letter, newsletter, electronic mail or other media (an "Amendment"). Failure by Facility to object in writing to any such Amendment within thirty (30) days following receipt thereof constitutes Facility's acceptance of such Amendment. In the event that Facility reasonably believes that an Amendment is likely to have a material adverse impact upon Facility, Facility agrees to notify Company in writing, specifying the specific bases demonstrating a likely material adverse impact, and the Parties will negotiate in good faith an appropriate revised Amendment, if any, to this Agreement. Notwithstanding the foregoing, at Company's discretion, Company may amend this Agreement to comply with applicable law or regulation, or any order or directive of any governmental agency, without the consent of Facility, and this Agreement shall be deemed to be automatically amended to conform with all laws and regulations promulgated at any time by any state or federal regulatory agency or authority having supervisory authority over this Agreement. Facility agrees that noncompliance with any requirements of this Section 9.1 will relieve Company or Government Sponsors and Members from any financial liability for the applicable portion of the Facility Services. Changes to Policies are addressed by Section 5.1 hereto.

9.2 Waiver.
The waiver by either Party of a breach or violation of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach thereof. To be effective, all waivers must be in writing and signed by an authorized officer of the Party to be charged. Facility waives any claims or cause of action for fraud in the inducement or execution related hereto.

9.3 Governing Law.
This Agreement and the rights and obligations of the parties hereunder shall be construed, interpreted, and enforced in accordance with, and governed by, the laws of the State where Facility is located.

9.4 Liability.
Notwithstanding Section 9.3, either Party's liability, if any, for damages to the other Party for any cause whatsoever arising out of or related to this Agreement, and regardless of the form of the action, shall be limited to the damaged Party's actual damages. Neither Party shall be liable for any indirect, incidental, punitive, exemplary, special or consequential damages of any kind whatsoever sustained as a result of a breach of this Agreement or any action, inaction, alleged tortious conduct, or delay by the other Party.

9.5 Severability.
Any determination that any provision of this Agreement or any application thereof is invalid, illegal or unenforceable in any respect in any instance shall not affect the validity, legality and enforceability of such provision in any other instance, or the validity, legality or enforceability of any other provision of this Agreement. Neither Party shall assert or claim that this Agreement or any provision hereof is void or voidable if such Party performs under this Agreement without prompt and timely written objection.

9.6 Successors; Assignment.
This Agreement relates solely to the provision of Facility Services by Facility and does not apply to any other organization which succeeds to Facility assets, by merger, acquisition or otherwise, or is an affiliate of Facility. Neither Party may assign its rights or its duties and obligations under this Agreement without the prior written consent of the other Party, which consent may not be unreasonably withheld; provided, however, that Company may assign its rights or its duties and obligations to an Affiliate or successor in interest so long as any such assignment or delegation will not have a material impact upon the rights, duties and obligations of Facility.

9.7 Headings.
The headings contained in this Agreement are included for purposes of convenience only, and shall not affect in any way the meaning or interpretation of any of the terms or provisions of this Agreement.

9.8 Notices.
Except for any notice required under Article 6, Term and Termination, or if otherwise specified, notices required pursuant to the terms and provisions hereof may be effective if sent by letter, electronic mail or other generally accepted media. With respect to notices required under Article 6, notice shall be effective only if given in writing and sent by overnight delivery service with proof of receipt, or by certified mail return receipt requested. Notices shall be sent to the addresses set forth on the signature page of this Agreement (which addresses may be changed by giving notice in conformity with this Section 9.8). Provider shall notify Company of any changes in the information provided by Provider related to Provider's address.

9.9 Remedies.
Notwithstanding Sections 8.3 and 9.4, the Parties agree that each has the right to seek any and all remedies at law or equity in the event of breach or threatened breach of Section(s) 5.5, 6.6 and 7.3.

9.10 Non-Exclusivity. This Agreement is not exclusive, and nothing herein shall preclude either Party from contracting with any other person or entity for any purpose. Company makes no representation or guarantee as to the number of Members who may select or be assigned to Facility.

9.11 Force Majeure.
If either Party shall be delayed or interrupted in the performance or completion of its obligations hereunder by any act, neglect or default of the other Party, or by an embargo, war, act of terror, riot, incendiary, fire, flood, earthquake, epidemic or other calamity, act of God or of the public enemy, governmental act (including, but not restricted to, any government priority, preference, requisition, allocation, interference, restraint or seizure, or the necessity of complying with any governmental order, directive, ruling or request)

then the time of completion specified herein shall be extended for a period equivalent to the time lost as a result thereof. This Section 9.11 shall not apply to either Party's obligations to pay any amounts owing to the other Party, nor to any strike or labor dispute involving such Party or the other Party.

9.12 Confidentiality.
It is further understood and agreed by and among the Parties that the terms and conditions of this Agreement, except as otherwise specified, are and shall remain confidential, and shall not be disclosed by either Party without express written consent of the other Party or as required by law or by governmental authorities or by express order by a court having jurisdiction over the Party from whom disclosure is sought.

9.13 Entire Agreement.
This Agreement (including any attached schedules appendices and/or addendum addenda) constitutes the complete and sole contract between the Parties regarding the subject matter described above and supersedes any and all prior or contemporaneous oral or written representations, communications, proposals or agreements not expressly included in this Agreement and may not be contradicted or varied by evidence of prior, contemporaneous or subsequent oral representations, communications, proposals, agreements, prior course of dealings or discussions of the Parties. The Parties understand and agree that this Agreement only applies to the Plans described in this Agreement and, likewise, this Agreement does not and will not supersede any agreement(s) between Company's affiliates and Facility that relates to Company's affiliates other lines of business that are not the subject of this Agreement (that are not the Plans described in this Agreement).

9.14 Signatures. Facsimile and electronic signatures shall be deemed to be original signatures for all purposes of this Agreement.

9.15 Incorporation of Recitals. The Parties incorporate the recitals into this Agreement as representations of fact to each other.

9.16 Other Provider Agreements. This Agreement will apply only to the Plans described in this Agreement. This Agreement will not be construed to nullify, render void, replace or amend any separate provider agreement entered into between Facility and Company and/or an Affiliate of Company concerning any plans (other than Plans), products and/or programs offered and/or administered by Company and/or an Affiliate of Company.

**IN WITNESS WHEREOF**, the undersigned parties have executed this Agreement by their duly authorized officers, intending to be legally bound hereby.

**FACILITY**

By:______________________________

Printed Name:____________________

Title:____________________________

Date:____________________________

**COMPANY**

By:______________________________

Printed Name:____________________

Title:____________________________

Date:____________________________

REIMBURSEMENT ADDRESS:

______________________________
______________________________
______________________________

MAIN TELEPHONE NUMBER:____________________

CHIEF EXECUTIVE OFFICER:____________________

CHIEF FINANCIAL OFFICER:____________________

BUSINESS OFFICE MANAGER:____________________

FEDERAL TAX I.D. NUMBER:____________________

NPI NUMBER:____________________

**As required by Section 9.8 ("Notices") of this Agreement, notices shall be sent to each Party at the following addresses:**

To Facility at:

______________________________
______________________________
______________________________
______________________________
______________________________

To Company at:

Aetna Better Health
One South Wacker Drive
Ste 1200, Mail Stop F646
Chicago, IL 60606

## SERVICES AND COMPENSATION SCHEDULE

### 1.0 COMPENSATION

Facility shall be paid, for Covered Services provided to Members under the terms of this Agreement, those fee amounts set forth in the applicable Aetna Medicaid Market Fee Schedule.

### 2.0 SERVICES

Facility will be reimbursed for those Covered Services in accordance with the terms of this Agreement that are within the scope of and appropriate to the Facility's license and certification to practice.

### 3.0 GENERAL COMPENSATION TERMS AND CONDITIONS

**Definitions**

"Aetna Medicaid Market Fee Schedule (AMMFS)" – A fee schedule that is based upon the contracted location where service is performed and the State of Illinois's Medicaid Fee Schedule.

**General**

A. Member Cost Share. Rates are inclusive of any applicable Member Copayment, Coinsurance or Deductible.

B. Billing. When billing, Facility must designate applicable codes related to those Covered Services provided by Facility under the terms of this Agreement.

C. Coding. Company utilizes nationally recognized coding structures including, but not limited to, Revenue Codes as described by the Uniform Billing Code, AMA Current Procedural Terminology (CPT4), CMS Common Procedure Coding System (HCPCS), Diagnosis Related Groups (DRG), ICD-9 Diagnosis and Procedure codes, and National Drug Codes (NDC). As changes are made to nationally-recognized codes, Company will update internal systems to accommodate new codes. Such changes will only be made when there is no material change in the procedure itself. Until updates are complete, the procedure will be paid according to the standards and coding set for the prior period.

The use of ICD-10 coding shall not impact the aggregate rates and compensation intended by the Parties as set forth in this Services and Compensation Schedule. Consequently, in the event that use of ICD-10 codes result in aggregate payments that would differ from the aggregate payments that would have resulted based on ICD-9 coding (excluding utilization and validated case mix severity changes), the rates set forth in this Services and Compensation Schedule will be reviewed by Company periodically and adjusted at least annually in order to reflect what would have been paid had ICD-9 coding been utilized for determination of the payments.

Company will comply and utilize nationally recognized coding structures as directed under applicable Federal laws and regulations, including, without limitation, the Health Insurance Portability and Accountability Act (HIPAA).

## PROGRAM PARTICIPATION SCHEDULE

Facility agrees to participate in the Plans and other health benefit programs listed herein:

Those Illinois Medicaid Plans and programs offered by Aetna Better Health Inc., an Illinois corporation, within the State of Illinois.

**Regulatory Compliance Addendum – Exhibit A**

**ILLINOIS**

If there is any conflict between the terms of this Exhibit A and any of the other terms of this Agreement, including any attachments, schedules, exhibits and/or addenda made part of this Agreement, the terms of this **Exhibit A** will govern and control; provided, however, if there is any conflict between any of the terms of this Agreement, including this **Exhibit A**, and the State Contract (as defined in the Agreement), then the terms of the State Contract will govern and control.

For purposes of this Regulatory Compliance Addendum, the term "Provider" shall mean the health care provider executing this Agreement, as identified on the first page of the Agreement.

**1.0** <u>**Illinois Medicaid Managed Care Required Provisions**</u>**.** The following provisions are required in accordance with the State Contract.

**1.1** Provider shall be bound by the terms and conditions of the State Contract that are appropriate to the services provided by Provider, including, but not limited to, the record keeping and audit provisions of the State Contract, such that the Department or Authorized Persons shall have the same rights to audit and inspect Provider as they have to audit and inspect Company (hereinafter "Contractor"). (3.4.2.1 of RFP)

**1.2** Contractor shall remain responsible for the performance of any of its responsibilities delegated to Provider or subcontractors. (3.4.2.2 of RFP)

**1.3** Provider providing Covered Services for Contractor under this Agreement must be enrolled as providers in the Medicaid Program, if they are a Provider type that is required to enroll in the Medicaid Program to bill services on a Fee-For-Service basis. Contractor shall not contract or subcontract with an ineligible person. (3.4.2.3 of RFP)

**1.4** Contractor will report to the Department all entities that are sub-capitated or assume risk. (3.4.2.4 of RFP)

**1.5** In satisfaction of the Lobbying Certification contained in Section 5.10 of the RFP related to the State Contract, Contractor certifies, to the best of Contractor's knowledge and belief, that no federally appropriated funds have been paid or will be paid by or on behalf of Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal loan or grant, or the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement. Furthermore, if any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, Contractor shall complete and submit Standard Form LLL, "Disclosure Forms to Report Lobbying," in accordance with its instructions. Such Form is to be obtained at Contractor's request from the Agency/Buyer's Bureau of Fiscal Operations. (3.4.2.5 of RFP)

**1.6** The Parties agree to comply with those Contractor Grievance and Appeal processes set forth in the Agreement; provided, further, Contractor shall, where applicable, amend the Agreement as soon as practicable after notification from the Department of any substantive change to such procedures. (3.4.2.6 of RFP)

**1.7** Contractor will monitor the performance of all Providers and subcontractors on an ongoing basis, subject each Provider and subcontractor to formal review on a triennial basis, and, to the extent deficiencies or areas for improvement are identified during an informal or formal review, require that the Provider or subcontractor take appropriate corrective action. (3.4.2.7 of RFP)

**1.8** Contractor retains the right to terminate this Agreement, and any provider agreement or subcontract, or impose other sanctions, if the performance of the Provider or subcontractor is inadequate. (3.4.2.8 of RFP)

**1.9** That, except as permitted or required by the Illinois Department of Healthcare and Family Services (the "Department") in 89 Ill. Adm. Code 125 or the Department's Medical Program co-payment policy in effect at the time services are provided, neither Contractor nor its sub-contractors, Affiliated Providers (including

Provider), or non-Affiliated Providers may seek or obtain funding through fees or charges to any Enrollee receiving Covered Services pursuant to the State Contract. (3.4.2.9 of RFP)

**1.10** Any contract or subcontract between Contractor and a federally qualified health center ("FQHC") or a rural health clinic ("RHC") shall be executed in accordance with 1902(a)(13)(C) and 1903(m)(2)(A)(ix) of the Social Security Act, as amended by the Balanced Budget Act of 1997 and shall provide payment that is not less than the level and amount of payment which Contractor would make for the Covered Services if the services were furnished by a Provider which is not an FQHC or a RHC. (3.4.3 of RFP)

**1.11** Prior to entering into a Provider agreement or subcontract, Contractor shall submit a disclosure statement to the Department specifying any Provider agreement or subcontract and Providers or subcontractors in which any of the following have a five percent (5%) or more financial interest (3.4.4 of RFP):

1.11.1 Any Person also having a five percent (5%) or more financial interest in Contractor or its Affiliates as defined by 42 CFR Section 455.101 (3.4.4.1 of RFP)

1.11.2 Any director, officer, trustee, partner or employee of Contractor or its Affiliates; (3.4.4.2 of RFP) or

1.11.3 Any member of the immediate family of any Person designated in (a) or (b) above (3.4.4.3 of RFP)

1.11.4 Upon request by the Department, Contractor shall immediately submit copies of executed contracts and subcontracts. (3.4.4.4 of RFP)

**1.12** Provider and Subcontractor shall comply with Plan's Cultural Competence Plan and cooperate in its implementation, including participation in all initial and annual training, reporting and monitoring activities. Provider shall require such compliance from all subcontractors. (State Contract 2.7)

**2.0 Illinois State Regulatory Requirements.** The following provisions are required by state law.

**2.1 Provider's Insurance**

The Section 2.6 of Provider Agreement titled "Provider's Insurance" shall be deleted in its entirety and replaced with the following:

During the term of this Agreement, Provider agrees to procure and maintain such policies of general and professional liability and other insurance at minimum levels as required by state law or, in the absence of a state law specifying a minimum limit, an amount customarily maintained by Provider in the state or region in which the Provider operates. Such insurance coverage shall cover the acts and omissions of Provider as well as those Provider's agents and employees. Provider agrees to deliver certificates of insurance or other documentation as appropriate to show evidence of such coverage to Company on or before the Effective Date of this Agreement. Provider agrees to make best efforts to provide to Company at least thirty (30) days advance notice, and, in any event, will provide notice as soon as reasonably practicable, of any cancellation or material modification of said policies.

In the event that Provider is a Group, the Section 2.8.2 of the Provider Group Agreement titled "Participating Group Providers' Insurance" shall also include the following paragraph:

During the term of this Agreement, each Participating Group Provider agrees to procure and maintain such policies of general and professional liability and other insurance at minimum levels as required by state law or, in the absence of a state law specifying a minimum limit, an amount customarily maintained by Group in the state or region in which the Group operates. Such insurance coverage shall cover the acts and omissions of Participating Group Provider as well as Participating Group Provider's agents and employees. Participating Group Provider agrees to deliver certificates of insurance or other documentation as appropriate to show evidence of such coverage to Company on or before the Effective Date of this Agreement. Participating Group Provider agrees to make best efforts to provide to Company at least thirty (30) days advance notice, and in any event will provide notice as soon as reasonably practicable, of any cancellation or material modification of said policies.

**2.2 Company Obligation to Pay for Covered Services**

The following sentence shall be added to the Section 4.1.2 of the Agreement titled "Company Obligation to Pay for Covered Services."

"To the extent, if any, that the compensation under certain HMO Plans is in the form of capitation payments or a case-based rate methodology, Provider acknowledges the financial risks to Provider of this arrangement and has made an independent analysis of the adequacy of this arrangement."

### 2.3 Coordination of Benefits

The following sentence shall be added to the end of the Section 4.2 of the Agreement titled "Coordination of Benefits":

"With respect to HMO plans and as required by Ill. Admin. Code T. 50, 5421.50, to the extent Provider participates in capitated HMO Plans, Company acknowledges that in the event of Provider's insolvency, Company is secondarily liable as the ultimate risk bearer for unpaid health care services rendered to Members."

### 2.4 Holding Members Harmless

The Section 4.3.2 of the Agreement titled "Holding Members Harmless" shall be deleted in its entirety and replaced with the following:

With respect to HMO plans and as required by Ill. Admin. Code T. 50, 5421.50, if Provider participates in capitated HMO Plans agrees that in no event, including but not limited to nonpayment by HMO of amounts due Provider under this contract, insolvency of the HMO or any breach of this contract by the HMO, shall the Provider or its assignees or subcontractors have a right to or seek any type of payment from, bill, charge, collect a deposit from, or have any recourse against, the enrollee, persons acting on the Member's behalf (other than the HMO), the employer or group contract holder for services provided pursuant to this contract; except for the payment of applicable co-payments or deductibles for services covered by the organization or fees for services not covered by the HMO. The requirements of this clause shall survive any termination of this contract for services rendered prior to such termination, regardless of the cause of such termination. The HMO's Members, the persons acting on the Member's behalf (other than the HMO), and the employer or group contract holder shall be third party beneficiaries of this clause. This clause supersedes any oral or written agreement now existing or hereafter entered into between the Provider and the Member, persons acting on the Member's behalf (other than the HMO) and the employer or group contract holder.

Unless otherwise required by Ill. Admin. Code T. 50, 5421.50 as set forth above, Provider hereby agrees that in no event, including, but not limited to the failure, denial or reduction of payment by Company, insolvency of Company or breach of this Agreement, shall Provider bill, charge, collect a deposit from, seek remuneration or reimbursement from, or have any recourse (i) against Members or persons acting on their behalf (other than Company) or (ii) any settlement fund or other *res* controlled by or on behalf of, or for the benefit of, a Member for Covered Services. This provision shall not prohibit collection of Copayments, Coinsurance, Deductibles or other supplemental charges made in accordance with the terms of the applicable Plan. Provider further agrees that this Section 4.3.2: (a) shall survive the expiration or termination of this Agreement regardless of the cause giving rise to termination and shall be construed for the benefit of Members; and (b) supersedes any oral or written contrary agreement or waiver now existing or hereafter entered into between Provider and Members or persons acting on their behalf.

### 2.5 Termination for Breach

The Section 6.3 of the Agreement titled "Termination for Breach" shall be deleted in its entirety and replaced with the following:

This Agreement may be terminated at any time by either Party upon at least sixty (60) days prior written notice of such termination to the other Party upon material default or substantial breach by such Party of one or more of its obligations hereunder, unless such material default or substantial breach is cured within sixty (60) days of the notice of termination; provided, however, if such material default or substantial breach is incapable of being cured within such sixty (60) day period, any termination pursuant to this Section 6.3 will be ineffective for the period reasonably necessary to cure such breach if the breaching party has taken all steps reasonably capable of being performed within such thirty (30) day period. Notwithstanding the foregoing, the effective date of such termination may be extended pursuant to Section 6.6 herein.

### 2.6 Obligation to Notify Members

The Section 6.5.4 of the Agreement titled "Obligation to Notify Members" shall be deleted in its entirety and replaced with the following:

Upon notice of termination of this Agreement or of a Plan, Company shall provide at least sixty (60) days' advance notice of the impending termination to Members of Plans currently under the treatment of Provider, or in the event of immediate termination, as soon as practicable after termination.

In the event that the Agreement does not contain a section titled "Obligation to Notify Members," then the following provision shall be added as Section 6.5.4 to such Agreement:

Obligation to Notify Members. Upon notice of termination of this Agreement, Company shall provide at least sixty (60) days' advance notice of the impending termination to Members currently under the treatment of Provider, or in the event of immediate termination, as soon as practicable after termination.

**3.0 Compliance with 50 Ill. Adm. Code 5421.50(d)(1) & (2)**

If Provider participates in a capitated HMO Plan, Provider shall submit, to Company, copies of its quarterly financial statements, which shall include Provider's balance sheet and statements of income and cash flow within forty-five (45) days after the end of each fiscal period. In addition, Provider shall submit, within ninety (90) days after the end of Provider's fiscal year, copies of Provider's audited annual financial statements prepared in accordance with generally accepted accounting principles if available.

Provider agrees to fully cooperate with, and disclose all relevant information requested by, Company's actuaries for the preparation of such actuaries' opinion in accordance with the Actuarial Standards Board Actuarial Standards of Practice No. 16.

# Practitioner Application Screening Form
## PLEASE COMPLETE ONE FORM PER PRACTITIONER IN PRACTICE
**Fax completed form to 860-902-7875; or mail to: One South Wacker Drive, Ste 1200, MSF646, Chicago, IL 60606**

Aetna Better Health contracting and credentialing standards require that Aetna Better Health obtain personal information such as your name, address, and social security number. Personal information is maintained in contracting and credentialing databases at Aetna Better Health for in-house tracking, reporting purposes, contracting, credentialing and payment of claims. Providing the required personal information is voluntary; however, failure to provide it will delay the contracting and credentialing process.

IN ORDER TO BE CONTRACTED, **YOU MUST:** HAVE AN NPI NUMBER, BE REGISTERED WITH [*MEDICAID*] AGENCY, (if applicable), BE ELIGIBLE TO PARTICIPATE IN MEDICARE, SUBMIT CLAIMS ELECTRONICALLY, HAVE INTERNET ACCESS AND PARTICIPATE WITH ALL Aetna Better Health LINES OF BUSINESS.

Date: _____/________/________

| | | | | |
|---|---|---|---|---|
| **Provider Info:** | ________ | ________ | ____ ____ | ________ |
| | (Last Name) | (First Name) | (MI) (Degree) | (Title) |
| | Male Female | ___/___/___ | ___/___/___ | ________ |
| | Gender | DOB | SSN | Practice Name |
| | Joining as: Individual Group | | An Existing Group: Y N | A New Provider: Y N |
| | FQHC | RHC | | Other: ________ |
| | Are you: Locum Tenen | Hospital Based Physician | Hospitalist | |
| | DBA Name: ________ | Employment Start Date: ____/____/____ | | Does your office utilize physician extenders? Y N |
| **EDI and Internet:** | **Electronic Claim Submissions:** Y N | | **Does Business have internet Access:** Y N | |
| | If no to either, please explain: | | | |
| **Practicing Specialties** | Primary:________ | | Secondary:________ | |
| | Board Certified Y N | | Board Certified Y N | |
| | If not Board Certified, are actively pursuing Board Certification: Y N | | | |
| | Malpractice Coverage: Y N Limits: ________ | | FTCA Y N | |
| | Malpractice Carrier: ________ | | Policy Number: ________ | |
| | Are you a primary care physician? Y N | | If Yes, is provider accepting new members? Y N | |
| | Maximum number of new members accepted: ________ | | Are you designated as a Medical Home? Y N | |
| | Do you have age limits for practice? Y N | | If Yes, what are the limits? ________ | |
| **Administrative Contact** (Health Plan's Contact) | Contact Name: ________ | | Email: ________ | |
| | Phone Number: ( ) ________ | | Fax Number: ( ) ________ | |
| **NPI:** | Pay To NPI: ________ | | Individual NPI: ________ | |
| **Tax ID:** | Pay To Tax ID #: ________ | | | |
| **Other ID's:** | **Medicaid #** ________ | | **CAQH#**________ | |
| | **Eff. Date:** ___/___/___ | | | |
| | Medicare #:________ | | Medicare Opt Out? Yes No | |
| | Eff. Date:___/___/___ | | Taxonomies: ________ | |
| | DEA#:________ | | | Exp date: ___/___/___ |
| | 340B Y N | | | |
| **State License:** | State License#: ________ | Date First issued: ___/___/___ | | Exp date: ___/___/___ |
| **Hospital/Free Standing Surgery Facilities** | ________ | | Active Courtesy Delivery Provisional | |
| | ________ | | Active Courtesy Delivery Provisional | |
| | ________ | | Active Courtesy Delivery Provisional | |
| | ________ | | Active Courtesy Delivery Provisional | |
| | Indicate other Affiliations or names on a separate attached sheet | | | |
| | **Call Coverage Practice(s)/ Physician Name(s)** (must be registered with Medicaid Entity, if applicable): | | | |
| **Dental Providers Only need to complete this portion** | GENERAL ANESTHESIA AND SEDATION | | | |
| | ☐ I do not administer any type of sedation (including nitrous oxide) in my practice. (No permit required) | | | |
| | ☐ I only administer nitrous oxide in my practice (No permit required) | | | |
| | ☐ I administer general anesthesia and semi-conscious sedation in my practice [1301] Permit #_____ | | | |
| | ☐ I administer conscious sedation in my practice [1302] Permit #________ | | | |
| | ☐ I administer oral conscious sedation in my practice [1303] Permit #________ | | | |
| | IF A PERMIT IS REQUIRED INCLUDE A COPY OF THE CERTIFICATE WITH THIS INITIAL REQUEST FORM | | | |

Please list other services or important information you want [*Health Plan*] to know that is unique or different from peers.

**Practitioner Application Screening Form**
**PLEASE COMPLETE ONE FORM PER PRACTITIONER IN PRACTICE**
**Fax completed form to 860-902-7875; or mail to: One South Wacker Drive, Ste 1200, MSF646, Chicago, IL 60606**

| | | | | |
|---|---|---|---|---|
| **Language and Culture** | Language(s) spoken other than English | | | Primary: ________ |
| | Cultural Heritage: ________ | | | Secondary: ________ |
| | ☐ Asian ☐ African-American/Black ☐ Hispanic/Latino ☐ Caucasian/White ☐ Native American ☐ Pacific Islander Other________ | | | |
| | Is this a: ☐ Minority ☐ Female ☐ Disable person owned business ☐ None of the previous | | | |
| | Are you certified as a Business Enterprise Program provider? Y N | | | |
| **Primary Address:** (Main location where provider offers services) | Street: ________ | | | Suite: ________ |
| | City: ________ | State: ________ | Zip Code: ________ | County: ________ |
| | Phone: (____) ________ | Fax: (____) ________ | Toll Free Phone: (____) ________ | |
| | Email Address: ________ | | | Handicap Accessible: Y N |
| | Office Hours: (list) | | | |
| | On bus route: Y N | | Evening hours: Y N | Weekend hours: Y N |
| | Accommodate special needs patients: Developmentally Disabled Y N | | | Physically Disabled Y N |
| | Services offered to the deaf / hearing impaired (circle): sign language TTD/TTY | | | Adjustable exam table: Y N |
| **Additional Office** (if applicable) Indicated other offices on separate sheet | Street: ________ | | | Suite: ________ |
| | City: ________ | State: ________ | Zip Code: ________ | County: ________ |
| | Phone: (____) ________ | Fax: (____) ________ | Toll Free Phone: (____) ________ | |
| | Email Address: ________ | | | Handicap Accessible: Y N |
| | Office Hours: (list) | | | |
| | On bus route: Y N | | Evening hours: Y N | Weekend hours: Y N |
| | Accommodate special needs patients: Developmentally Disabled Y N | | | Physically Disabled Y N |
| | Services offered to the deaf / hearing impaired (circle): sign language TTD/TTY | | | Adjustable exam table: Y N |
| **Payment Info** This information must be the same as the W-9 information provided | Pay To Information Address: | **Contract will be mailed to this address unless otherwise specified** | | |
| | Name: ________ | Tax ID Number: ________ | | |
| | Street: ________ | | | Suite: ________ |
| | City: ________ | State: ________ | Zip Code: ________ | County: ________ |
| | Phone: (____) ________ | Fax: (____) ________ | Toll Free Phone: (____) ________ | |
| | Billing contact Name________ | | Billing Email: ________ | |
| | **(All correspondence, checks, remits, contracts & credentialing info will be sent to this address)** | | | |

**The completion of this form does not guarantee network participation.** Please allow approximately 20 business days to evaluate the application and allow Aetna Better Health to verify that a CAQH application has been completed; please allow approximately 60 business days to complete the credentialing process.

I am ________________ of ________________ and authorized to submit this application on behalf of ________________. I affirm that all of the information on this form is accurate and complete to the best of my knowledge, information, and belief. I Promise to keep confidential any information that Aetna Better Health shares with me during this process.

**Authorized Signature:** ________________________ **Date:** ____/____/______

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**Please Do Not Write Below This Line – Aetna Better Health Representative Only –** [as required]

☐ Specialist ☐ Dentist ☐ PCP* ☐ FP/OB* ☐ Allied Provider ☐ Above Health Form ☐ Request Approved by ND&C ☐ EFT

**Please Remember: Site Visits/MRR are required for all PCP & OB Practitioners**

**Aetna Better Health Representative Signature:** ________________________ **Date:** ____/____/____

**Please mail or fax completed form to the attention of Network Development**

Form **W-9**
(Rev. January 2011)
Department of the Treasury
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

**Give Form to the requester. Do not send to the IRS.**

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification (required): ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Social security number**

☐☐☐ – ☐☐ – ☐☐☐☐

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

**Employer identification number**

☐☐ – ☐☐☐☐☐☐☐

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

**Sign Here** | **Signature of U.S. person ▶** | **Date ▶**

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

## Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.