ADMINISTRATIVE SERVICES AGREEMENT

THIS ADMINISTRATIVE SERVICES AGREEMENT (this "Agreement"), effective the later of: (i) February 1, 2015 or (ii) such date as specified by the appropriate regulatory agency(ies), regardless of the execution date hereof (the "Effective Date") is by and between **MARCH VISION CARE GROUP, INCORPORATED** ("Vendor") and **UNITEDHEALTHCARE OF LOUISIANA, INC.** ("United"). For services provided on or after its Effective Date, this Agreement supersedes and replaces any and all other agreements, whether written or oral, between the parties regarding the subject matter contained herein.

WHEREAS, Vendor is a professional medical corporation;

WHEREAS, Vendor provides certain network management and/or administrative services related to the provision of Covered Services to Covered Persons;

WHEREAS, United issues and/or administers Benefit Plans on behalf of itself and Payors for the benefit of Covered Persons;

WHEREAS, in order to effectively carry out its operations, United desires to contract with Vendor for the provision of certain network management and/or administrative services; and

WHEREAS, this Agreement describes the services Vendor shall provide to United and Covered Persons whereby the services shall be described in detail in a separate Services Addendum to this Agreement.

NOW THEREFORE, in consideration of the terms and conditions set forth herein, the receipt and sufficiency of which are hereby acknowledged, Vendor and United hereby agree as follows:

SECTION 1
APPLICABILITY STATEMENT

This Agreement outlines the understanding, rights and obligations between Vendor and United regarding the administration of one or more health care program(s). The parties are entering into this Agreement for the provision of certain administrative and other services related to the delivery of covered health care services and products for individuals enrolled in the programs described in Exhibit A, attached to this Agreement.

SECTION 2
DEFINITIONS

As used in this Agreement and all exhibits attached hereto, the following terms shall have the

meanings set forth below. Additional definitions may be set forth in the attached exhibits.

2.1 **Benefit Plan:** A certificate of coverage, summary plan, benefit plan or description, or other document or agreement, whether delivered in paper, electronic, or other format, under which a Payor is obligated to provide coverage of Covered Services for a Covered Person.

2.2 **CMS:** The Centers for Medicare and Medicaid Services.

2.3 **Copayment:** An amount identified in a Benefit Plan, if any, that is due and payable by a Covered Person directly to a Provider for specific Covered Services. Copayments typically are described as a flat dollar amount for each particular type of service or supply.

2.4 **Coinsurance:** An amount identified in a Benefit Plan, if any, that is due and payable by a Covered Person directly to Providers for specific Covered Services, independent of any required Copayments or Deductibles. Coinsurance amounts typically are described as a percentage of the Provider's charges or contracted fees for the applicable services or supplies.

2.5 **Covered Person:** A person eligible and enrolled with United to receive coverage from a Payor for Covered Services.

2.6 **Covered Person Expense:** Any amounts that are the Covered Person's responsibility to pay a Provider for Covered Services in accordance with the Covered Person's Benefit Plan, including Copayments, Coinsurance, and Deductibles.

2.7 **Covered Services:** A health care service or product for which a Covered Person is entitled to receive coverage from a Payor, pursuant to the terms of the Covered Person's Benefit Plan. For the purposes of this Agreement, Covered Services refer to the services to be provided by Vendor to United and Covered Persons as further defined in the Services Addendum, a certificate of coverage, summary plan, benefit plan or description, attached to, and incorporated by reference into, this Agreement.

2.8 **Deductible:** An amount for Covered Services that a Covered Person must pay, if any, before the Covered Person is eligible for coverage under the Covered Person's Benefit Plan.

2.9 **HIPAA:** The Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191 (codified as amended in scattered sections of 42 U.S.C.), and its privacy, security and administrative simplification provisions as set forth under 45 C.F.R. Parts 160 and 164.

2.10 **Participating Provider or Provider:** A licensed or otherwise appropriately qualified and credentialed health care professional or entity that has executed a Provider Agreement with Vendor, directly or through another entity, to provide Covered Services to Covered Persons.

2.11 **Payor:** An entity obligated to a Covered Person to provide reimbursement for Covered Services under the Covered Person's Benefit Plan and authorized to access Participating Providers' services rendered pursuant to the Provider Agreement.

2.12 **Provider Agreement:** An agreement between Vendor and a Participating Provider that sets forth the terms and conditions under which the Participating Provider participates in one or more of Vendor's networks of providers.

2.13 **Service Area:** The geographic area in which United is authorized by a state to provide coverage for health care services to Covered Persons.

2.14 **Services Addendum:** A description of the services to be provided by Vendor documented in writing and attached to, and incorporated by reference into, this Agreement. For purposes of this Agreement, Service Areas shall be as set forth in Exhibit A.

2.15 **State:** Louisiana or any of its designated regulatory agencies.

SECTION 3
VENDOR SERVICES

3.1 **Services Addendum.** Vendor shall provide those services for the products and programs identified on Exhibit A, and as set forth in the Services Addendum attached to this Agreement as Exhibit B.

3.2 **Fines; Penalties.** Vendor shall be responsible for any and all penalties that the State or CMS may assess against United under United's contract with CMS or the State, as the case may be, that directly arise from Vendor's failure to provide, or delay in providing, the services described in this Agreement. United reserves the right to assess penalties on a pass-through basis equal to those penalties that CMS or the State, as the case may be, may assess against United. Vendor shall be subject to the corrective action plan requirements in Section 7.5. In no event shall Vendor be responsible for any fines or penalties that arise from United's failure to perform, or delay in performing, United's obligations under this Agreement.

3.3 **Performance Level Standards and Specifications.** Vendor shall be subject to any performance level standards set forth in Exhibit B, Services Addendum, Exhibit B-2, Performance Level Standards, and applicable standards set by the State and or CMS, and, within a reasonable amount of time using commercially reasonable efforts after, any additional and/or modified service level specifications developed in accordance with this Section 3.3. United shall be responsible for developing and maintaining additional performance level specifications identified from federal and/or State contractual obligations. United and Vendor represent and warrant as follows:

(a) United represents and warrants that it shall provide such additional performance level standards and specifications (and any updates thereto) in a timely and accurate manner to

Vendor. Vendor agrees to prepare and maintain operational documents in the form of policies and procedures to ensure ongoing compliance with the performance level standards set forth on Exhibit B and B-2 and such performance level specifications as may be required by United, or federal/State law or contract from time to time. Vendor represents and warrants that it shall ensure compliance with all such operational policies and procedures during the term of this Agreement and report immediately or as soon as practicable non-performance or failure to observe a performance level standard or specification or related obligation of which it becomes aware.

(b) Each party also reserves the right to amend such performance level standards or specifications and policies and procedures from time to time to ensure proper performance of the services and compliance with applicable federal and State contractual obligations or law.

(c) The parties shall also meet from time to time and/or form a joint committee to ensure observance of all applicable performance metrics, reporting obligations and performance level standards and specifications as set forth in the applicable operational policies and procedures.

SECTION 4
UNITED AND PAYOR RESPONSIBILITIES

4.1 **Covered Person Eligibility Information.** At least monthly, on a date mutually acceptable to United and Vendor, United shall provide Vendor with a current list of eligible Covered Persons in an electronic format mutually agreeable to both parties. The eligibility information shall be prepared and provided to Vendor at United's expense. Vendor shall treat the information received under this Section as confidential and shall not distribute or furnish such information to any other person or entity, except as necessary pursuant to Vendor's standard practices and as permitted by law, to provide or arrange for Covered Services. In the event United is unable to provide Vendor with a current list of eligible Covered Persons in an electronic format, the parties agree to adjust the compensation payable to Vendor pursuant to this Agreement should such alternative process cause Vendor to incur additional costs. Subject to retroactive eligibility changes required by CMS or the State, Vendor shall be entitled to rely on the most current eligibility information and Benefit Plan documents in its possession in providing services under this Agreement, including processing claims for Covered Services, if applicable.

4.2 **Retroactive Adjustments of Eligibility**. Vendor acknowledges that there will be favorable and unfavorable retroactive adjustments to Covered Person eligibility. United shall use its best efforts to minimize such adjustments. Notwithstanding the foregoing, the parties agree that Vendor shall not be financially liable for any claims for Covered Services for Covered Persons that are related to such retroactive adjustments of greater than sixty (60) days, except that the sixty (60) day limitation will not apply if the retroactive adjustment is imposed by the State or CMS. United shall notify Vendor within a reasonable amount of time of receipt whenever a

retroactive adjustment is received and imposed by the State or CMS and United shall provide evidence thereof upon request.

4.3 **Benefit Plans.** This Agreement is not intended nor shall it be deemed or construed to modify the obligations of United or a Payor to Covered Persons as established under any Benefit Plan. United acknowledges that it retains the ultimate responsibility to assure delivery of all benefits required under a Benefit Plan between United and a Covered Person.

4.4 **Notice to Covered Persons.** United will give Covered Persons the information and documents necessary to obtain Covered Services within a reasonable period of time before coverage begins or as soon as possible thereafter if such information is not available prior to the effective date of coverage. In the event this Agreement is terminated, United will notify all Covered Persons of the discontinuance of services Vendor is providing under this Agreement.

4.5 **Responsibility for Information.** United understands and agrees that Vendor is not responsible for any delay in the performance of this Agreement or for any non-performance under this Agreement if the delay or non-performance is caused or materially contributed to by United's failure to: (i) furnish any of the information described in this Agreement; or (ii) provide funds for the payment of benefits or compensate Vendor.

4.6 **New Benefit Plans and Changes to Vendor Services.** United shall use commercially reasonable efforts to notify Vendor in writing at least ninety (90) days prior to any modification of an existing Benefit Plan, development of a new Benefit Plan or expansion of its service area to a geographic area of the country not originally contemplated under this Agreement. In the event that such modification, development or expansion is deemed by Vendor to be a material change to Vendor's obligations under this Agreement or the pricing assumptions used in establishing rates, the parties shall negotiate to include the modification, development or expansion in this Agreement in accordance with Section 13.8.

4.7 **Covered Person Consents and/or Authorizations.** United agrees to assist Vendor in obtaining any necessary Covered Person consents or authorizations, as required under federal or State law, in order for Vendor to receive protected health information ("PHI") when necessary for Vendor to perform its obligations under this Agreement or to use such information for research, creating comparative databases, statistical analyses or other studies.

4.8 **Communication Materials and Activities.** United shall periodically inform and instruct Covered Persons through various publications and programs jointly established by United and Vendor about Covered Services available to Covered Persons. United and Participating Providers must receive Vendor's permission before using any of Vendor's trademarks, logos, copyrighted materials, or other branding materials in its communications materials.

If United produces communications materials, it shall do so at its own cost and shall submit materials that use Vendor's trademarks, logos, copyrighted or other branding materials to describe Covered Services to Vendor for Vendor's prior review and approval. Any promotional

videos may be rebroadcast and brochures made available via United's or other applicable parties' intranet solely for the purpose of providing information about Covered Services to Covered Persons, provided such materials contain an appropriate copyright or trademark acknowledgment. United shall not reproduce any marketing, advertising, or promotional materials, including but not limited to, videos, brochures, posters, newsletters and any other Vendor trademarks, logos, copyrighted materials, or other branding materials provided to United without Vendor's prior written consent..

United shall use its best efforts to include legally required notices regarding Covered Services or other legally required communications related to Vendor in its scheduled mailings at no cost to Vendor.

United shall submit communication materials to State and federal regulatory agencies for prior approval as required by and in accordance with applicable State and federal law and regulations.

4.9 **Taxes & Assessments.** If any tax, other than State or federal income taxes, or any other assessment or premium charge is assessed against United or a Benefit Plan and either Vendor or United are required by law to pay such tax, assessment or premium charge, Vendor shall report such assessment to United. As between United and Vendor, United shall be solely responsible for the payment of any such taxes and assessments. United will reimburse Vendor for taxes or other amounts that are assessed against Vendor or that Vendor is required to pay, now or in the future, relating to: (i) any Benefit Plan; (ii) any benefit payments under any Benefit Plan; (iii) this Agreement; or (iv) Vendor's fees or services under this Agreement (but not taxes on Vendor's net income or gross receipts). The parties will work cooperatively and reasonably to reach a mutual determination as to whether any such tax imposed should be paid or disputed. United will also reimburse Vendor for any costs or expenses reasonably incurred by Vendor relating to such tax, including costs and reasonable attorneys' fees incurred in disputing such tax, and any interest, fines, or penalties relating to such tax, except to the extent that such interest, fines or penalties resulted from Vendor's untimely handling of the matter.

4.10 **Identification Cards.** United shall ensure that Covered Persons receive an identification card and that a mutually agreeable process is established for referring Covered Persons to Vendor when appropriate.

4.11 **Non-Interference with Advice to Covered Persons.** Nothing in this Agreement is intended to prohibit or restrict Participating Providers or other health care professionals from advising or advocating on behalf of a Covered Person about:

(a) the Covered Person's health status, medical care or treatment options (including alternative treatments that may be self-administered), including providing sufficient information to the Covered Person to provide an opportunity to decide among all relevant treatment options;

(b) the risks, benefits and consequences of treatment or non-treatment; and

(c) the opportunity for the Covered Person to refuse treatment and express preferences about future treatment decisions.

4.12 **United Compliance with Vendor's Provider Agreements.** United will use commercially reasonable efforts to comply with the applicable obligations set forth in Vendor's Provider Agreements.

SECTION 5
PAYMENT; PAYMENT TERMS

5.1 **Vendor Services Fee.** For services provided under this Agreement, United shall pay Vendor the rates set forth in the Compensation for Services Exhibit attached to this Agreement as Exhibit A.

5.2 **Payment to Participating Providers.** Any payments to Participating Providers for the provision of Covered Services shall be made pursuant to the Vendor's Provider Agreement with such Provider. The obligation for payment for Covered Services rendered to a Covered Person is solely that of Vendor.

5.3 **No Incentive Payments.** Vendor receives no incentive payment based on reduction of services or the charges thereof, reduction of length of stay, or utilization of alternative treatment settings to reduce amounts of necessary or appropriate medical care.

5.4 **Covered Person Protection.** This Section applies when any applicable statutes and regulations require that the Covered Person be held harmless from any and all costs, which are the legal obligation of Vendor, United or another Payor.

Vendor and United agree that in no event, including, but not limited to, non-payment for Covered Services provided to Covered Persons; insolvency of Vendor, United or another Payor; or breach by United or Vendor of any term or condition of this Agreement or any term or condition of a Provider Agreement, shall Vendor, United or Participating Providers bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from, or have any recourse against any Covered Person or persons acting on behalf of the Covered Person for Covered Services eligible for reimbursement under this Agreement.

The provisions of this Section shall: (i) be construed in favor of the Covered Person; (ii) survive the termination of this Agreement regardless of the reason for termination; and (iii) supersede any oral or written agreement, existing or subsequently entered into, between any of the parties to this Agreement or a Participating Provider and a Covered Person or the representative of the Covered Person if such agreement is inconsistent with this section.

This Section shall not prohibit collection of any allowed Covered Person Expenses. It also shall not prohibit the collection of charges for services that are not Covered Services as defined in the

Benefit Plan, provided that the Covered Person has been informed of the costs for non-covered services prior to the rendering of such services and has agreed in writing to accept responsibility for payment for such services. The Covered Person's written consent shall be in a form agreed to by the parties and in compliance with any applicable State and federal law. This provision also shall not prohibit payment for any Covered Services delivered after expiration of benefits under the relevant Benefit Plan. If requested by United, Vendor shall submit to United any Covered Person's written acknowledgement to accept responsibility for non-Covered Services provided to him/her. Vendor's Provider Agreements with Participating Providers shall require adherence to the requirements in this Section.

SECTION 6
INFORMATION SYSTEMS

To the extent required by United, Vendor shall comply with the following information systems requirements:

6.1 **Connectivity.** Vendor will maintain information technology interface capabilities, integration, messaging and connectivity with United's information systems as is reasonably necessary for Vendor to provide services under this Agreement. Vendor will modify its proprietary systems as necessary to achieve such interface, integration, messaging and connectivity.

6.2 **Maintenance and Upgrades.** Vendor will bear the cost of maintaining and upgrading its system and system interfaces as necessary to provide services under this Agreement.

6.3 **Customized Developments.** If United requests that Vendor change its system to provide services customized solely for United (i.e., systems that Vendor does not use to support any of its other customers), United agrees to pay Vendor to implement such changes.

6.4 **E-Commerce.** Vendor agrees to assist United in the development of links between United's Covered Persons' websites and Vendor's Covered Persons' website.

SECTION 7
INFORMATION; AUDITS; BOOKS AND RECORDS

7.1 **Maintaining Records.** Vendor shall maintain, and shall require, as applicable, Participating Providers, relevant employees and any subcontractors to maintain, books and records that are usual and customary for the services provided under this Agreement. All such books and records shall be maintained to clearly and accurately disclose the precise nature and details of transactions, including accounting information necessary to support the charges or fees to respective parties, in accordance with prudent standards of insurance industry recordkeeping and all applicable laws and regulations. Vendor shall preserve such records for at least ten (10) years after the date the records were created or such other period as required by applicable law or

regulation, whichever is longer. Any such records shall remain the property of Vendor, subject to any rights of Covered Persons or unless otherwise required by law.

7.2 **Privacy and Release of Records.**

(a) Vendor, United and Participating Providers shall maintain the privacy and confidentiality of all information regarding Covered Persons in accordance with any applicable laws and regulations, including HIPAA Privacy Standards. Upon request by and at the expense of United, Vendor shall obtain all applicable information and records or copies of records regarding services provided by Vendor or a Participating Provider to a Covered Person and shall release such information to United. Neither Vendor nor any Participating Provider shall transfer any identifiable Covered Person record, including a patient record, to another entity or person without written consent from the Covered Person or someone authorized to act on the Covered Person's behalf, except as permitted by applicable State or federal law.

(b) During and after the term of this Agreement, United, Vendor and their related entities may use and transfer any and all information gathered under this Agreement for research and analytical purposes in accordance with applicable State and federal law.

(c) Vendor acknowledges that in receiving, storing, processing or otherwise dealing with information about Covered Persons, it may be fully bound by the provisions of the federal regulations governing Confidentiality of Alcohol and Drug Abuse Patient Records, 42 C.F.R. Part 2, and agrees that, if so, it shall resist, in judicial proceedings, any effort to obtain access to information pertaining to Covered Persons that is expressly provided for in the Federal Confidentiality Regulations, 42 C.F.R. Part 2.

7.3 **Covered Person Access to Records.** Vendor shall establish and maintain procedures, and shall require Participating Providers to establish and maintain procedures, in accordance with applicable law and regulations, including but not limited to, any State regulatory appendix attached to this Agreement, to ensure timely access by Covered Persons to medical records and other health information in Vendor's possession that pertains to Covered Persons.

7.4 **Examination of Records.** Upon reasonable notice, during normal business hours and at a reasonable time and place, United or its designee shall have the right to examine any records of Vendor that relate to Vendor's obligations under this Agreement at United's sole cost and expense; provided however that, this Section 7.4 shall not apply to CMS or the State.

7.5 **Audits and Corrective Action Plans.** United shall provide Vendor with a report of any audit findings resulting from an examination by it under Section 7.4 within thirty (30) calendar days of the conclusion of an audit. In the event United notes a State or federal contract and/or regulatory deficiency(ies) during the audit, Vendor shall develop a corrective action plan. United further reserves the right to request a corrective action plan from Vendor if Vendor is assessed with any fines or penalties under Section 3.2. Such plan shall be subject to United's approval

(which shall not be unreasonably withheld), shall include specifics of and timelines for correcting the State or federal contract and/or regulatory deficiency(ies) (which shall not exceed sixty (60) days), and shall be provided to United within thirty (30) calendar days of United's report of its findings. United shall approve or disapprove the initial corrective action plan within thirty (30) calendar days of receipt of the corrective action plan. Vendor shall implement the approved corrective action plan within the specified timeframes. In the event the corrective action plan is not implemented to the reasonable satisfaction of United, United may terminate this Agreement pursuant to Section 9.2. Any disputes regarding United's determination with respect to a deficiency and/or the adequacy of Vendor's corrective action plan may be resolved pursuant to Section 12.

7.6 **Government and Accrediting Agency Access to Records.** Federal, State and local government and accrediting agencies including, but not limited to, CMS, the United States Department of Health and Human Services, the Comptroller General, the National Committee for Quality Assurance ("NCQA"), or any other regulatory agencies, as applicable, or any of their authorized representatives, shall have the right to inspect, evaluate and audit, and United and Vendor are authorized to release, all information and records or copies of such within the possession of United or Vendor that are pertinent to and involve transactions related to this Agreement if such access is necessary to comply with accreditation standards, statutes or regulations applicable to United or Vendor. The government and accrediting agencies audit and inspection rights shall exist for at least ten (10) years from the final date of the Agreement, the date of completion of any audit, or such other period as required by law, whichever is later. Said government agencies may also evaluate, through inspection or other means, the quality, appropriateness and timeliness of services provided under this Agreement and compliance herewith.

7.7 **Confidential Business Information.** The parties acknowledge that in the course of performing under this Agreement each party may learn or receive confidential and proprietary information, including without limitation trade secrets, business or organizational plans, customer lists, pricing, and underwriting information, concerning the other party or third parties to whom the other party has an obligation of confidentiality ("Confidential Information"). For purposes of this Agreement, Confidential Information shall include, but not be limited to, including without limitation trade secrets, know-how, data, materials, products, technology, information systems and access thereto, computer programs, algorithms, formulas, processes, ideas, specifications, manuals, business or organizational plans and methods, software, marketing plans, financial information, claims data, product and service information, pricing information, sales information, vendor, customer, provider or member information and lists, underwriting information and all other confidential or proprietary information disclosed or submitted, orally, in writing, or by any other media, whether or not such Confidential Information is designated as being confidential and which has not been publicly disclosed. Confidential Information may be in written, oral, visual, photographic, electronic, magnetic, or physical form. Confidential Information shall not include information that:

(a) was in the party's possession prior to receipt of Confidential Information from the other party and not otherwise subject to obligations of confidentiality;

(b) at the time of receipt by a party is in the public domain or which at any time thereafter comes into the public domain through no fault of, or through a source other, than the receiving party;

(c) the party develops independently and internally, without reference to Confidential Information, as evidenced by written records prepared prior to the Effective Date of this Agreement; or

(d) the party receives from a third party on a non-confidential basis from a source, which to the best of such party's knowledge after due inquiry, is not prohibited from discussing such information by a legal, contractual or fiduciary obligation.

Each party shall take all necessary steps to provide the maximum protection to the other party's Confidential Information and records. Each party agrees to take at least such precautions to protect the other party's Confidential Information as it takes to protect its own Confidential Information. The parties shall not utilize any Confidential Information belonging to the other party without the other party's prior written consent for any purpose other than performance under this Agreement. The parties also shall agree not to disclose Confidential Information, in whole or in part, to any third parties without the express prior written consent of the party to whom the information belongs, other than to employees, legal counsel, accountants and other representatives who: (a) have a need to know solely for the purpose of performance under this Agreement; and (b) have been bound by the confidentiality obligations set forth herein. The parties further agree that they will not disclose Confidential Information to anyone within their respective organizations other than those employees with a need to know and who have been informed of the party's obligations under this Agreement. The parties may disclose Confidential Information to their attorneys, accountants, or other agents ("Representatives"), but only if they need to know the Confidential Information as described above. The parties shall inform each Representative of the confidential and proprietary nature of the Confidential Information. Upon request and upon termination of this Agreement, a party in possession of any Confidential Information belonging to the other party shall either promptly return such Confidential Information to the other party or, if so directed by the other party, destroy the Confidential Information, without retaining copies except as required by law. Upon request, a party shall provide the other party with written certification that the party has returned and/or destroyed any and all copies of the other party's Confidential Information except as required by law. Each party shall retain sole ownership of its own Confidential Information.

7.8 **Required Disclosures.** The confidentiality obligations described herein will not restrict any disclosure required by order of a court or any government agency, provided that the party being ordered to disclose the information gives prompt notice to the other party of any such order and reasonably cooperates with the other party, at the other party's request and expense, to resist such order or to obtain a protective order.

7.9 **United Data.** If Vendor transmits, stores, or has access to any type of data of United, Vendor shall not attempt to de-encrypt, capture, reassemble (if sent in packets), transport or view such data except as may be strictly necessary to provide services under this Agreement. As between United and Vendor, United shall at all times remain the exclusive owner of such data. In the event Vendor transports any devices (for warranty, maintenance, destruction or other purposes) which contain United data, Vendor shall ensure all reasonable measures are taken to secure such devices so as to prevent any unauthorized disclosure while in transit and while at rest. Vendor shall also ensure that as soon as reasonably possible, such devices are destroyed or the information is permanently wiped/deleted, in all instances subject to any of United's records retention policies.

7.10 **Ownership of Information.** Except as otherwise expressly provided for in this Agreement:

(a) Each party shall retain all right, title, and interest in its intellectual property, trademarks, trade dress, copyright, patent and other proprietary rights. Each party shall retain all right, title and interest in its proprietary business information or work product that may be used in advertising or promoting Covered Services or that is related to other activities under this Agreement, including but not limited to trade secrets, computer software and applications, and any other proprietary business information or work product that is not available to the general public.

(b) Upon termination of this Agreement, each party will return to the other party all intellectual property and work product belonging to the other party and shall not retain copies of such data except as shall be necessary under applicable law.

7.11 **Vendor Software and Systems.** If Vendor grants United access to Vendor information systems or Vendor's information processing resources under this Agreement, such access does not include a license to use the software programs contained within the foregoing. Any license to the software programs contained within the foregoing shall be pursuant to a separate agreement between the parties. United shall not attempt to reverse engineer or otherwise obtain copies of the software programs contained in Vendor's information systems. This Agreement does not transfer United title of any ownership rights or rights in patents, copyrights, trademarks and trade secrets included in the foregoing.

7.12 This Section 7 shall survive any termination of the Agreement. The parties agree that should either party breach its obligations under this Section 7, money damages alone would be inadequate compensation. Accordingly, in addition to any other remedies available by law or in equity, a court of competent jurisdiction may also enjoin the disclosure or use of a party's Confidential Information.

SECTION 8
REGULATORY COMPLIANCE

8.1 **Laws, Regulations, Licensure.** Vendor shall maintain and shall, as applicable, require all Participating Providers and all health care professionals employed by or under contract with Vendor or a Participating Provider to maintain all federal, State and local licenses, certifications, permits, regulatory approvals and accreditations, without material restriction, that are required to provide the services Vendor and Vendor's employees or Providers are obligated to provide under this Agreement. Vendor shall comply, and, as applicable, shall require Participating Providers and health care professionals employed by or under contract with Vendor to comply, in all material respects, with all applicable State and federal, and local laws statutes and regulations in connection with the performance of their obligations under this Agreement.

Vendor shall notify United if a governmental authority notifies Vendor that it must be licensed as an insurer, health service plan, health maintenance organization, prepaid limited health services organization, or other type of licensed insurer to provide Covered Services. In such event, Vendor may cease providing the services that would subject Vendor to such licensure, unless Vendor and United can agree upon an amendment to this Agreement that would make such licensure unnecessary. Any such cessation of services shall be effective the earlier of the date required by the governmental authority or after at least sixty (60) days following prior written notice to United.

United shall maintain all federal, State and local licenses, certifications, permits, regulatory approvals and accreditations, without material restriction, that are required to perform the business and services contemplated by this Agreement, including the issuance of Benefit Plans, and shall comply, in all material respects, with all applicable State, federal and local laws and regulations.

8.2 **Regulatory Appendices.** Contract provisions that are necessary to comply with the legal or regulatory requirements of certain jurisdictions or regulatory agencies will be set forth in individual appendices attached to this Agreement and made a part hereof (each, an "Appendix" and collectively, the "Appendices"). Vendor shall comply and, as applicable, shall require Participating Providers to comply, with the applicable terms and conditions of such Appendices. In the event of a conflict between the provisions of the main body of this Agreement and an Appendix, the terms of the Appendix will control. Notwithstanding the foregoing, the parties agree that the terms of Exhibit D shall apply only to the extent that they are applicable to Vendor.

8.3 **HIPAA.** Vendor shall perform the functions of a Business Associate as defined by and set forth in HIPAA and pursuant to the applicable Exhibits attached to this Agreement.

8.4 **Regulatory Approval and Filing.** In the event that a party is required to file this Agreement with federal, State or local governmental authorities, each party shall be responsible for filing the Agreement with such authorities as required by any applicable law or regulation. If, following any such filing, the governmental authority requests changes to this Agreement, Vendor and United shall jointly discuss the response to the governmental authority. In the event any federal, State or local governmental authority requires a change to this Agreement that either

Vendor or United deems to be material, either party may request re-negotiation of the affected provisions of this Agreement pursuant to Section 13.7 of this Agreement.

8.5 **Delegation of Activities.** If required by law or applicable accreditation standards, the parties to this Agreement agree to enter into a written Delegation of Credentialing Addendum, attached hereto as Exhibit C and made a part hereof, and such other delegation addendums as applicable that provide for the delegation of activities from United to Vendor. The activities to be delegated may include, but are not limited to, credentialing and recredentialing, utilization management, claims payment and management, and quality improvement. Vendor agrees to cooperate with United's requirements for delegation, including but not limited to an annual delegation audit review. In compliance with the delegation and oversight obligations imposed on United under its contracts with state and/or federal regulatory agencies, the State and/or United reserves the right to revoke any functions or activities delegated to Vendor under this Agreement, if in the regulatory agency's and/or United's reasonable judgment Vendor's performance under this Agreement does not comply with United's obligations under its government contracts. This right shall be in addition to United's termination rights under this Agreement.

8.6 **Right to Approve, Suspend or Terminate Providers.** United retains the absolute right to approve or reject a provider for participation in any or all of its Benefit Plans. United also has the right to conduct independently any additional processes or verification procedures it deems necessary or appropriate until such provider is credentialed. United shall promptly inform Vendor and Vendor shall then inform the affected provider of any denial, restriction or revocation of the provider's participation status in any or all of United's Benefit Plans as determined by United. United also retains the absolute right to terminate or suspend any Participating Providers from participation in any or all of its Benefit Plans. In no case shall this Section 8.6 be construed to obligate Vendor to contract with or make use of any particular health care facility or professional.

8.7 **Immunity.** Vendor and United agree that activities delegated to Vendor by United may be considered professional and quality review procedures and that both Vendor and United may be immune pursuant to the Health Care Quality Improvement Act (42 U.S.C. 11101, et seq., as may be amended from time to time), or other federal or State law, from any civil liability arising from the delegated activities. The parties agrees to maintain the confidentiality of any privileged information to the extent permitted by law, and to obtain the other party's prior written consent before disclosing privileged information to any third party, except as otherwise required by law.

SECTION 9
TERM; TERMINATION

9.1 **Term of Agreement.** This Agreement shall commence on the Effective Date and shall remain in effect for an initial term of one (1) year unless otherwise terminated pursuant to Section 9.2, including specifically, by either party without cause as set forth in Section 9.2(b). Thereafter, it this Agreement shall renew automatically renew for successive one-year terms unless otherwise terminated pursuant to Section 9.2.

9.2 **Termination of Agreement.** This Agreement may be terminated as provided below:

(a) By mutual written agreement of the parties; provided, however, that any termination may be subject to advanced written approval of the State regulatory authorities.

(b) By either party, with or without cause, upon at least ninety (90) days prior written notice to the other party; provided, however, that the effective date of such termination shall in no case be earlier than January 31, 2016;

(c) By either party, upon at least sixty (60) days prior written notice to the other party in the event of a material breach of this Agreement by the other party, except as provided in Sections 9.2(d) and 9.2(e) below, unless the material breach has been cured or a reasonable corrective action plan has been developed and approved by the other party, such approval not to be unreasonably withheld, before the end of the sixty (60) day notice period. Vendor's nonperformance under this Agreement due to failure of United to properly provide PHI, personal information or other information required under this Agreement shall neither constitute a breach of contract nor provide grounds for termination;

(d) By either party, immediately upon written notice to the other party in the event either party becomes insolvent or is adjudicated as a bankrupt entity, or its business comes into possession or control, even temporarily, of any trustee in bankruptcy, or a receiver is appointed for it, or it makes a general assignment for the benefit of creditors, unless the other party elects in writing to forego termination of this Agreement;

(e) By either party, immediately upon written notice to the other party, in the event of the other party's loss or suspension of material licensure, certification or other governmental authorization necessary to perform under this Agreement, or loss of insurance required by Section 10.2;

(f) Pursuant to Section 13.7 or 13.8;

(g) By either party, upon a change in control of Vendor or United (other than a change in control in which UnitedHealth Group Incorporated, directly or indirectly, holds more than 50% of the outstanding voting securities or other equity interests of United or in which the change in control of Vendor results in beneficial ownership and control of Vendor remaining with the then existing owners, directors, or officers) upon at least one hundred and eighty (180) days prior written notice to the other party;

(h) This Agreement shall automatically terminate upon cessation of operations of United or Vendor. Notice of cessation of operations shall be provided to the other party as soon as practical; or

(i) If required by a state or federal regulatory agency with jurisdiction over this Agreement.

Upon notice of termination of this Agreement given by one party to another, United shall pay all fees owed to Vendor under this Agreement and Vendor shall provide Covered Services until the effective date of the termination.

9.3 **Effect of Expiration or Termination.** Upon the expiration or termination of this Agreement, Vendor will cooperate with United and/or United's designee to transition the care and management of Covered Persons undergoing treatment on the date of expiration or termination. Vendor, United and/or United's designee will work together to transition business, medical, and management records to United or United's designee in a commercially reasonable manner that reflects the rights and obligations of all parties, including Vendor's need for ongoing access to such records.

9.4 **Notice to Covered Persons.** Upon notice of termination of this Agreement, United and/or Payor shall have the right to notify, at their own expense, Covered Persons of such termination. Vendor and United must review and consent to the form of any written notice to Covered Persons regarding such termination. Neither party shall unreasonably withhold its consent to such notices proposed by the other party.

9.5 **Continued Provision of Health Services After Termination.** Vendor agrees that in the event this Agreement is terminated, Vendor shall use commercially reasonable efforts to cause Participating Providers to continue to provide Covered Services to any Covered Persons undergoing treatment at the time of such termination until:

(a) the current episode of treatment is completed, or as to any Covered Persons confined in inpatient facilities on the date of such termination, until such Covered Persons are discharged;

(b) arrangements are completed for such Covered Persons to be transferred to another provider; or

(c) until thirty (30) days after the termination date of this Agreement.

Participating Providers shall be reimbursed in accordance with their Provider Agreement for all such services rendered subsequent to the termination of this Agreement. United shall reimburse Vendor for the costs associated with such services.

9.6 **Remedies for Breach.** Nothing in this Section 9, including the termination of this Agreement, shall be construed to limit the remedies available to Vendor or United at law or in equity for breach of either party's obligations under this Agreement.

SECTION 10
INSURANCE

10.1 **Participating Provider Insurance.** As applicable, Vendor shall require Participating Providers to procure and maintain malpractice and/or professional liability insurance equal to the prevailing community standard unless State law or regulation requires otherwise, or unless United provides notice in advance of implementation of other insurance requirements.

10.2 **Vendor Insurance.** Unless otherwise agreed to by the parties in writing, Vendor, at its sole cost and expense, shall procure and maintain the insurance or self-insurance programs in the minimum amounts set forth below. Any such self-insurance programs will include actuarially approved funding levels. Vendor will provide United evidence of such insurance upon request.

(a) Commercial general liability insurance coverage, including but not limited to errors and omissions, in the minimum amounts of one million dollars ($1,000,000) per occurrence and three million dollars ($3,000,000) aggregate for the policy year.

(b) Professional liability insurance coverage in the minimum amounts of ten million dollars ($10,000,000) per occurrence and ten million dollars ($10,000,000) aggregate for the policy year.

(c) As applicable, worker's compensation insurance coverage for Vendor employees in an amount and form meeting all applicable legal and regulatory requirements.

SECTION 11
INDEMNIFICATION

The parties shall each indemnify and hold the other harmless from and against any and all liabilities including but not limited to losses, penalties, fines, costs, damages, claims, causes of action, and expenses the other incurs, including reasonable attorneys' fees, arising out of the indemnifying party's (i) material breach of this Agreement; (ii) willful misconduct or reckless or grossly negligent act or omission related to or in connection with performance under this Agreement; or (iii) violation of applicable law.

SECTION 12
DISPUTE RESOLUTION

The parties will work together in good faith to resolve any and all disputes between them (hereinafter referred to as (each, a "Dispute" and collectively, the "Disputes") including but not limited to all questions of arbitrability, and the existence, validity, scope or termination of the Agreement or any term thereof. If the parties are unable to resolve any such Dispute within sixty (60) days following the date one party sent written notice of the Dispute to the other party, and if either party wishes to further pursue the Dispute, it shall thereafter be submitted, as set forth

below to mediation and then if necessary to binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA"), as they may be amended from time to time (see http://www.adr.org). **The parties agree that the arbitrator chosen by the parties shall be a subject matter expert in insurance law.** Unless otherwise agreed to in writing by the parties, the party wishing to pursue the Dispute shall refer the Dispute first to mediation and must initiate the mediation within one (1) year after the date on which notice of the Dispute was given or shall be deemed to have waived its right to pursue the dispute in any forum. Such mediation must be initiated within sixty (60) days of the date one party first gave written notice of the Dispute to the other party. An independent and impartial mediator jointly selected by the parties who is qualified by education, training, and experience to hear matters in the nature of the Dispute shall conduct the mediation under the then current Commercial Mediation Procedures of the AAA unless the mediator otherwise determines to use other rules and practices. The mediation shall be held in a mutually agreeable site and, unless otherwise agreed, the parties shall bear the cost of the mediation equally between them. Other than with respect to its occurrence or the failure to occur, the mediation shall be in all respects confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence.

If the parties are not able to resolve the Dispute through the mediation process described above within ninety (90) days of referring the matter to mediation, the Dispute shall be resolved through binding arbitration in accordance with the then current AAA Commercial Arbitration Rules. As determined by the mutual agreement of the parties, the Dispute shall be heard and determined by either: (a) an independent and impartial arbitrator jointly selected by the parties who is qualified by education, training, and experience to hear and determine matters in the nature of the Dispute; or (b) an arbitral panel consisting of three (3) arbitrators, each of whom shall be independent and impartial. In the event the parties mutually agree to have an arbitral panel, each party shall, within thirty (30) days after commencement of the arbitration, select one person to act as arbitrator. The two arbitrators so selected shall, within fifteen (15) days of their appointment, select a third arbitrator who shall serve as the chairperson of the arbitral panel. The arbitrators selected shall be qualified by education, training, and experience to hear and determine maters in the nature of the Dispute. If a party fails to appoint an arbitrator as provided herein, or if the arbitrators selected by the parties are unable or fail to agree upon a third arbitrator within twenty (20) days of their appointment, then that arbitrator shall be selected and appointed in accordance with the AAA Commercial Arbitration Rules. The arbitrator(s) shall be bound by and shall follow the then current ABA/AAA Rules of Ethics for Arbitrators.

Any arbitration proceeding under this Agreement shall be conducted in Louisiana. The arbitrator(s) may construe or interpret but shall not vary or ignore the terms of this Agreement, and shall be bound by controlling law. The arbitrator(s) shall have no authority to award punitive, exemplary, indirect or special damages, except in connection with a statutory claim that explicitly provides for such relief. The decision of the arbitrator(s) on the points in dispute will be binding, and judgment on the award may be entered in any court having jurisdiction thereof.

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

In the event that any portion of this Section or any part of this Agreement is deemed to be unlawful, invalid or unenforceable, such unlawfulness, invalidity or unenforceability shall not serve to invalidate any other part of this Section or Agreement. While the parties agree and intend that any arbitration pursuant to this Agreement is binding, in the event any court determines that this arbitration procedure is not binding or otherwise allows litigation involving a Dispute to proceed, the parties hereby waive any and all right to trial by jury in, or with respect to, such litigation. Such litigation would instead proceed with the judge as the finder of fact.

Unless the parties agree otherwise, the parties, the arbitrator(s), and the AAA shall treat the dispute resolution proceedings provided for herein, any related disclosures, and the decisions of the arbitrator(s) as confidential, except in connection with judicial proceedings ancillary to the dispute resolution proceedings, such as a judicial challenge to, or enforcement of, the arbitral award, and unless otherwise required by law to protect a legal right of a party.

In the event a party wishes to terminate this Agreement based on an assertion of uncured material breach, and the other party disputes whether grounds for such a termination exist, the matter will be resolved through mediation and if necessary arbitration under and in accordance with this Section 12. While the mediation or arbitration provided for hereunder remains pending, the termination for breach will not take effect.

This Section 12 shall govern any Dispute related to the subject matter hereto between the parties arising before or after execution of this Agreement and shall survive any termination of this Agreement.

SECTION 13
MISCELLANEOUS

13.1 **Assignment; Change of Control.** Except as provided in this Section 13.1, neither party shall assign, sell, transfer, delegate or otherwise dispose of, whether voluntarily or involuntarily, by operation of law or otherwise, this Agreement or any of its rights or obligations under this Agreement without the prior written consent of the other party; provided, however, that a party may assign, sell, transfer, delegate or otherwise dispose of this Agreement or any of its rights or obligations under this Agreement without the prior written consent of the other party solely in connection with a change of control, including merger, consolidation, corporate reorganization, sale of all or substantially all of such party's assets or stock, spin-off, change of name or like event, wherein the assignee agrees in writing to be bound by all terms and conditions of this Agreement; provided, however, that such surviving corporation or acquirer shall assume all obligations of such party and shall display to the other party's reasonable satisfaction such party's ability to perform such obligations. Any purported assignment, sale, transfer, delegation or other disposition by a party, except as permitted herein, shall be null and void. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns. Any assignment may be subject to prior approval by an applicable regulatory agency.

13.2 **Entire Agreement and Amendment.** This Agreement, which incorporates all exhibits, attachments, addenda, and appendices, constitutes the entire agreement between the parties in regard to its subject matter. This Agreement may be amended only by a written amendment executed by both parties, except that United may amend this Agreement unilaterally to comply with the requirements of State and federal regulatory authorities, subject to Sections 13.7 and 13.8, and shall give written notice to Vendor of such amendment and its effective date. The headings and titles within this Agreement are for convenience only and are not a part of this Agreement. Any amendment may be subject to prior approval by an applicable regulatory agency.

13.3 **Marketing; Advertising; Use of Names and Trademarks.** During the term of this Agreement, all parties shall have the right to designate and make public reference to Vendor by name in an accurate, factual manner, as the company providing, managing and/or arranging for the provision of Covered Services. Vendor shall have the right to make public reference to United by name in an accurate, factual manner, as the company for whom Vendor is providing, managing and/or arranging for the provision of Covered Services. Vendor and United shall not otherwise use the other's name, trademarks, or service marks without prior written approval. The parties mutually agree to provide, at a minimum, at least forty-eight (48) hours advance notice and opportunity to comment on all press releases, advertisements or other media statements and communications regarding this Agreement, the services provided hereunder or the business relationship between the parties. Vendor shall obtain United's written consent prior to any publication or use of such materials or communications. Nothing herein shall be construed to create a right or license to make copies of any copyrighted materials.

13.4 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of Louisiana, without regard to the conflicts of laws provisions thereof.

13.5 **Notices.** Any notice, demand, or communication required under this Agreement shall be in writing, except in cases in which this Agreement specifically permits electronic notice. Written or electronic notices shall be deemed to have been given when delivered in person, by electronic communication, or by facsimile; or, if delivered via overnight delivery on the next business day. Notices sent by first-class United States mail shall be deemed given three (3) business days from the date mailed, proper postage prepaid and properly addressed to the appropriate party at the address set forth below or to another more recent address of which the sending party has received written notice. Notwithstanding the previous sentence, all notices of termination of this Agreement by either party must be sent by certified mail, return receipt requested. Each party shall provide the other with proper addresses, facsimile numbers and electronic mail addresses of all designees that should receive certain notices or communication instead of that party. The addresses and individuals to which notices are sent may be changed by proper notice in accordance with the procedures outlined in this Section.

If to Vendor:
March Vision Care Group, Incorporated
Attention: President and CEO
6701 Center Drive West, Suite 790
Los Angeles, CA 90045

With a required copy to
March Vision Care Group, Incorporated
Attention: General Counsel
6701 Center Drive West, Suite 790
Los Angeles, CA 90045

If to United:
UnitedHealthcare Community & State
Attn; Daniel Denton
First Center Office Plaza
26957 Northwestern Highway
Suite 400
Southfield, MI 48033

With a Copy To:
UnitedHealthcare Community & State
Attention: Katy L. Bonnstetter, Senior Associate General Counsel
9701 Data Park Drive/MN006-W800
Minnetonka, MN 55343

13.6 **Compliance with Laws.** Vendor and United shall comply, in all material respects, with all applicable laws and regulations. Vendor shall, as applicable, use commercially reasonable efforts to require all Participating Providers, subcontractors and employees to comply with this provision.

13.7 **Change in Law.** If any federal, State, or local law, rule, regulation, or policy or any interpretation thereof (including, without limitation, any court order or ruling) at any time during the term of this Agreement has a material and adverse effect on the ability of a party to receive the benefits it reasonably expects to obtain under this Agreement or renders it illegal for a party to continue to perform under this Agreement in a manner consistent with the parties' intent, then the parties to this Agreement shall negotiate in good faith to amend this Agreement to bring it into compliance, while at the same time preserving the economic expectations of the parties, to the greatest extent possible. If the parties are not able to agree on an amendment to this Agreement within sixty (60) days of one party notifying the other party of a compliance issue pursuant to this Section 13.7, either party shall have the right to terminate this Agreement upon thirty (30) days prior written notice to the other party provided such notice is given within fifteen (15) days of the end of the sixty (60) day renegotiation period.

13.8 **Substantial Change.** Except as provided in Section 13.7, the parties may renegotiate this Agreement if either party would be materially adversely affected by continued performance as a result of a Substantial Change, defined as:

(a) A significant reduction in the number, or change in the composition of, Covered Person enrollment;

(b) A change in, utilization or trends;

(c) A modification of an existing Benefit Plan;

(d) Development of a new Benefit Plan;

(e) Expansion of United's service area to a geographic area of the country not originally contemplated under this Agreement

(f) An increase in the applicable provider fee schedule; or

(g) Any other significant change.

The affected party must promptly notify the other party of the Substantial Change and its desire to renegotiate this Agreement. If a new agreement is not executed within sixty (60) days of the receipt of the renegotiation notice, the party adversely affected shall have the right to terminate this Agreement upon thirty (30) days prior written notice to the other party provided such notice is given within fifteen (15) days of the end of the sixty (60) day renegotiation period.

13.9 **Excluded Individuals.** Neither Vendor nor United shall employ or contract with any individual or entity who is excluded from participation in Medicare or a state health care program or with an entity that employs or contracts with such an individual or entity.

13.10 **Financial Information.** As periodically requested by United, Vendor shall make available to United, or to a third-party auditor retained by United, financial or other information pertinent to Vendor's ability to meet its financial obligations under this Agreement.

13.11 **Non-waiver.** The failure of either party to insist upon the strict observance or performance of any provision of this Agreement or to exercise any right or remedy shall not impair or waive any such right or remedy. Nothing in this Agreement shall be considered waived

by either party unless the party claiming the waiver receives the waiver in writing signed by an authorized signatory. A waiver of one provision does not constitute a waiver of any other.

13.12 **Relationship Between Parties.** The relationship between the parties to this Agreement is solely that of independent contractors. Nothing in this Agreement or otherwise shall be construed or deemed to create any other relationship, including one of employment, partnership, agency, joint venture, association or any other form of separate legal entity or organization.

13.13 **Survival of Terms.** Any provisions of this Agreement that, by their nature, extend beyond the expiration or termination of this Agreement shall survive the termination of this Agreement and shall remain in effect until all such obligations are satisfied. Any provision of the attached exhibits to this Agreement that contemplates performance, observance, or enforcement subsequent to the termination of this Agreement shall survive termination and remain in full force and effect between the parties until such obligations are satisfied.

13.14 **No Third Party Beneficiaries.** This Agreement is intended solely for the benefit of the parties hereto and no third parties shall have any rights hereunder or interest herein except as explicitly provided herein.

13.15 **Force Majeure.** The obligations of a party under this Agreement, other than the payment of money, will be suspended for the duration of any force majeure applicable to that party. The term "force majeure" means any cause not reasonably within the control of the party claiming suspension, including, without limitation, an act of God; industrial disturbance; any mass viral, bacterial, or other microbial or biologic outbreak, including an epidemic or pandemic; war; riot; invasion; acts of a foreign enemy; terrorist action; weather-related disaster; earthquake; and governmental action. A party claiming suspension under this section shall use its best efforts to resume performance as soon as possible.

13.16 **Arm's Length Negotiations, etc.** The parties acknowledge that the terms of this Agreement are fair and reasonable, were negotiated at arm's length, and that they were given ample opportunity to review and consider this Agreement prior to execution.

13.17 **Representations and Warranties.** Vendor and United each represent and warrant that each of the following statements is true and correct as of the Effective Date of this Agreement:

(a) **Due Organization**. Such party is duly organized and validly existing under the laws of the jurisdiction of its organization and has all requisite power and authority to execute and deliver this Agreement and carry on its business as now being conducted by it, and is in good standing or duly registered with the appropriate authority in each jurisdiction in which the nature of business conducted therein by it requires it to be qualified therein to do business and the failure to so register or be in good standing would have a material adverse effect on the other party.

(b) **Authority**. Such party has taken all action necessary for the authorization, execution, delivery and performance of this Agreement. This Agreement has been duly executed and delivered by such party and, when executed by the other party, constitutes the valid and binding obligation of such party, enforceable in accordance with its terms, except as such enforcement may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other laws of general application affecting enforcement of creditors' rights.

(c) **No Conflict**. Neither the execution nor delivery of this Agreement nor the consummation of the transactions contemplated by this Agreement, nor the fulfillment of or compliance with the terms and conditions of this Agreement will conflict with any law, order, judgment or decree applicable to such party or with such party's charter documents, or result in a breach of or constitute a default under or conflict with any material contract, agreement or instrument to which such party is a party or by which it or its properties are bound.

13.18 **Administrative Responsibilities.** United may delegate certain administrative responsibilities under this Agreement to another entity, including, but not limited to, a Payor or its designee. In addition, certain Payor responsibilities may actually be performed by its designee. United will notify Vendor ninety (90) days prior to United's delegation of such activities.

13.19 **Participating Providers; Subcontractors.** Vendor shall ensure that all contracts with Participating Providers who provide Covered Services to Medicaid and Medicare Covered Persons are in writing, duly executed, and incorporate the necessary terms and conditions as required by CMS and the State. Vendor may subcontract some, but not all, of its administrative services obligations hereunder upon prior written approval of United which may be given via electronic mail or any other method of notice set forth in Section 13.5 of this Agreement; provided that, all subcontracts shall in writing, duly executed, and incorporate the necessary terms and conditions as required by the State. Notwithstanding any provision in this Agreement to the contrary, United approves Vendor's use of March Vision Care, Inc. as a pre-approved subcontractor of Vendor.

13.20 **Vendor Locations.** For any location(s) outside of the fifty (50) United States ("Offshore Locations"), Vendor shall obtain prior written approval from United before offshoring such activity. For any locations outside of the fifty (50) states where Vendor performs work related to the Agreement for United, Vendor shall comply with any and all offshoring requirements or restrictions, including any applicable security controls, as updated from time to time to comply with applicable law. At a minimum, Vendor shall maintain the following security controls:

(a) Vendor shall conduct either a SAS70 Type II Audit, a BS-7799 certification, or an ISO27001 certification at all Offshore Locations from which work is performed by Vendor related to the Agreement, and will provide the resulting audit reports to United. The audits or certifications will be conducted once annually, and each report will cover a

twelve (12) month term. The audit report will be issued to United no later than sixty (60) days after the audit is completed.

(b) Vendor shall conduct assessments of general control objectives, as defined by United. These objectives may be periodically updated by United, effective upon delivery to Vendor, to address additional services that Vendor will provide to United.

(c) Vendor will comply with all future BS-7799 regulations, ISO27001 standards, or that of its successor(s), as issued by the SEC and the Public Company Accounting Oversight Board, British Standards Institute (BSI), or International Standards Organization (ISO).

(d) In the event that Vendor's audit report does not meet United requirements, United may exercise its rights under Sections 7.4 and 7.5 of this Agreement. All costs associated with such audit(s) shall be paid by Vendor.

(e) At United's request, Vendor will provide a quarterly management representation letter reflecting any material changes in the environment utilized for the provided services.

13.21 **Exclusion of Damages, Remedies, and Waiver.** NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES, EVEN IF SUCH DAMAGES WERE FORESEEABLE, PROVIDED THAT THIS EXCLUSION WILL NOT APPLY TO DAMAGES CAUSED BY A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR OTHERWISE PAYABLE FOR VIOLATION OF THE CONFIDENTIALITY OR INDEMNIFICATION SECTIONS IN THIS AGREEMENT. The remedies specified in this Agreement are cumulative and in addition to any remedies available at law or in equity.

13.22 **Severability.** The invalidity or unenforceability of any clause or provision hereof shall in no way affect the validity or enforceability of the remainder of this Agreement.

[SIGNATURE PAGE FOLLOWS. THIS AGREEMENT MAY BE EXECUTED IN COUNTERPARTS AND SENT VIA FACSIMILE.]

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the Effective Date.

MARCH VISION CARE GROUP, INCORPORATED	**UNITEDHEALTHCARE OF LOUISIANA, INC.**
By _____	By _____
Print Name Glenville A. March, Jr. M.D.	Print Name Paul J. Balthazor
Print Title Secretary	Print Title CFO

Payments shall be made to:
MARCH VISION CARE GROUP, INCORPORATED
6701 Center Drive West, Suite 790
Los Angeles, CA 90045

EXHIBITS APPLICABLE TO THIS AGREEMENT

Those Exhibits checked below shall apply to this Agreement. All Exhibits not checked have been intentionally omitted.

_X_ Exhibit A:	Compensation for Services
_X_ Exhibit B:	Services Addendum
_X_ Exhibit B-1:	Vision Services – Schedule of Benefits
_X_ Exhibit B-2:	Performance Level Standards
_X_ Exhibit C:	Delegation of Credentialing Addendum
_X__Exhibit D:	Louisiana Medicaid Program Regulatory Requirements Appendix
_X__Exhibit E:	Business Associate Addendum
_X__Exhibit F:	Security

EXHIBIT A
COMPENSATION FOR SERVICES

SECTION 1
COMPENSATION FOR VENDOR SERVICES

Vendor shall provide the services set forth in this Agreement for the products or programs set forth in the table below. For such services, United shall pay Vendor a services fee (each, a "Monthly Fee" and collectively, the "Monthly Fees") at the rate set forth in the table below.

Licensed Health Plan or Legal Entity	Program/Product	Service Area	Rate
[redacted]			

The scope of covered vision services for each program or product listed above is set forth on the attached Exhibit B-1 attached hereto. Other services are set forth on the attached Exhibit B attached hereto.

SECTION 2
PAYMENT TERMS

2.1 **Monthly Fee Due Date.** United shall pay all Monthly Fees on or before the 10th business day of the month of service. United shall calculate Monthly Fees using an estimate of the number of Covered Persons based on the then current information available to United for that month. United shall provide Vendor contemporaneously with the payment of the Monthly Fees electronic detail that relates to the capitation payments. United shall adjust a subsequent Monthly Fee to reflect the difference between the estimated and actual number of Covered Persons.

Settlement of each month's balances due between the parties shall occur within ninety (90) days after the end of the month in which the amount owed becomes known. Notwithstanding this requirement, any more specific settlement terms in this Agreement shall control, no matter if the settlement date is shorter or longer than that set forth above, as long as the due date is specified.

2.2 **Financial Responsibility for Covered Services.** Vendor shall process claims and submit to United a bi-weekly invoice and paid claims file that details claims paid on behalf of Covered Persons. United shall remit payment to Vendor within 5 business days based on the total invoice (in addition to the payment of Monthly Fees as set forth is Section 2.1 herein).

SECTION 3
COMPENSATION TO PROVIDERS

Participating Providers shall be paid for Covered Services rendered to Covered Persons in accordance with the terms of their participating provider agreement with Vendor.

EXHIBIT B
SERVICES ADDENDUM

THIS SERVICES ADDENDUM (this "Addendum") supplements and is made a part of the Administrative Services Agreement (the "Agreement") between **MARCH VISION CARE GROUP, INCORPORATED** ("Vendor") and **UNITEDHEALTHCARE OF LOUISIANA, INC.** ("United"). Vendor shall provide those certain administrative and other services related to the provision of Covered Services to Covered Persons as set forth below.

SECTION 1
DEFINITIONS

Unless otherwise defined in this Addendum, all capitalized terms shall be as defined in the Agreement.

1.1 **Covered Services:** The Vision Services for which a Covered Person is entitled to receive coverage from United or a Payor, pursuant to the terms of the Covered Person's Benefit Plan which describes the benefits available to Covered Persons. The Benefit Plan includes health care coverage that is sponsored, issued or administered by United.

1.2 **Medicare Advantage:** The Medicare Advantage managed care program under which Medicare Advantage benefits are offered through United.

1.3 **Participating Provider or Provider:** A licensed or otherwise appropriately qualified and credentialed vision professional or entity that has executed a Provider Agreement with Vendor, directly or through another entity, to provide Covered Services to Covered Persons

1.4 **Vision Services:** The eye examinations, glasses, contact lenses, replacement eyewear, and other vision care services included in the Covered Persons' Benefit Plans that are offered by United under each Medicaid or Medical Assistance Program/Product and Medicare Advantage Program/Product identified in Section 1 of Exhibit A.

SECTION 2
NETWORK MANAGEMENT

2.1 **Network Development.** Vendor shall arrange for Participating Providers to provide Covered Services to Covered Persons pursuant to this Addendum and the performance level standards set forth in Exhibit B-2, Performance Level Standards. United may recommend to Vendor that certain providers become Participating Providers. In no case shall this provision be construed to obligate Vendor to contract with or make use of any particular health care facility or professional. Vendor retains full and complete rights to terminate a Participating Provider's Provider Agreement with Vendor. Vendor makes no representations or guarantees regarding the continued availability of any Participating Provider. Vendor shall provide United with electronic access in a mutually agreeable format to a listing of Participating Providers that Vendor will update

monthly. In the event of termination of a Participating Provider, Vendor shall assist Covered Persons in transitioning to a new Participating Provider within a reasonable time, or as required by State, federal and/or local law. Any material changes to the composition of the provider network are subject to prior written notification to the State regulatory authorities.

2.2 **Geographic Access.** Upon United's written request, Vendor shall provide United with a current listing of Participating Providers. Vendor's Participating Provider network will be sufficient to ensure that all Covered Persons within the United Service Area (which refers to the geographic area within which United provides services for Benefit Plans) have reasonable access to Covered Services and in accordance with State and federal law availability and access requirements. In the event United reasonably determines that there are not sufficient Participating Providers to provide Covered Services to Covered Persons:

- United shall notify Vendor of the alleged deficiency;
- United and Vendor shall meet to discuss the alleged deficiency, and
- If appropriate, develop a mutually satisfactory plan of correction within thirty (30) days of such notice.
- United shall have the ability to unilaterally impose a plan of correction if the parties cannot develop a timely and mutually satisfactory plan of correction.

United shall notify Vendor in writing at least ninety (90) days prior to any modification of United's Service Area. Vendor shall use best efforts to arrange for Participating Providers in such expanded Service Area within ninety (90) days of receiving such notice, at which time the definition of Service Area in this Agreement shall include such expansion without further compliance with Section 13.2.

2.3 **Vendor's Provider Agreements and Manuals.** Vendor's network participation requirements shall be set forth in its Provider Agreement, operations manual, and/or credentialing and recredentialing plan, all of which shall be made available to United upon written request. Vendor must have a written agreement in effect with each Participating Provider and shall ensure that its Provider Agreements and related manuals comply with all applicable laws, regulations and accrediting agency standards. Vendor understands and agrees that Vendor and Participating Providers may be subject to United's administrative guide and/or provider manual for the provision of Vendor Services and Covered Services for any government program Benefit Plan. The Provider Agreements will require Providers to comply with all applicable obligations in this Agreement and ensure that Covered Persons have access to Participating Providers for the programs and/or products set forth in Exhibit A and will include a plan summary describing such programs and/or products. Vendor and United shall work together in good faith to address any concerns United has regarding the content of such agreements and manuals.

Vendor shall cooperate with and provide to United copies of the Provider Agreements and manuals that United is required to file or submit to regulators or for accreditation purposes and agrees to work with the regulators or administrators of such government-sponsored programs and United to address any regulatory concerns regarding the content of such agreements or manuals.

In the event Vendor intends to make any substantial changes to its Provider Agreements or manuals that would materially affect this Agreement or require filing or submission to United's regulators or the administrators of the government-sponsored programs, Vendor shall notify United of such proposed changes in advance of their effective dates. Vendor and United shall work together in good faith to resolve any concerns United may have about the proposed changes and to complete any filing or submission United is required to make.

2.4 **Right to Approve, Suspend, or Terminate Providers.** United retains the absolute right to approve, suspend or terminate a Provider for participation in any or all of its benefit plans. United also has the right to conduct independently any additional processes or verification procedures it deems necessary or appropriate, until such provider is credentialed. United shall promptly inform Vendor who shall then inform the affected Provider of any denial, restriction or revocation of the provider's participation status in any or all of United's benefit plans as determined by United. In no case shall this Section 2.4 be construed to obligate Vendor to contract with or make use of any particular health care facility or professional.

2.5 **Discontinuing Use of a Participating Provider.** Vendor shall discontinue making referrals to or otherwise using a Provider to provide Covered Services to Covered Persons as follows:

(a) immediately upon expiration of the Cure Period as to a material breach; provided that, Vendor shall have sixty (60) days from the date it receives written notice from United identifying the Provider's conduct that violates a material term of this Agreement or Vendor 's agreement with the Provider to cure such defect (the "Cure Period");

(b) immediately upon Vendor 's receipt of written notice that the Provider's license or certification has been revoked, suspended or otherwise limited;

(c) immediately upon Vendor's receipt of written notice that the Provider's liability insurance has been revoked;

(d) immediately upon Vendor's receipt of written notice that the Provider has been sanctioned by CMS or the State; or

(e) immediately upon termination of the Provider's agreement with Vendor.

Vendor will notify United of Vendor's discontinued use of a Provider to permit United to comply with its obligations under federal or state law or state contract to notify the State and its Covered Persons of changes to provider networks. Vendor shall provide this notice at least thirty (30)

days prior to its discontinuation of a Provider. If thirty (30) days advance notice is not possible, the notice must be immediate. The parties agree and acknowledge that under no circumstance shall services to enrollees be disrupted. Vendor agrees to abide by all applicable laws and regulations relating to provider appeals of termination.

SECTION 3
CREDENTIALING AND RECREDENTIALING

3.1 **Participating Provider Credentialing**. Vendor shall establish and maintain a credentialing and re-credentialing process to which all professional Participating Providers shall be credentialed or re-credentialed in accordance with the Delegation of Credentialing Addendum, attached to the Agreement as Exhibit C. Upon United's written request, Vendor shall provide United with a copy of Vendor's credentialing process. Vendor's credentialing process shall comply with Exhibit C of this Agreement and the applicable requirements of the National Committee for Quality Assurance ("NCQA"), Joint Commission on Accreditation of Healthcare Organizations or another generally recognized accrediting agency ("Accrediting Agency"). The services performed by Vendor under the Delegation of Credentialing Addendum shall, as set forth therein, be pursuant to the monitoring, oversight and approval of United. With reasonable prior written notice and during normal business hours, United may conduct comprehensive onsite evaluation of Vendor's credentialing procedures. Additionally, Vendor shall immediately provide documentation to United related to any issue concerning quality of care or related to any investigation or inquiries by regulatory agencies of any Participating Provider.

SECTION 4
UTILIZATION MANAGEMENT

United is not delegating any utilization management functions to Vendor.

SECTION 5
CLAIMS ADMINISTRATION AND COVERAGE DISPUTES

5.1 **Claims Administration.** Vendor shall perform certain claims administration services for claims and capitation payments associated with Covered Services provided to Covered Persons as described in this Section 5. Vendor shall arrange for Participating Providers to submit claims for Covered Services to Vendor. Claims shall be paid in accordance with the terms and conditions of the Benefit Plan, the Provider Agreements, Vendor's agreements with Participating Providers, this Addendum, the Agreement, and any applicable State or federal requirements.

5.2 **Benefit Administration.** Vendor shall make initial determinations whether services and/or supplies requested by or on behalf of a Covered Person or for which a Covered Person has requested reimbursement are Covered Services.

United shall have the final, binding, and exclusive discretionary authority with regard to the payment of any claim.

With respect to Medicare Advantage Covered Persons, all decisions related to coverage may be reviewed by CMS, and the CMS decision upon review is final and binding. If CMS overturns a denial of payment of any claim for which Vendor has financial responsibility under this the Agreement, Vendor must pay except as otherwise provided by Section 5.4 of this Addendum. If Vendor determines that the claim includes services and/or supplies that are not Covered Services, Vendor shall notify the Covered Person about the lack of coverage and the Covered Person's rights under the Benefit Plan to appeal a denial of coverage.

5.3 **Covered Person Appeal and Grievance Process.** In the event of disputes with a Covered Person or Provider regarding coverage of Covered Services, Vendor shall refer the Covered Person or Provider to the appropriate appeal and grievance processes under the Covered Person's Benefit Plan. Vendor shall cooperate with United with respect to any such appeal or grievance processes. If requested by United, Vendor shall provide or arrange for the vision care services in dispute and United shall reimburse Vendor for the costs associated with such services. Vendor shall be compensated in accordance with this Agreement. The result of the Covered Person appeal and grievance process shall be binding on Vendor, unless Vendor notifies United that Vendor disagrees with such result within fifteen (15) business days after Vendor receives notice of the result. In such case, United or Payor may authorize coverage and pay for the provision of the services and/or supplies in dispute, and the parties shall proceed with the dispute resolution process described in Section 5.5 of this Addendum.

With respect to Medicare Advantage Covered Persons, all decisions related to coverage may be reviewed by CMS, and the CMS decision upon review is final and binding. If CMS overturns a denial of payment of any claim for which Vendor has financial responsibility under this Agreement, Vendor must pay the claim as a covered service except as otherwise provided by Section 5.5 of this Addendum.

5.4 **Medicare Advantage Covered Person Coverage for Discounted Retail Items.** In the event a Medicare Advantage Covered Person purchases a covered vision retail item, such as eyeware, that is a Covered Service from a Participating Provider at a price below Medicare Advantage Covered Person's benefit for such item, Vendor will reimburse Medicare Advantage Covered Person in full for the amount Medicare Advantage Covered Person actually paid for the retail item.

5.5 **Coverage Disputes between Vendor and United or a Payor Regarding Covered Persons.** In the event: (a) of a dispute between Vendor and United or a Payor regarding whether particular services and/or supplies for a Covered Person are Covered Services for which Vendor has financial responsibility; or (b) if United or a Payor enters into a settlement agreement with a Covered Person as a result of actual or threatened grievance, arbitration or litigation, and United or Payor and Vendor do not agree on financial liability for such services (collectively, a "Coverage Dispute"), the parties shall comply with the following Coverage Dispute resolution procedure:

(a) The Coverage Dispute shall be submitted to United's or the Payor's and Vendor's Medical Directors, or equivalent, for review.

(b) The Medical Directors shall issue their determination within seven (7) business days after submission and receipt of appropriate and necessary information.

(c) In the event there continues to be a Coverage Dispute after the Medical Directors' review, the parties shall submit the Coverage Dispute to the most senior executive at each organization, who shall issue their determination within seven (7) business days after submission.

(d) In the event there continues to be a Coverage Dispute, the affected parties shall resolve such dispute in accordance with Section 12 of the Agreement.

5.6 **Effect of Expiration or Termination.** When the Agreement expires or is terminated pursuant to Section 9.2 of the Agreement, the parties agree as follows:

Covered Persons Claims. Vendor is financially and administratively responsible for any claims for Covered Services provided prior to the expiration or termination date, even if the claim for such Covered Services is not received until after the expiration or termination date. The applicable terms of this Addendum, including Sections 5.1, 5.2, 5.3 and 5.4, apply to such claims.

Vendor is also financially and administratively responsible for any claims for Covered Services provided after the expiration or termination date if the claim is related to completing Covered Services that started prior to the expiration or termination date. For example, completing a crown or root canal that was started, beyond examination, x-rays and recommendations, before the expiration or termination date. Completing such Covered Services is included in the payments Vendor received prior to the expiration or termination date. The applicable terms of this Addendum, including Sections 5.1, 5.2, 5.3 and 5.4, apply to such claims.

Vendor is not financially or administratively responsible for any other claims for Covered Persons that are related to Covered Services provided after the expiration or termination date. Vendor shall promptly forward any claims it receives for post-expiration or post-termination date Covered Services for Covered Persons that are not Vendor's responsibility to United or United's designee in a manner consistent with any agreement reached pursuant to Section 9.3 of the Agreement.

SECTION 6
OTHER SERVICES

6.1 **General Services.** In addition to the services described herein, Vendor shall provide the following:

(a) **Reporting.** Vendor will provide United with the reports identified below regarding Covered Services. Vendor shall provide such reports to United no later than thirty (30) business days after the end of each month or calendar quarter, or as otherwise required by law, as appropriate.

(i) **Reporting Changes to Provider Network**. Vendor shall provide United, in a format specified by United, a monthly file of those Participating Providers either terminated from or added to Vendor's network to ensure that United can update its system appropriately or as required by statutes, laws, or regulations.

(ii) **Monthly and Quarterly Reporting**. Vendor shall provide its standard monthly and quarterly cumulative reports.

(iii) **Specialized Reporting**. Upon agreement of the parties and for an additional fee, Vendor shall provide, within a time period mutually agreed to by the parties, specialized reporting of data regarding Covered Services provided or authorized by Vendor.

(iv) **Ad Hoc Reporting**. Vendor and United agree that United may receive one ad hoc report at no additional cost. Additional requests, description of work, terms, schedules and rates shall be detailed and mutually agreed to by United and Vendor prior to commencement of the work. Vendor agrees to cooperate with United in preparing any encounter or other reports, including but not limited to, denial rate reports; claims audit reports; coordination of benefits collection from third parties reports; and any other reports that may be required by CMS. In the event CMS requirements change, the parties agree to negotiate in good faith any additional fees related to additional or different reporting requirements and any applicable State or federal regulatory agencies or CMS.

(b) As applicable, Vendor acknowledges that Medicare Advantage Benefit Plans are required by CMS to maintain a health information system that collects, analyzes and integrates all data reasonably necessary to compile, evaluate and report certain statistical data related to costs, utilization and quality, and such other matters as CMS may require from time to time. Vendor hereby agrees to submit to United, upon written request, all data Vendor possesses that is necessary to meet CMS requirements for Medicare Advantage Covered Persons, if any. At a minimum, Vendor must provide the following reports upon request: Denial rate reports; aged claims reports; claims audit reports; coordination of benefits collection from third parties reports; and any other reports that may be required by CMS. In the event CMS requirements change, the parties agree to negotiate in good faith any additional fees related to additional or different reporting requirements.

(c) **Data Feed.** Vendor shall make commercially reasonable efforts to provide an electronic data feed of Participating Provider contract information required for basic service calls from Covered Persons serviced by United's systems such as Facets, Cosmos, UNET, and EPD. To the extent such method is achieved and is to be put into use, the parties agree to execute such amendments to this Agreement as are necessary to address legal requirements, including, but not limited to, those required under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") or other concerns related to such transmission.

(d) **Surveying.** Vendor shall cooperate with United with respect to surveys of a sample of Covered Persons who have accessed Covered Services pursuant to the Agreement and/or Participating Providers to assess satisfaction with Vendor. Vendor shall work with United to develop and administer such surveys. If areas of dissatisfaction are identified as a result of such surveys, Vendor will develop commercially reasonable corrective strategies for mutually identified areas of concern.

6.2 **Quality Management.** United shall establish and maintain its own quality management program and such other assessment and improvement programs it determines appropriate. Vendor shall cooperate with, and shall use reasonable efforts to ensure Participating Providers cooperate with, any such reasonable and similar programs established or required by United or a Payor, CMS or any applicable State regulatory agency.

6.3 **Provider Agreements and Manuals.** Upon written request, Vendor shall provide United a copy of Vendor's then current generic written participation agreement that Vendor uses when contracting with Providers and any related provider manuals. Any Provider Agreements/templates used by Vendor must be preapproved by United. Vendor's Provider Agreements will require Providers to comply with the applicable obligations in this Agreement. Vendor and United shall work together in good faith to address any concerns United has regarding the content of such agreements or manuals.

Vendor shall ensure that its Provider Agreements and related manuals comply with applicable laws, regulations and Accrediting Agency standards. Vendor shall cooperate with and provide to United copies of the Provider Agreements and manuals that United is required to file or submit to regulators or for accreditation purposes.

In the event Vendor intends to make any substantial changes to its Provider Agreements or manuals that would materially affect this Agreement or require filing or submission to United's regulators or Accrediting Agencies, Vendor shall notify United of such proposed changes before they are effective and Vendor and United shall work together in good faith to resolve any concerns United may have about the proposed changes and to complete any filing or submission United is required to make.

EXHIBIT B-1
VISION SERVICES – SCHEDULE OF BENEFITS

SECTION 1
GENERAL

This Schedule lists the vision care benefits to which Covered Persons of United are entitled, subject to any Copayments and other conditions, limitations and/or exclusions stated herein. This Schedule forms a part of the Agreement to which it is attached.

When Covered Services are provided by Participating Providers, benefits appearing in the first column below are applicable subject to any Copayments as stated below.

SECTION 2
PLAN BENEFITS

VISION CARE SERVICES

	PARTICIPATING PROVIDER BENEFIT	NON-PARTICIPATING PROVIDER BENEFIT
Eye Examination	See Attachment 1	Not Covered
Medically Necessary Services	See Attachment 1	Not Covered

VISION CARE MATERIALS (Lenses & Frames)

	PARTICIPATING PROVIDER BENEFIT	NON-PARTICIPATING PROVIDER BENEFIT
Lenses		
Single Vision	See Attachment 1	Not Covered
Bifocal	See Attachment 1	Not Covered
Trifocal	See Attachment 1	Not Covered
Lenticular	See Attachment 1	Not Covered

	PARTICIPATING PROVIDER BENEFIT	NON-PARTICIPATING PROVIDER BENEFIT
Frames	See Attachment 1.	Not Covered

Lenses and frames include such professional services as are necessary, which shall include:

- Prescribing and ordering proper lenses;
- Assisting in the selection of frames;
- Verifying the accuracy of the finished lenses;
- Proper fitting and adjustment of frames;

- Subsequent adjustments to frames to maintain comfort and efficiency;
- Progress or follow-up work as necessary.

VISION CARE MATERIALS (Contact Lenses)

Necessary Contact Lenses are a Plan Benefit when specific benefit criteria are satisfied and when prescribed by Covered Person's Participating Provider. Prior review and approval by Vendor are not required for Covered Person to be eligible for Necessary Contact Lenses.

	PARTICIPATING PROVIDER BENEFIT	NON-PARTICIPATING PROVIDER BENEFIT
Contact Lenses	See Attachment 1	Not Covered

COPAYMENT

The benefits described above are available to each Covered Person from any Participating Provider at no cost to the Covered Person, with the exception of any applicable Copayment as described below.

Louisiana Medicaid – Bayou Health
There shall be no Copayment payable by the Covered Person to the Participating Provider at the time services are rendered

EXCLUSIONS AND LIMITATIONS OF BENEFITS

PATIENT OPTIONS
This Plan is designed to cover visual needs rather than cosmetic materials. Eye wear may not be upgraded for cosmetic purposes, allowing the recipient to pay the remaining difference. Members are eligible only to receive Covered eye wear as outlined on Attachment 1 or the Louisiana Medicaid Program guidelines.

NOT COVERED

There are no benefits through this Agreement for services or materials connected with:

- Surgical treatment of the eyes;

- Medication;

- Medical treatment of the eyes, other than services covered as part of the Additional Benefit – Primary Eyecare;

- Any eye examination or any corrective eyewear required by an employer as a condition of employment;

- Refractive surgery, such as, but not limited to, LASIK, LASEK, RK and PRK.

- Corrective vision treatment of an experimental nature.

- Any other services listed under Non-Covered Services on Attachment 1

THE VENDOR MAY, AT ITS DISCRETION, WAIVE ANY OF THE POLICY LIMITATIONS IF, IN THE OPINION OF THE VENDOR'S OPTOMETRIC CONSULTANTS, IT IS NECESSARY FOR THE VISUAL WELFARE OF THE COVERED PERSON.

SECTION 3
ADDITIONAL BENEFIT - PRIMARY EYECARE

Primary Eyecare is designed for the detection, treatment, and management of ocular conditions and/or systemic conditions which produce ocular or visual symptoms. Under the plan, Participating Providers provide treatment and management of urgent and follow-up services. Primary Eyecare also involves management of conditions which require monitoring to prevent future vision loss.

The Participating Provider is responsible for advising and educating patients on matters of general health and prevention of ocular, as well as systemic disease. If consultation, treatment, and/or referral are necessary, it is the responsibility of the Participating Provider as a Primary Eyecare Professional, to manage and coordinate on behalf of the patient to assure appropriateness of follow-up services.

SYMPTOMS
Examples of symptoms which may result in a patient seeking services on an urgent basis under the Primary Eyecare Offering include, but are not limited to:

- ocular discomfort or pain
- transient loss of vision
- flashes or floaters
- ocular trauma
- diplopia
- recent onset of eye muscle dysfunction
- ocular foreign body sensation
- pain in or around the eyes
- swollen lids
- red eyes

CONDITIONS
Examples of conditions which may require management under the Primary Eyecare Offering, include, but are not limited to:

- ocular hypertension
- retinal nevus
- glaucoma
- macular degeneration
- corneal dystrophy
- corneal abrasion

- cataract
- blepharitis
- pink-eye
- sty

PROCEDURES FOR OBTAINING PRIMARY EYECARE SERVICES

1. To obtain Primary Eyecare Services, the Covered Person contacts a Participating Provider's office and makes an appointment.

2. If urgent care is necessary, the Covered Person may be seen by a Participating Provider immediately.

3. The Covered Person pays the applicable Copayment to the Participating Provider at the time of each Primary Eyecare office visit.

4. When the Participating Provider has completed the services, he will submit the claim to Vendor. Vendor will pay the Participating Provider directly according to Vendor's agreement with the Participating Provider.

COPAYMENT

The benefits described herein are available to each Covered Person from any Participating Provider at no cost to the Covered Person, with the exception of any applicable Copayment as described below.

Louisiana Medicaid – Bayou Health

There shall be no Copayment payable by the Covered Person to the Participating Provider at the time services are rendered

EXCLUSIONS AND LIMITATIONS OF BENEFITS

The Primary Eyecare Offering is designed to cover Primary Eyecare services only from Vendor's Participating Providers. There is no coverage provided under the Offering for the following:

1. Costs associated with securing materials such as lenses and frames.
2. Orthoptics or vision training and any associated supplemental testing.
3. Surgical or pathological treatment.
4. Any eye examination, or any corrective eye wear, required by an employer as a condition of employment.
5. Medication.
6. Pre and post-operative services.

REFERRALS BY THE PARTICIPATING PROVIDER

The Participating Provider will refer the patient to another doctor under the following conditions:

1. If the patient requires additional services which are covered by the Primary Eyecare Offering but are not provided in his office, the Participating Provider will refer the patient to United or to the patient's primary care physician.

2. If the patient requires services beyond the scope of the Primary Eyecare Offering, the Participating Provider will refer the patient back to United or to the patient's primary care physician.

3. If the patient requires emergency services beyond the scope of the Primary Eyecare Offering, the Participating Provider will make a "STAT" (emergency) referral by calling 911 or directing the patient to the nearest emergency room.

DEFINITIONS

Blepharitis - Inflammation of the eyelids.

Cataract - A cloudiness of the lens of the eye obstructing vision.

Conjunctiva - The mucous membrane that lines the inner surface of the eyelids and is continued over the forepart of the eyeball.

Corneal Abrasion - Irritation of the transparent part of the coat of the eyeball.

Corneal Dystrophy - A disorder involving nervous and muscular tissue of the transparent part of the coat of the eyeball.

Diplopia - The observance by a person of seeing double images of an object.

Eye Muscle Dysfunction - A disorder or weakness of the muscles that control eye movement.

Glaucoma - A disease of the eye marked by increased pressure within the eyeball which causes damage to the optic disc and gradual loss of vision.

Flashes or Floaters - The observance by a person of seeing flashing lights and/or spots.

Macula - A small, yellowish area lying slightly lateral to the center of the retina that constitutes the region of maximum visual acuity.

Macular Degeneration - Degeneration of the macula.

Ocular - Of or relating to the eye or the eyesight.

Ocular Hypertension - Unusually high blood pressure within the eye.

Ocular Conditions - Any condition, problem, or complaint relating to the eyes or eyesight.

Ocular Trauma - A forceful injury to the eye due to a foreign object, e.g., fist, baseball,

racquetball, auto accident, etc.

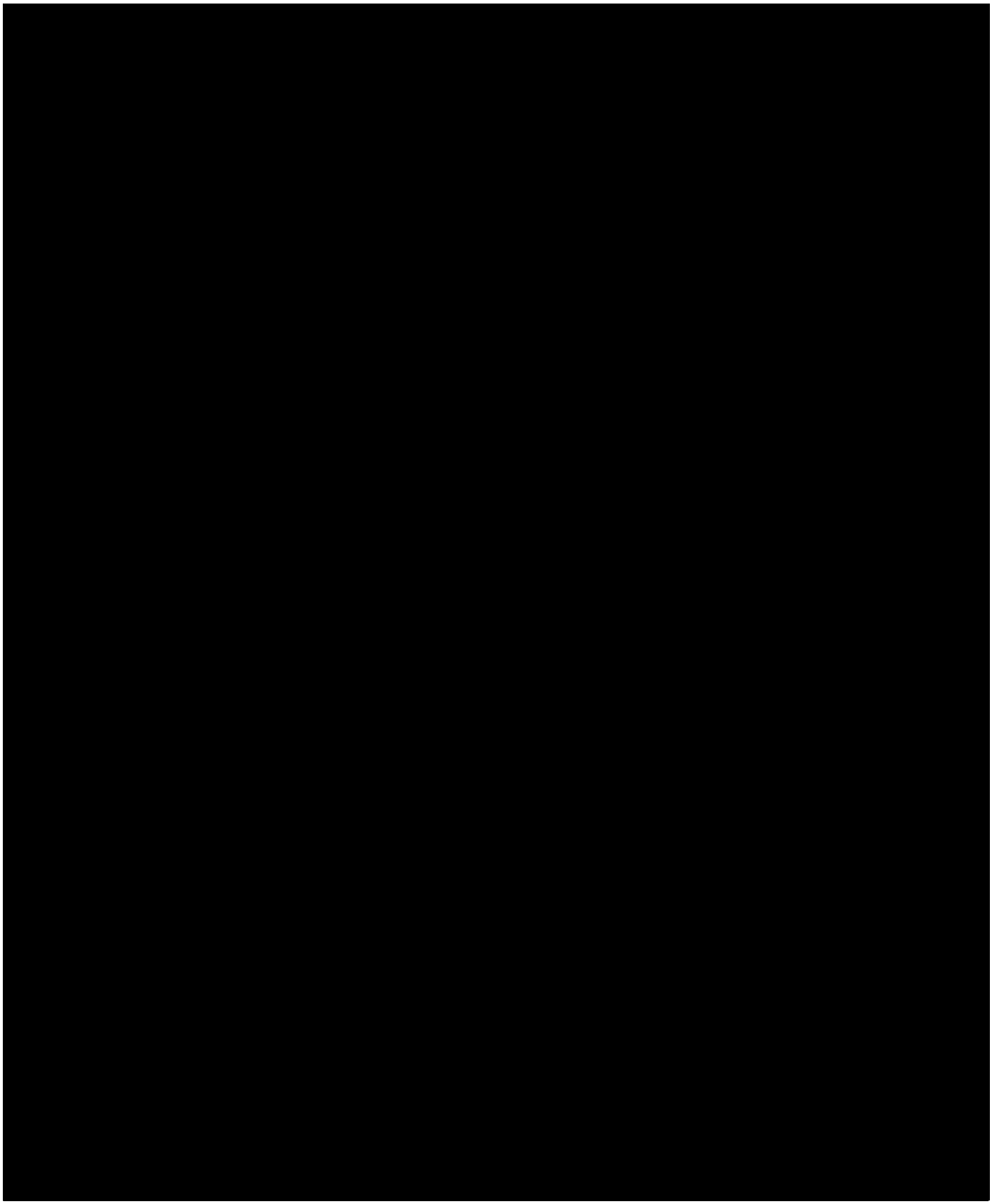
Pink-eye - An acute, highly contagious, conjunctivitis (inflammation of the conjunctiva).

Retinal Nevus - A pigmented birthmark on the sensory membrane lining the eye which receives the image formed by the lens.

Sty - An inflamed swelling of the fatty material at the margin of the eyelid.

Systemic Condition - Any condition or problem relating to a person's general health.

Transient Loss of Vision - Temporary loss of vision.



[redacted]

Source: LOUISIANA MEDICAID PROGRAM ISSUED: 04/21/11
CHAPTER 46: VISION (EYE-WEAR) SERVICES
SECTION 46.1: COVERED SERVICES

EXHIBIT B-2
PERFORMANCE LEVEL STANDARDS

THESE PERFORMANCE LEVEL STANDARDS (these "Performance Standards") shall govern the performance of the services that March Vision Care Group, Incorporated ("March") renders on behalf of UnitedHealthcare of Louisiana, Inc. ("United") pursuant to that certain Administrative Services Agreement entered into between March and United, effective February 1, 2015(the "Agreement").

Capitalized terms not otherwise defined in these Performance Standards shall have the meaning ascribed to them in the Agreement.

SECTION 1
INTRODUCTION

United contracts with the state and federal government to provide health care services and support to beneficiaries of government-sponsored health programs. Under these agreements, United has obligations to and responsibilities for services to beneficiaries, providers and its government customers. United relies on the services and resources of March to provide vision services to Covered Persons, develop a vision provider network to meet state accessibility and network performance standards and achieve competitive parity or advantage with other government program plans.

SECTION 2
PURPOSE

The purpose of these Performance Standards is to set forth additional operational detail regarding the performance requirements, expectations and responsibilities for March regarding the services March performs on behalf of United. All such requirements, expectations and responsibilities shall constitute policies and procedures that March agrees to observe in performing its obligations under the Agreement.

SECTION 3
STANDARD SERVICES TO BE DELIVERED

March shall provide United a spectrum of vision services as described in the Agreement. In performance of these services, March will manage the confirmation of benefits and eligibility and all vision claims processing. March will perform network management services, including provider recruitment, provider education and training and provider credentialing. March shall maintain a network of vision providers that meet state and federal accessibility and network performance standards, and achieves competitive parity or advantage with other government program plans in the applicable service area.

SECTION 4
CHANGES TO ANY SERVICES DELIVERED

United's contract with state and federal governments allows United to provide additional treatment services to Covered Persons that may not be specifically mentioned within the Covered Person's Benefit Plan. Therefore, United may, from time to time, request from March certain non-standard vision services for Covered Persons if the services are in the best interest of the Covered Person. March agrees to use its best efforts to comply with such requests.

The parties may also determine that a change to the delivery of services set forth in the Agreement and these Performance Standards is necessary. Any additional State accessibility and network performance standards that apply to March's development of the network other than detailed in these Performance Standards shall be attached as Schedule A to these Performance Standards. Either party may propose changes to the scope, nature or time schedules of any services being performed under these Performance Standards or the Agreement; provided, however that both parties mutually agree to the proposed changes, including any changes to metrics reporting or operational guidelines. All changes will be subject to approval by both parties.

SECTION 5
UNITED RESPONSIBILTIES

United shall continuously assess March's service performance and reporting metrics, as set forth in these Performance Standards to identify trends and opportunities for process improvement. United will schedule monthly meetings with March to review the metrics described in these Performance Standards or Schedule A.

United will actively seek and provide feedback concerning issues/problems that arise in the delivery of services to Covered Persons and will identify one national point of contact to act as the primary liaison between United and March.

SECTION 6
PERFORMANCE AND REPORTING

The most critical aspect of these Performance Standards is the monitoring and measuring of March's service level performance. All key services provided to Covered Persons must be carefully measured and monitored by March and the results analyzed and reported to United as set forth in Schedule A to these Performance Standards. All benchmarks, targets and metrics, as well as reporting timeframes are described in Schedule A.

Service performance levels must be reviewed monthly by both United and March. Any problems that might arise must be addressed in accordance with the terms set forth in Schedule A.

In the event that, during an audit of United, whether internal or external, or any other time during the term of the Agreement, the internal auditing body, state, or a regulatory agency identifies a

deficiency(ies) in any of the performance metrics or reporting requirements set forth in these Performance Standards, United shall notify March of the identified deficiency(ies) within 7 calendar days or as soon as possible. The parties agree and acknowledge that any such deficiency(ies) identified will be resolved according to the audit and/or corrective action plans in the plan requirements set forth in the Agreement.

SECTION 7
TERM; TERMINATION

These Performance Standards are coterminous with the Agreement and shall expire or terminate on even date therewith.

SECTION 8
POLICIES AND PROCEDURES

March shall develop and maintain throughout the term of this agreement, and make available upon request by United, policies and procedures that document and define March's ability to fully comply with all services delegated to March through the Agreement and demonstrate compliance with any state regulatory requirements. Examples of functions or responsibilities to be supported by March policies and procedures include, but are not limited to:

- Maintaining an accurate list of the United Medicaid/Medicare Plans and the functions provided for each Plan with which March has a contractual or other arrangement, along with providing contracts or other such documents defining the roles and responsibilities of each party
- Network access and adequacy in accordance with any state/federal access requirements (at a minimum)
- Provider education and training materials, such as provider manuals and web based informational materials, that clearly identify compliance requirements for United membership, and the ability to verify that providers have accessed the education and training materials
- Provider contracts, in particular the inclusion of contract language in all provider agreements supporting United membership which at a minimum contain the applicable state Medicaid and Medicare Advantage regulatory appendix and any other required state/federal contract language requirements
- Provider terminations, including specificity to which March communicates terminations to the plan, and adherence to any state/federal requirements as it relates to member notifications
- Credentialing and recredentialing meeting all state/federal regulatory requirements
- Generally, policies that address meeting state/federal requirements for functions such as identifying and reporting fraud, waste and abuse, record retention, confidentiality, non-discrimination, information management, protection of protected health information (PHI), HIPAA compliance, privacy and security

SECTION 9
PENALTIES & LIQUIDATED DAMAGES

March shall achieve the performance level standards and reporting contained in Schedule A attached hereto. Failure to achieve these standards will result in the assessment of a penalty equal to one percent (1.0%) of such month's capitation payment to March by United for the applicable Program or Product. United shall request in writing from March payment for such penalty and March shall pay such penalty within 30 days of receipt of such invoice. Notwithstanding the foregoing, any failure to achieve the standards and reporting will not result in a penalty being imposed on March when such failure is caused or contributed to by the actions or inactions of United.

SCHEDULE A
PERFORMANCE AND REPORTING SPECIFICATIONS

Table of Contents

SECTION 1
PRODUCTS, SERVICES AND PROGRAMS

Product Description	Service Description
Louisiana Medicaid – Bayou Health	Vision Services

SECTION 2
CHANGES TO SERVICES DELIVERED

At times, it may be necessary for either United or March to require or request a change to the services being delivered. All changes to the delivery of any services must be conducted according to the following process:

Either party must submit proposed changes to the scope, nature or time schedule of any services being performed, in writing, to one identified, main point of contact at either organization. Accordingly, either the United or March contact shall reply in writing (email or letter), within ten (10) business days, agreeing to the proposed changes or declining the proposed changes. Note: Contractual or Regulatory required services cannot be declined by either party. If either party disagrees with the proposed changes, United and March shall discuss the changes and come to an agreement on the changes within ten (10) business days. All changes mutually agreed upon will then be documented in writing and finalized with an amendment signed by both parties to either this Schedule A or to these Performance Standards.

SECTION 3
PROBLEM MANAGEMENT

3.1 **Definitions.** For the purposes of these Performance Standards and this Schedule A, the following terms shall have the meanings set forth below.

Problem shall mean any issue or concern regarding services provided to a Covered Person; any deficiency in meeting any of the outlined service metrics; or any shortfall in meeting any of the network adequacy requirements.

Escalation Process shall mean issues or concerns that arise that cannot be handled by line personnel in the normal process (i.e., via direct discussion or email) and therefore must be escalated to one management level contact at March or United, who in turn, must investigate the issue, ensure a mutual resolution to the issue, and relay the final outcome to all parties involved. Escalated service issues that arise will be directed to one point of contact at United, and will be resolved via one point of contact at March.

3.2 **Problem Management Response Times.** Below are the expected response times for specific issues reported by United:

- Concerns involving cases of an urgent nature shall be responded to by March within four (4) hours.
- Concerns general in nature shall be responded to by March within two (2) business days.
- Metrics that are out of compliance with an established target will be identified in an executive summary to the performance level standards report. The United and March group reviewing the report will identify opportunities to track and trend specific metrics and will establish when a corrective action plan is warranted based on two (2) or more quarter's performance falling outside the identified targeted performance.

SECTION 4
CLAIMS AND ENCOUNTERS PERFORMANCE AND REPORTING

March shall comply with the performance metrics and reporting requirements related to claims and encounters as set forth in the table below. With the exception of monthly reporting dates for actual encounters, which may vary by deliverable to a particular health plan, any other monthly reporting shall be provided by the tenth (10^{th}) day of the following month. Any quarterly reporting shall be provided within twenty (20) calendar days after the end of each quarter.

Metric	Metric Description	Measurement	Expected Value	Frequency
Total Claims Received	Total number of claims received for services provided to Medicare Medicaid members	# of total claims received	As Reported	Monthly, Annual Trending
EDI claims Usage	Number of claims received, and percentage of total electronic claims, that originated from an electronic, non-paper format	# of electronic claims % of total claims received electronically	As Reported	Monthly, Annual Trending
EDI Claims Rejection	Number of claims submitted, and percentage of total electronic claims, that are rejected and require manual intervention	# of electronic claims rejected % of total electronic claims received that are rejected	As Reported	Monthly, Annual Trending
Manual Claims Usage	Number of claims processed, and percentage of total claims, that originated from a paper format	# of manual claims received % of total claims received manually	As Reported	Monthly, Annual Trending

Total # of claims adjudicated	Number and dollar amount of claims for which a determination of benefits has been made for services provided to Medicare/ Medicaid members	# of claims successfully adjudicated $ amount of adjudicated claims	As Reported	Monthly, Annual Trending
Auto-Adjudication of claims	The total Number of claims and the total dollar amount of claims automatically adjudicated (i.e., individual claim did not require any direct manual intervention in determining claim benefit) and the percentage of claims auto adjudicated relative to the number of total claims processed	# of claims auto-adjudicated $ amount of claims auto-adjudicated % of total claims auto-Adjudicated	As Reported	Monthly, Annual Trending
Manual Adjudication of Claims	Claims adjudicated through direct manual intervention in determining the claim benefit	# of claims manually adjudicated $ amount of claims manually adjudicated	As Reported	Monthly, Annual Trending

Claims Adjudication Financial Accuracy	Based on a random sample of claims adjudicated, calculate the percentage of claims with no financials errors, including correct determination of coinsurances, deductibles, maximum out-of-pocket expenses, COB, and usual and customary calculations	% of claims without financial errors	90% of total claims processed over measurement period will be paid correctly – 3% sampling of claims	Quarterly, Annual Trending
Claims Adjudication Clerical Accuracy	Based on a random sample of claims adjudicated, calculate the percentage of claims with no clerical errors, including place of service, disallow codes, provider, date claim received, diagnosis, procedure, patient name and date of service	% of claims paid without clerical errors	90% of total claims processed over measurement period will be free of clerical errors – 3% sampling of claims	Quarterly, Annual Trending
Total Claims Paid	Total number and dollar amount of claims for which payment was made in the current month	# of claims $ total claims paid	As Reported	Monthly, Annual Trending
Average $ amount per claim	Total dollar amount of claims paid divided by total number of claims paid	Average $ amount per claim	As Reported	Monthly, Annual Trending
Highest claim paid	Dollar amount of Claim with highest dollar amount paid	$ highest claim paid	As Reported	Monthly, Annual Trending

Total Interest Paid	Interest paid on claims	# of claims with interest paid $ amount of Interest paid	As Reported	Monthly, Annual Trending
Interest Paid as % of total	Interest $ amount as total of the claims payment made	% total payment that accounts for interest paid	As Reported	Monthly, Annual Trending
Claim Turnaround Time	Time, in number of days, between receipt of claims and payment and/or mailing of EOB to provider or member, for clean claims.	# of days	At least **90%** of all clean claims will be processed or paid within **15** business days of the date of receipt* At least 99% of all clean claims will be processed or paid within **30** calendar days of the date of receipt	Monthly, Annual Trending
Correctly Formatted Encounter File	Report in required Proprietary Format Within Expected State Time Frames	Yes/No compliant with requirements	Correct format, delivered on time	Monthly by the 10th
Encounter Volume	Total # of encounters and dollar amount submitted to the state	# of encounters $ total encounters amount	As Reported	Monthly, Annual Trending

*Date of receipt is defined as the date that March receives the claim, as indicated by its date stamp on the claim. The date of payment is the date of the check or other form of payment.

SECTION 5
OPERATIONAL/PROVIDER NETWORK PERFORMANCE AND REPORTING

March shall comply with the performance metrics and reporting requirements related to provider network services as set forth in the table below. Monthly reporting shall be provided by the tenth (10^{th}) day of the following month. Quarterly reporting shall be provided within twenty (20) calendar days after the end of each quarter.

Metric	Metric Description	Measurement	Expected Value	Frequency
Average number of members per provider (Network Adequacy)	The ratio between member and provider, calculated by the total number of current Medicare/Medicaid members divided by the number of providers currently accepting Medicare/Medicaid	# of total members # of total Providers Average Member per provider	1 Provider per every 2,500 Covered Persons	Quarterly, Annual Trending
Average miles and/or driving time between member and provider (Network Adequacy)	Average distance in miles between existing Medicare/Medicaid members and Providers currently accepting Medicare/Medicaid members	# of average miles between members and providers (as evidenced through Geo Access Reporting)	60 miles for 75% of the population 90 miles for 100% of the population	Quarterly, Annual Trending
Provider Demographic Accuracy	Calculate the percentage of Providers with no errors based upon key fields (License numbers, address, Medicaid ID, etc.)	% accuracy	As reported	Quarterly
Provider File Health Plan Submission (PV46)	For Plan network submission to the state and for encounter submission, the Provider File will include all state required Provider demographic data.		As Reported	Weekly

Provider Termination – Member Report	When a provider terminates with March – March will send a report of members that utilized that provider within the past 12 months	Report includes Bayou Health member utilization and demographic information	As reported	Ad Hoc

5.1 **Provider Materials.** Vendor shall comply with the performance metrics and reporting requirements related to provider materials and provider training as specified below.

Category	Metric	Requirement	Reporting Frequency
Provider Agreement	Submission of provider agreement templates and revisions	Vendor will submit to United annually or whenever updated - copies of all provider agreement templates which must comply with all LA State/Bayou Health requirements.	Annual, Ad Hoc
Provider Manual	Submission of provider manual and revisions	Vendor will submit to United annually or whenever updated - its Provider Manual which must comply with all LA State/Bayou Health requirements. Any proposed revisions may be released only after approval has been given.	Annual, Ad Hoc

SECTION 6
CREDENTIALING AND RECREDENTIALING

March shall comply with the performance metrics and reporting requirements related to credentialing and recredentialing as specified below.

Metric	Metric Description	Requirement	Reporting Frequency
Re-credentialing Frequency	Length of time between when a Provider was last credentialed to when the Provider is next credentialed	Once every 3 years upon initial credentialing date	N/A

New Application and Re-credentialing Turn-Around-Time (TAT)	Length of time from the initiation to the completion of the credentialing process for each Provider The start time begins when all necessary credentialing materials have been received. Completion time ends when written communication is mailed or faxed to the provider notifying them of Vendor's decision	Credentialing of all service providers applying for network provider status shall be completed as follows: All files - 100% within 90 days.	Monthly
Adverse Action Notification	Report of any action that denies, restricts, encumbers, revokes, or suspends a Practitioner's professional license, medical staff privileges, Vendor Provider status and or eligibility in the Medicare program	Within three (3) business days of Vendor taking action or receiving notification	Within three (3) business days of Vendor taking action or receiving notification
Sanctions, Terminations or Suspensions	Report deficiencies that result in suspension or termination to appropriate authorities such as the National Practitioner Data Bank, CMS and United	Within three (3) business days of action	Within three (3) business days of action
Provider Disclosure of Ownership	Providers must execute new disclosures on a credentialing cycle of every 3 years.	Vendor will collect, track and review all disclosures	N/A

SECTION 7
COVERED PERSON SETUP AND MAINTENANCE SERVICES

March shall comply with the performance metrics and reporting requirements related to Covered Person setup and maintenance services as set forth in the table below. Monthly reporting shall be provided by the tenth (10^{th}) day of the following month. Quarterly reporting shall be provided within twenty (20) calendar days after the end of each quarter.

Metric	Metric Description	Measurement	Expected Value	Frequency
Download of Eligibility File Turnaround Time	Number of days for an eligibility file to be loaded into and available in the system for use by Member Services and Claims	# of days between receipt of the eligibility files and downloading of files into the system.	2 business days 95% of the time	Monthly
Eligibility Edit Reporting	Summary list of new records, identified as additions, deletions and % change.		March will notify the health plan if there is a greater than 5% change in the entire file	Ad Hoc

SECTION 8
PROVIDER SUPPORT SERVICES

March shall comply with the performance metrics and reporting requirements related to provider and member support services as set forth in the table below. These metrics will be reported with respect to United. Monthly reporting shall be provided by the tenth (10^{th}) day of the following month.

Metric	Metric Description	Measurement	Expected Value	Frequency
Provider Customer Service – Call Volume	Total number of inquiries answered by a representative	# of calls received	As reported	Monthly, Annual Trending

Provider Customer Service – Answering Speed	Average time in seconds between the time a caller is connected and a representative answers the call for services	Average # of seconds	30 Seconds	Monthly, Annual Trending
Provider Customer Service – Service Level	% of calls answered within X seconds	% of calls	90% of provider calls will have an average speed to answer of 30 seconds	Monthly, Annual Trending
Provider Customer Service – Average Hold Time	Average time that a caller is not connected with a representative, for the duration of the call	Average time in seconds	100% of all calls, whether incoming or outgoing, will be placed on hold for no more than an average of 180 seconds	Monthly, Annual Trending
Provider Customer Service – Abandonment Rate	Number of calls that are abandoned before reaching a representative or disconnected after reaching a representative in current month The percentage of total calls received that are abandoned (abandoned calls divided by total calls received in current month)	# abandoned % of total calls received that are abandoned	Abandonment Rate of less than 5%	Monthly, Annual Trending

SECTION 9
COVERED PERSON APPEALS

March shall comply with the performance metrics and reporting requirements related to Covered Person appeals as set forth in the table below. Monthly reporting shall be provided by the tenth (10^{th}) day of the following month.

Metric	Metric Description	Measurement	Expected Value	Frequency
YTD Appeals Assistance Requested from Plan	Number of member appeals that Plan requested assistance from March	# of YTD appeals received	As Reported	Monthly, Annual Trending

SECTION 10
QUALITY ASSURANCE

March shall comply with the performance metrics and reporting requirements related to quality assurance as set forth in the table below.

Metric	Metric Description	Measurement	Expected Value	Frequency
Provider Satisfaction Survey	Annual Survey of Provider Satisfaction with March	Survey results provided	Providers overall are generally satisfied	Annual report due April 15^{th}

SECTION 11
COMPLIANCE

March shall comply with the performance metrics and reporting requirements related to compliance as set forth in the table below.

Metric	Metric Description	Measurement	Expected Value	Frequency
Report of Compliance Incidents/FWA	Vendor must report (with supporting documentation) to United within 24 hours of any evidence of member or provider fraud and abuse related to United Vendor will provide a summary report of all compliance incidents or incidents of suspected fraud, waste and/or abuse as investigated by Vendor and relating to United	Report the date of the report, Member name, ID number, date of alleged fraud/abuse, description of alleged fraud/abuse, referrals made, Provider name, address and NPI# or Medicaid ID# if applicable Report provided along with relevant details	As Reported	Submit to plan immediately upon identification. Quarterly summary by the 20th of the month following the end of Quarter.
Sanction/Exclusion Screening Notification	Vendor will conduct periodic monitoring of governmental exclusion lists & databases and report any findings that result. Vendor must immediately report any person/provider who has been excluded	Report the date match was found, name of person/provider, which exclusion lists/sites match was found, action taken	As Reported	Vendor to submit to plan immediately upon identification.

SECTION 12
UTILIZATION

March shall comply with the performance metrics and reporting requirements related to benefit utilization as set forth in the table below. Monthly reporting shall be provided by the tenth (10^{th}) day of the following month.

Metric	Metric Description	Measurement	Expected Value	Frequency
Utilization Summary	Report of utilization of services, including: Total % utilization of benefit, Total # materials	% utilization # materials	As Reported	Semi-Annual by January 15^{th} and July 15th

EXHIBIT C
DELEGATION OF CREDENTIALING ADDENDUM

THIS DELEGATED CREDENTIALING ADDENDUM (this "Addendum"), supplements and is made a part of the Administrative Services Agreement (the "Agreement") between **MARCH VISION CARE GROUP, INCORPORATED** ("Vendor") and **UNITEDHEALTHCARE OF LOUISIANA, INC.** ("United").

SECTION 1
DEFINITIONS

All capitalized terms not otherwise defined herein shall have the meanings given to such terms in the Agreement.

1.1 **Complaint:** Any written or oral communication made by a Covered Person or his or her authorized representative that expresses dissatisfaction about United, a Participating Practitioner or Component, or United's products, benefits, coverage, services or operations.

1.2 **Component:** A hospital, skilled nursing facility, outpatient surgical center, free-standing surgical center, such as stand-alone abortion clinics and multispecialty outpatient surgical centers, or a similar facility, or as defined by the Credentialing Authorities, that is required by United and the Credentialing Authorities to be Credentialed in order to participate in the United Network. For purposes of this Agreement, Component specifically excludes all home health care agencies and behavioral health facilities providing mental health or substance abuse services.

1.3 **Credential, Credentialing or Recredentialing:** The process of assessing and validating the applicable criteria and qualifications of providers to become or continue as Participating Practitioners or Components, as set forth the Credentialing Plan and pursuant to Credentialing Authorities.

1.4 **Credentialing Authorities:** The National Committee for Quality Assurance ("NCQA"), the Center for Medicare and Medicaid Services ("CMS"), as applicable, and other State and federal regulatory authorities; to the extent such authorities dictate credentialing addendum requirements.

1.5 **Credentialing Plan:** United's policy for Credentialing and Recredentialing of Practitioners and Components. To the extent the Credentialing Plan varies from any legal requirement, the law will control. The Credentialing Plan shall also include any State or federal regulatory requirements attached to the Credentialing Plan.

1.6 **Participating Component:** A Component that is included in the United Network, directly or through another entity, pursuant to a Participation Agreement.

1.7 **Participating Practitioner:** A Practitioner that is included in the United Network, directly or through another entity, pursuant to a Participation Agreement.

1.8 **Participation Agreement:** An agreement that sets forth the terms and conditions under which a Practitioner or a Component, either directly or through another entity, participates in Vendor's Network.

1.9 **Practitioner:** A licensed or otherwise appropriately qualified health care professional or entity who is qualified and, when applicable, duly licensed and/or certified by the state in which he, she or it is located to furnish Covered Services when acting within the scope of his, her or its license or certification.

1.10 **Quality of Care:** The degree to which health services for Covered Persons and populations increase the likelihood of desired health outcomes and are consistent with current professional knowledge. Dimensions of performance include the following: Covered Person perspective issues, safety of the health care environment, accessibility, appropriateness, continuity, effectiveness, efficacy and timeliness of care.

1.11 **United Network:** The network of Practitioners and/or Components established by United to provide or arrange for the provision of health care services to Covered Persons.

1.12 **Vendor Network:** The network of Practitioners and/or Components established by Vendor to provide or arrange for the provision of health care services.

SECTION 2
VENDOR RESPONSIBILITIES

2.1 **Policies and Procedures.** Vendor may utilize its own policies and procedures for the performance of delegated activities set forth in this Addendum, subject to the terms and provisions hereof, and provided that such policies and procedures remain in compliance with the reasonable requirements of United, and applicable federal and State law and accreditation standards. All such policies and procedures shall be forwarded to United, on an annual basis or upon request, for ongoing review and approval.

2.2 **Compliance with Standards and Applicable Law.** Vendor shall at all times meet the applicable standards for Credentialing and Recredentialing, as required by Credentialing Authorities and as set forth in the most current Credentialing Plan. United shall provide Vendor a copy of the Credentialing Plan through regular mail or electronically. United may unilaterally change its Credentialing Plan by providing thirty (30) days prior written notice to Vendor of the changes and their effective dates; provided, however, if required by Credentialing Authorities, United may unilaterally change the Credentialing Plan immediately without prior written notice to Vendor of the changes and their effective dates. Any notice provided to Vendor under this Section may be in electronic format. Vendor shall also comply with all applicable laws related to the performance of delegated activities.

2.3 **Delegated Activities.** Vendor shall perform such delegated activities as United deems appropriate, including the Credentialing of Practitioners and Components in accordance with the Credentialing Plan, as may be amended from time to time, and the requirements set forth by the Credentialing Authorities. Vendor understands and agrees that Practitioners and Components may not provide health care services to a Covered Person unless and until such Practitioners and Components are properly Credentialed and have executed or are otherwise subject to a Participation Agreement. Vendor will not communicate anything to the contrary to a Practitioner or Component.

2.4 **Credentialing of Practitioners.** When required, the Credentialing of Practitioners by Vendor shall include, but is not limited to:

(a) establishing and maintaining credentialing standards, policies and procedures;

(b) receiving the provider's application, reapplication and attestation, including documentation required under State and federal rules, regulations and any applicable contract between United and the State for the provision of Covered Services to Covered Persons;

(c) conducting office site visits as defined by Vendor's policy or as required by applicable law or State program and medical record keeping assessments and requiring a passing score, as defined by Vendor's policy;

(d) confirming the Practitioner has not been denied Credentialing from United in the previous twenty-four (24) months;

(e) confirming the Practitioner has active hospital staff privileges at a participating hospital, if applicable to Practitioner's practice;

(f) confirming the Practitioner is Medicaid-enrolled and agrees to comply with all pertinent Medicaid regulations as applicable for participation in Medicaid programs;

(g) making decisions on Credentialing;

(h) the ongoing monitoring and evaluation of Complaints, sanctions on licenses, Medicare/Medicaid Complaints, and Quality of Care issues;

(i) primary source verification, where applicable, of the Practitioner's education, including successful completion of a residency program, board certifications, current licensure or certification and any sanctions or limitations thereon;

(j) registration with the Drug Enforcement Agency;

(k) possession of a State Controlled Dangerous Substance Certificate;

(l) current, active malpractice insurance or State-approved alternative;

(m) malpractice history;

(n) work history;

(o) verification that the Practitioner is not ineligible, excluded or debarred and does not have any restrictions, sanctions, censures or other disciplinary action (other than action regarding incomplete medical records) against him/her by any state or county medical association, medical staff, hospital, state or federal programs, including but not limited to, Medicare or Medicaid; and

(p) recredentialing must be completed at least every three (3) years, unless otherwise required by applicable law or State agency.

2.5 **Credentialing of Components.** Vendor shall Credential the Components that apply for participation in the United Network. When required, the Credentialing of Components shall include, but is not limited to:

(a) establishing and maintaining Credentialing standards, policies and procedures;

(b) verification of current licensure or certification and any sanctions or limitations thereon;

(c) verification that the Component is not ineligible, excluded or debarred and does not have any restrictions, sanctions or other disciplinary action against it by any state or federal programs;

(d) verification of current, active malpractice insurance or State-approved alternative;

(e) appropriate accreditation, certification or satisfactory alternative or a passing score on Component site visits;

(f) making decisions on Credentialing; and

(g) the ongoing monitoring and evaluation of Complaints, sanctions on licenses, Medicare/Medicaid Complaints, and Quality of Care issues.

2.6 **Right of Appeal.** If Vendor makes a decision to suspend or terminate a Participating Practitioner or Participating Component from Vendor's network, Vendor shall, when required by State or federal law, offer such Participating Practitioner or Component the right to appeal or request a fair hearing. Vendor shall conduct the appeals process and report the action, as required by the Credentialing Authorities.

2.7 **Audit Participation.** Vendor shall fully cooperate and participate, either telephonically or personally, in audits conducted by Credentialing Authorities, including interview sessions, upon fourteen (14) calendar days notice from United, unless the Credentialing Authorities require

a shorter timeframe. This Section shall survive any termination of the Agreement or the revocation of delegated activities pursuant to Section 3.3 of this Addendum.

2.8 **Records.** Unless applicable statutes or regulations require a longer time period, Vendor shall retain all information and records related to this Addendum according to United's record retention policies, or for at least ten (10) years, or as otherwise required by law. United, Credentialing Authorities and any federal, State or local governmental official or their authorized representatives who audit United shall have access to all records or copies which are pertinent to and involve transactions related to this Addendum if such access is necessary to comply with United's policies, applicable accreditation standards, statutes, or regulations. Photocopying and mailing of records pursuant to this section shall be at no charge to United. United and Vendor shall maintain the privacy of all information regarding Covered Persons, Covered Services Participating Practitioners and Participating Components in accordance with applicable statutes and regulations. This Section shall survive any termination of the Agreement or the revocation of delegated activities pursuant to Section 3.3 of this Addendum.

2.9 **Improvement Action Plan.** In the event that, during an audit or any other time during the term of this Addendum, United discovers any deficiency(ies) in Vendor's delegated activities, Vendor shall develop an Improvement Action Plan for the specific activity that United determines to be deficient. The Improvement Action Plan shall include specifics of and timelines for correcting any deficiencies or issues contained in the audit report to Vendor. Vendor shall implement the Improvement Action Plan within the specified timeframes. In the event the Improvement Action Plan is not developed and/or implemented within such timeframes, United may revoke all or certain delegated activities pursuant to Section 3.3 of this Addendum. If deficiencies are identified, United retains the right to increase its monitoring, evaluations, and audits of Vendor until the deficiencies are corrected.

2.10 **Documentation and Information.** Vendor shall provide to United the following documentation and information according to the time periods listed below:

(a) Inquiries and Investigations. Within five (5) business days of Vendor's knowledge of actions taken as a result of any inquires or investigation by regulatory agencies, or Quality of Care issues investigated by Vendor, that result in the limitation, restriction, suspension or termination of a Participating Practitioner's or Component's ability to provide services to Covered Persons, Vendor shall provide United with documentation related to such inquires or investigations. Vendor is not required to provide United with information that is peer review protected or documents and deliberation considered confidential or privileged by HCQIA (Health Care Quality Improvement Act-1986) or according to state peer review laws.

(b) United Network Updates. Vendor shall provide United with information about Participating Practitioners or Components who have changes to their demographic information, who have been Credentialed or Recredentialed, or who have been terminated, suspended, or restricted from participating in Vendor's network as changes occur, but no later than five (5) business days from the time such changes occur. Such

information shall be in an electronic format mutually agreed upon by the parties and shall include all information United needs to meet its database requirements. A sample of the format, content and where to submit this information shall be made available to Vendor on an electronic basis. United may unilaterally change its Credentialing and Recredentialing database requirements by providing thirty (30) days advance notice, in an electronic format, to Vendor of the changes and their effective date.

(c) Improvement Action Plan Items. Every six months after the Effective Date of the Agreement, Vendor shall provide United with any outstanding Improvement Action Plan items, if applicable.

(d) List of Participating Practitioners and Components. Upon United's request, which will be at least semi-annually and annually, Vendor shall provide United with a complete list of Participating Practitioners and Components currently active in the United Network and Credentialed by Vendor.

SECTION 3
UNITED'S RESPONSIBILITIES

3.1 **Pre-Delegation Assessment.** The parties acknowledge that United has completed a pre-assessment audit of Vendor to assess its ability to fulfill the terms of this Addendum.

3.2 **United Oversight, Monitoring and Audit.** United shall perform oversight and monitoring of Vendor's performance under this Addendum, including but not limited to, review of the documentation and information related to delegated activities, as set forth in Section 2.10 of this Addendum. At any time, but at least annually, United will audit records and documents related to the activities performed under this Addendum, including but not limited to Vendor's Credentialing and Recredentialing files. United, in its sole discretion, will conduct desk-top review of Vendor's written policies and procedures and will perform file review audits at the site of Vendor. United will provide written notice of annual audits at least thirty (30) calendar days prior to the audit. United shall provide a report of its audit findings to Vendor within thirty (30) calendar days of the audit's conclusion. For all additional audits, United shall provide at least fourteen (14) calendar days prior written notice, unless State or federal regulators or other Credentialing Authorities require a shorter timeframe. The audit notes shall include a list of the records to be reviewed.

3.3 **Revocation of Delegation.** United may revoke the delegation of some or all of the activities which Vendor is obligated to perform under this Addendum in the event Vendor fails to meet the requirements of United, applicable law, regulations, or accreditation standards in the performance of the delegated activity(ies).

3.4 **Right to Approve, Suspend, or Terminate Practitioners.** United retains the absolute right to approve or reject a Practitioner or Component for participation in the United Network or in any or all of its Benefit Plans. United also has the right to conduct independently any additional processes or verification procedures it deems necessary or appropriate, until such

Practitioner or Component is Credentialed. United shall promptly inform Vendor and the affected Practitioner or Component of any denial, restriction or revocation of the provider's participation status in the United Network or a Benefit Plan, as determined by United. United also retains the absolute right to terminate or suspend any Participating Practitioners or Components from participation in the United Network or in any or all of its Benefit Plans. In no case shall this Section be construed to obligate Vendor to contract with or make use of any particular health care facility or professional.

SECTION 4
TERM

4.1 **Term.** This Addendum shall run co-terminously with the Agreement, except that United may revoke any or all delegated activities at any time pursuant to Section 3.3.

4.2 **Records Upon Termination.** Upon the effective date of termination of the Agreement or revocation of all Delegated Activities pursuant to Section 3.3, Vendor shall provide United with a list of all Participating Practitioners and Participating Components that Vendor has Credentialed on United's behalf. Also, upon request by United, and if agreed to by Vendor, Vendor shall provide United with copies of Vendor's Credentialing and Recredentialing files that pertain to this Addendum. Such files shall be provided to United no more than thirty (30) days after the effective date of termination of the Agreement or revocation of all Delegated Activities pursuant to Section 3.3 of this Addendum.

SECTION 5
SUB-DELEGATION

Under certain circumstances, United may allow Vendor to sub-delegate all or a part of its delegated activities under this Addendum to another entity. Prior to any such sub-delegation arrangement, Vendor must:

(a) Warrant that the sub-delegation agreement between Vendor and the sub-delegated organization meets the requirements of Credentialing Authorities and all terms and provisions of this Addendum;

(b) Agree to oversee and perform audits of those activities it has sub-delegated to another entity in accordance with the requirements of Credentialing Authorities and this Addendum;

(c) Provide all reports to United that are required under this Addendum;

(d) Not enter into the sub-delegation agreement until it receives United's prior written approval; and

(e) Assure that vendor's ownership interest in the sub-delegate is less than 100%.

EXHIBIT D
LOUISIANA MEDICAID PROGRAM REGULATORY REQUIREMENTS APPENDIX

SEE ATTACHED

LOUISIANA MEDICAID AND CHIP PROGRAM
REGULATORY REQUIREMENTS APPENDIX
MEDICAL SUBCONTRACTOR

THIS LOUISIANA MEDICAID PROGRAM REGULATORY REQUIREMENTS APPENDIX (this "Appendix") supplements and is made part of the Subcontract between UnitedHealthcare Insurance Company, contracting on behalf of itself or one of its Affiliates (collectively, "United") and Subcontractor.

SECTION 1
APPLICABILITY

This Appendix applies with respect to the provision of indirect or non-health care related services provided by Subcontractor under the State of Louisiana's Bayou Health and related programs (collectively, the "State Program") as governed by the State's designated regulatory agencies. In the event of a conflict between this Appendix and other appendices or any provision of the Subcontract, the provisions of this Appendix shall control except with regard to benefit plans outside the scope of this Appendix or unless otherwise required by law. In the event United is required to amend or supplement this Appendix as required or requested by the State to comply with federal or State regulations, United will unilaterally initiate such additions, deletions or modifications.

SECTION 2
DEFINITIONS

Unless otherwise defined in this Appendix, all capitalized terms shall be as defined in the Subcontract. For purposes of this Appendix, the following terms shall have the meanings set forth below; provided, however, in the event any definition set forth in this Appendix or the Subcontract is inconsistent with any definitions under the State Program, the definitions shall have the meaning set forth under the State Program.

2.1 **Affiliate:** Those entities controlling, controlled by, or under common control with UnitedHealthcare Insurance Company. UnitedHealthcare of Louisiana, Inc. is an Affiliate.

2.2 **Covered Person:** An individual who is currently enrolled with United for the provision of services under the State Program. A Covered Person may also be referred to as an Enrollee, Member, Customer or other similar term under the Agreement.

2.3 **Covered Services:** Health care services or products for which a Covered Person is enrolled with United to receive coverage under the State Contract.

2.4 **Department or DHH:** The Louisiana Department of Health and Hospitals.

2.5 **Provider:** An appropriately licensed and/or certified hospital, ancillary provider, physician group, individual physician or other health care provider who has entered into an Agreement.

2.6 **State:** The State of Louisiana or its designated regulatory agencies.

2.7 **State Contract:** United's contract(s) with DHH for the purpose of providing and paying for Covered Services to Covered Persons enrolled in the State Program.

2.8 **State Program:** The State of Louisiana's Bayou Health and related programs where United provides services to Louisiana residents through a contract with the State. For purposes of this Appendix, "State Program" may refer to the State agency(ies) responsible for administering the State Program.

2.9 **Subcontract:** A written agreement between United and Subcontractor to fulfill any requirements of the State Contract.

SECTION 3
OBLIGATIONS OF SUBCONTRACTOR'S PROVIDER

The State Program, through contractual requirements and federal and State statutes and regulations, requires that providers who provide services to Covered Persons enrolled in the State Program comply with certain requirements as set forth below and elsewhere in this Appendix. As applicable, Subcontractor shall require its Providers to comply with the requirements set forth below and elsewhere in this Appendix.

3.1 Covered Services; Definitions Related to Coverage. Provider shall follow the State Contract's requirements for the provision of Covered Services. A description of the package of benefits offered by DHH under the State Program is available on the DHH website at http://www.makingmedicaidbetter.com/. Provider's decisions affecting the delivery of acute or chronic care services to Covered Persons shall be based on the individual's medical needs and in accordance with the following definitions:

(a) 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 any of the following: (1) placing the health of the individual (or with respect to a pregnant woman, the health of the woman or her unborn child) in serious jeopardy; (2) serious impairment to bodily functions; or (3) serious dysfunction of any bodily organ or part.

(b) Emergency Services: Covered inpatient and outpatient services that are furnished by a provider that is qualified to furnish these services under 42 CFR Part 438.114(a) and § 1932(b)(2) of the Social Security Act of 1935 (42 U.S.C. §

1396u-2) and that are needed to screen, evaluate, and stabilize an Emergency Medical Condition. Emergency Services also include services defined as such under Section 1867(e) of the Social Security Act ("anti-dumping provisions"). There are no prior authorization requirements for Emergency Services.

(c) Medically Necessary or Medical Necessity: Those health care services that are in accordance with generally accepted, evidence-based medical standards or that are considered by most physicians (or other independent licensed practitioners) within the community of their respective professional organizations to be the standard of care. In order to be considered Medically Necessary, services must be: (1) deemed reasonably necessary to diagnose, correct, cure, alleviate or prevent the worsening of a condition or conditions that endanger life, cause suffering or pain or have resulted or will result in a handicap, physical deformity or malfunction; and (2) 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. Any such services must be clinically appropriate, individualized, specific and consistent with symptoms or confirmed diagnosis of the illness or injury under treatment, and neither more nor less than what the recipient requires at that specific point in time. Services that are experimental, non-FDA approved, investigational, or cosmetic are specifically excluded from Medicaid coverage and will be deemed "not medically necessary."

3.2 Accessibility Standards. Provider shall provide for timely access to Covered Person appointments in accordance with the appointment availability requirements established under the State Contract and shall offer hours of operation that are no less than the hours of operation offered to commercial or non-Medicaid/CHIP members or comparable to Medicaid fee-for-service beneficiaries if Provider serves only Medicaid beneficiaries.

SECTION 4
SUBCONTRACTOR REQUIREMENTS

4.1 Hold Harmless. Except for any applicable cost-sharing requirements under the State Contract, Subcontractor shall look solely to United for payment of Covered Services provided to Covered Persons pursuant to the Agreement and the State Contract and hold the State, the U.S. Department of Health and Human Services and Covered Persons harmless in the event that United cannot or will not pay for such Covered Services. In accordance with 42 CFR Part 447.15, as may be amended from time to time, the Covered Person is not liable to Provider or Subcontractor for any services for which United is liable and as specified under the State's relevant health insurance or managed care statutes, rules or administrative agency guidance. Neither Subcontractor nor Provider shall not require any copayment or cost sharing for Covered Services provided under the Agreement unless expressly permitted under the State Contract. Subcontractor and Provider shall also be prohibited from charging Covered Persons for missed appointments if such practice is prohibited under the State Contractor applicable law. Neither the State, the Department nor Covered Persons shall be in any manner liable for the debts and

obligations of United and under no circumstances shall United, or any providers used to deliver services covered under the terms of the State Contract, charge Covered Persons for Covered Services. Subcontractor and Provider shall accept the final payment made by United as payment-in-full for core benefits and services provided and shall not solicit or accept any surety or guarantee of payment from DHH or the Covered Persons(s). Covered Person shall include the patient, parent(s), guardian, spouse or any other legally or potentially legally, responsible person of the member being served.

If the medical assistance services are not Covered Services, prior to providing the service, Provider shall inform the Covered Person of the non-covered service and have the Covered Person acknowledge the information. If the Covered Person still requests the service, Provider shall obtain such acknowledgement in writing prior to rendering the service. If United determines a Covered Person was charged for Covered Services inappropriately, such payment may be recovered, as applicable.

This provision shall survive any termination of the Agreement, including breach of the Agreement due to insolvency.

4.2 Indemnification. At all times during the Agreement, Subcontractor shall, and shall ensure Provider indemnifies, defends, protects, and holds harmless DHH and any of its officers, agents, and employees from:

(a) Any claims, losses, or suits relating to activities undertaken by Subcontractor and/or Provider pursuant to the Agreement or pursuant to the State Contract;

(b) Any claims for damages or losses arising from services rendered by any contractor, person, or firm performing or supplying services, materials, or supplies for Subcontractor and/or Provider in connection with performance of the Agreement or in connection with performance of the State Contract;

(c) Any claims for damages or losses to any person or firm injured or damaged by erroneous or negligent acts, including disregard of State or federal Medicaid regulations or legal statutes, by Provider and/or Subcontractor, its agents, officers, employees, or contractors in performance of the Agreement or in performance of the State Contract;

(d) Any claims for damages or losses resulting to any person or firm injured or damaged by Subcontractor and/or Provider, its agents, officers, employees, or contractors, by Subcontractor's and/or Provider's publication, translation, reproduction, delivery, performance, use, or disposition of any data processed under the Agreement in a manner not authorized by the Agreement, the State Contract, or by federal or State regulations or statutes;

(e) Any failure of Subcontractor and/or Provider, its agents, officers, employees, or contractors, to observe federal or State laws, including but not limited to labor laws and minimum wage laws;

(f) Any claims for damages, losses, or reasonable costs associated with legal expenses, including but not limited to those incurred by or on behalf of DHH in connection with the defense of claims for such injuries, losses, claims, or damages specified above;

(g) Any injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses which may in any manner accrue against DHH or its agents, officers or employees, through the intentional conduct, negligence or omission of Subcontractor and/or Provider, its agents, officers, employees or contractors.

In the event that, due to circumstances not reasonably within the control of United, Subcontractor, Provider, or DHH (i.e., a major disaster, epidemic, complete or substantial destruction of facilities, war, riot or civil insurrection), United, Subcontractor, Provider, or DHH will have any liability or obligation on account of reasonable delay in the provision or the arrangement of Covered Services; provided, however, that so long as the State Contract remains in full force and effect, United shall be liable for authorizing services required in accordance with the State Contract.

4.3 Ownership and Control Information. Subcontractor shall, and shall ensure Provider complies with and submits to United disclosure of information in accordance with the requirements specified in 42 CFR Part 455, Subpart B (42 CFR §§ 455.100 – 106), as may be amended from time to time.

4.4 Record Keeping.

(a) Maintenance. In conformity with requirements under State and federal law and the State Contract, Subcontractor and Provider shall maintain an adequate record keeping system for recording services, service providers, charges, dates and all other commonly required information elements for services rendered to Covered Persons pursuant to the Agreement, including but not limited to such records as are necessary for evaluation of the quality, appropriateness, and timeliness of services performed under the Agreement. All records originated or prepared in connection with Subcontractor's and Provider's performance of its obligations under the Agreement, including but not limited to working papers related to the preparation of fiscal reports, medical records, progress notes, charges, journals, ledgers, and electronic media, shall be retained and safeguarded by Subcontractor and Provider in accordance with the terms and conditions of the State Contract.

(b) Medical Records. Subcontractor shall, and shall ensure Provider retains medical records at the site where medical services are provided. Each Covered Person's medical record must be accurate, legible and maintained in detail consistent with good medical and professional practice which permits effective internal and external quality review and/or medical audit and facilitates an adequate system of follow-up treatment. Subcontractor shall, and shall ensure Provider maintains the confidentiality of medical records in accordance with 42 CFR 438.224 and 45 CFR Parts 160 and 164, subparts A and E, as may be amended from time to time. Covered Persons and their representatives shall be given access to and can request copies of the Covered Person's medical records,

to the extent and in the manner provided by Louisiana Revised Statutes § 40:1299.96 and 45 CFR Part 164.3524, as amended, and subject to reasonable charges. In addition, DHH or its designee shall have immediate and complete access to all records pertaining to the health care services provided to Covered Persons. Medical record requirements are further defined in the State Contract.

(c) Retention. Subcontractor shall, and shall require Provider to retain all administrative, financial and programmatic records, supporting documents, statistical records, medical records, other records of Covered Persons relating to the delivery of care or services under the State Contract, and such other records as required by DHH (whether paper or electronic) for the later of: (i) six (6) years from the expiration date of the State Contract, including any extension(s) thereof; or (ii) for Covered Person records, for six (6) years after the last payment was made for services provided to the Covered Person (an exception to this requirement includes records pertaining to once in a lifetime events, including but not limited to appendectomy and amputations, etc., which must be retained indefinitely and may not be destroyed); or (iii) such other period as required by law. Notwithstanding the foregoing, if the records are under review or audit or related to any matter in litigation, such records shall be retained until completion of the audit, review or litigation and resolution of all issues which arise from it or until the end of the six (6) year period, whichever is later. If Subcontractor and/or Provider store records on microfilm or microfiche or other electronic means, Subcontractor shall, and shall ensure Provider produce, at its expense, legible hard copy records within twenty-one (21) calendar days upon the request of State or federal authorities.

The above record retention requirements pertain to the retention of records for Medicaid purposes only; other State or federal rules may require longer retention periods. Current State law (LRS 40:1299.96) requires physicians to retain their records for at least six (6) years, commencing from the last date of treatment.

(d) Records Upon Termination. United, Subcontractor and Provider recognize that in the event of termination of the State Contract for any of the reasons described therein, Subcontractor and Provider shall immediately make available to United, in a usable form, any and all records, whether medical or financial, related to Subcontractor's and Provider's activities undertaken pursuant to the Agreement and the State Contract so that United can immediately make available the same to DHH or its designated representative. The provision of such records shall be at no expense to the Department.

4.5 Government Inspection, Audit and Evaluation

(a) By State and Federal Agencies. Subcontractor acknowledges and agrees, and shall require Provider to acknowledge and agree that DHH, the U.S. Department of Health and Human Services (HHS), CMS, the Office of Inspector General, the Comptroller General, the State Legislative Auditor's Office, the Louisiana Attorney General's Office, any other State or federal entity identified by the Department, and/or designees of any of the above, shall have the right to evaluate through audit, inspection or other means, whether announced or unannounced, any records pertinent to the State Contract, including those pertaining to the

quality, appropriateness and timeliness of services provided pursuant to the State Contract and the timeliness and accuracy of encounter data and practitioner claims submitted to United. Subcontractor shall, and shall require Provider to cooperate with such evaluations and, upon request by United or any of the entities listed above, assist in such reviews. In addition, the above entities and/or their designees, at any time and as often as they may deem necessary during the State Contract period and for a period of six (6) years thereafter (including any extensions to the State Contract), shall have the right to inspect or otherwise evaluate the quality, appropriateness, and timeliness of services provided under the terms of the State Contract and any other applicable rules. There shall be no restrictions on the right of the State or federal government to conduct whatever inspections and audits are necessary to assure quality, appropriateness or timeliness of services provided pursuant to the State Contract and the reasonableness of their costs.

(b) By DHH. In addition to the above, Subcontractor shall, and shall require Provider to make its records available for fiscal audit, medical audit, medical review, utilization review, and other periodic monitoring upon request of an authorized representative of DHH.

4.6 Privacy; Confidentiality. Subcontractor understands and shall require that Provider understand that the use and disclosure of information concerning Covered Persons is restricted to purposes directly connected with the administration of the State Program and shall maintain the confidentiality of Covered Person's information and records as required by the State Contract and in federal and State law including, but not limited to, all applicable privacy, security and Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Public Law 104-191, and associated implementing regulations, including but not limited to 45 CFR Parts 160, 162, 164, as applicable and as may be amended from time to time, and shall safeguard information about Covered Persons in accordance with applicable federal and State privacy laws and rules including but not limited to 42 CFR §438.224, 42 CFR Part 2, and 42 CFR Part 431, Subpart F; 42 CFR Part 434 and 42 CFR 438.6 (if applicable), as may be amended from time to time.

Access to member identifying information shall be limited by Subcontractor and/or Provider to persons or agencies that require the information in order to perform their duties in accordance with this Agreement, including the U.S. Department of Health and Human Services (HHS), the Department and other individuals or entities as may be required. (See 42 CFR §431.300, et seq. and 45 CFR Parts 160 and 164.) Any other party shall be granted access to confidential information only after complying with the requirements of state and federal laws, including but not limited to HIPAA, and regulations pertaining to such access. Subcontractor and Provider are responsible for knowing and understanding the confidentiality laws listed above as well as any other applicable laws. Nothing herein shall prohibit the disclosure of information in summary, statistical or other form that does not

identify particular individuals, provided that de-identification of protected health information is performed in compliance with the HIPAA Privacy Rule.

Federal and State Medicaid regulations, and some other federal and State laws and regulations, including but not limited to those listed above, are often more stringent than the HIPAA regulations. Subcontractor shall, and shall require Provider to notify United and the Department of any breach of confidential information related to Covered Persons within the time period required by applicable federal and State laws and regulations following actual knowledge of a breach, including any use or disclosure of confidential information, any breach of unsecured PHI, and any Security Incident (as defined in HIPAA regulations) and provide United and the Department with an investigation report within the time period required by applicable federal and State laws and regulations following the discovery. Subcontractor and/or Provider shall work with United and the Department to ensure that the breach has been mitigated and reporting requirements, if any, complied with.

4.7 Compliance with Laws, State Contract and DHH-Issued Guides. Subcontractor shall, and shall require Provider to comply with all requirements for Health Plan subcontractors set forth in the State Contract and DHH-issued guides, as well as with all applicable federal and State laws, rules, regulations and guidelines applicable to the provision of services under the State Program. The State Contract and DHH-issued guides shall be furnished to Subcontractor and Provider upon request. Subcontractor and Provider may also access these documents on the DHH website at http://www.makingmedicaidbetter.com. United also shall furnish Subcontractor and Provider (either directly or through a web portal) with United's provider manual and member handbook.

4.8 Physician Incentive Plans. In the event Provider participates in a physician incentive plan ("PIP") under the Agreement, Subcontractor agrees and shall require Provider to agree that such PIPs must comply with 42 CFR 438.6(h), 42 CFR 422.208, and 42 CFR 422.210, as may be amended from time to time. United, Subcontractor or Provider may make a specific payment directly or indirectly under a PIP to a physician or physician group as an inducement to reduce or limit Medically Necessary services furnished to an individual Covered Person. PIPs must not contain provisions that provide incentives, monetary or otherwise, for the withholding of Medically Necessary care.

4.9 Provider Selection. To the extent applicable to Subcontractor and Provider in performance of the Agreement, Subcontractor shall, and shall require Provider to comply with 42 CFR 438.214, as may be amended from time to time, which includes but is not limited to the selection and retention of providers, credentialing and recredentialing requirements, and nondiscrimination. If United delegates credentialing to Subcontractor, United will provide monitoring and oversight and Subcontractor shall ensure that all licensed medical professionals are credentialed in accordance with United's and the State Contract's credentialing requirements.

4.10 Lobbying. Subcontractor agrees, and shall require Provider to agree to comply with the following requirements related to lobbying:

(a) Prohibition on Use of Federal Funds for Lobbying: By signing the Agreement, Subcontractor and/or Provider certifies to the best of Subcontractor's and Provider's knowledge and belief, pursuant to 31 U.S.C. § 1352 and 45 CFR Part 93, as may be amended from time to time, that no federally appropriated funds have been paid or will be paid to any person by or on Subcontractor's and/or Provider's behalf for the purpose of 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 award of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(b) Disclosure Form to Report Lobbying: If any funds other than federally appropriated funds have been paid or will be paid to any person for the purpose of 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 award of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan, or cooperative agreement and the value of the Agreement exceeds $100,000, Subcontractor and/or Provider shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

4.11 Excluded Individuals. By signing the Agreement, Subcontractor certifies, and shall require Provider to certify to the best of Subcontractor's and Provider's knowledge and belief that neither it nor any of its principals, nor any providers, subcontractors or consultants with whom Subcontractor and/or Provider contracts for items or services that are significant and material to Subcontractor's and/or Provider's obligations under the Agreement, is:

(a) excluded from participation in federal health care programs under either § 1128 or § 1128A of the Social Security Act;

(b) debarred, suspended or otherwise excluded from participating in procurement activities under the Federal Acquisition Regulation or from participating in nonprocurement activities under regulations issued under Executive Order no. 12549 or under guidelines implementing Executive Order No. 12549, or an affiliate, as defined in the Federal Acquisition Regulation, of such a person.

Subcontractor is obligated, and shall obligate Provider to screen its employees and contractors initially and on an ongoing monthly basis to determine whether any of them have been excluded from participation in Medicare, Medicaid, SCHIP, or any Federal Health Care Programs (as defined in Section 1128B(f) of the Social Security Act). Subcontractor shall not, and shall ensure Provider shall not employ or contract with an individual or entity that has been excluded. Subcontractor shall, and shall require Provider to immediately report to United any exclusion

information discovered. Subcontractor acknowledges and agrees, and shall require Provider to acknowledge and agree that civil monetary penalties may be imposed against Subcontractor and/or Provider if he or she employs or enters into contracts with excluded individuals or entities to provide items or Covered Services. Subcontractor and Provider can search the HHS-OIG website, at no cost, by the names of any individuals or entities through the following databases: LEIE at http://www.oig.hhs.gov/fraud/exclusions.asp.; the Health Integrity and Protection Data Bank (HIPDB) http://www.npdb-hipdb.hrsa.gov/index.html and the Excluded Parties List Serve (EPLS) http://www.epls.gov. United will exclude from its network any provider who has been excluded from the Medicare or Medicaid program in any state.

4.12 Cultural Competency. Subcontractor shall, and shall require Provider to deliver services in a culturally competent manner to all Covered Persons, including those with limited English proficiency and diverse cultural and ethnic backgrounds. In accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) (2001, as amended) and its implementing regulation at 45 C.F.R. Part 80 (2001, as amended), Subcontractor shall, and shall require Provider to take adequate steps to ensure that persons with limited English skills receive free of charge the language assistance necessary to afford them meaningful and equal access to the benefits and services provided under the Agreement.

4.13 Marketing Materials. As required under State or federal law or the State Contract, any marketing materials developed and/or distributed by Subcontractor and/or Provider as related to the State Program and performance of the Agreement must be submitted to United to submit to the Department for prior approval. In addition, Subcontractor shall, and shall require Provider to comply with the State Contract's requirements related to marketing communications.

4.14 Fraud, Abuse, and Waste Prevention. Subcontractor shall, and shall require Provider to cooperate fully with United's policies and procedures designed to protect program integrity and prevent and detect potential or suspected fraud, abuse and waste in the administration and delivery of services under the State Contract. Subcontractor shall, and shall also require Provider to cooperate with and assist DHH and any other State or federal agency charged with the duty of preventing, identifying, investigating, sanctioning or prosecuting suspected fraud, abuse or waste in state and/or federal health care programs. This shall include reporting to United any cases of suspected Medicaid fraud or abuse by Covered Persons, other providers in United's network, employees, Subcontractors, or subcontractors of Provider. Subcontractor shall, and shall require Provider to report such suspected fraud or abuse to United in writing as soon as practical after discovering suspected incidents.

In accordance with United's policies and the Deficit Reduction Act of 2005 (DRA)
Subcontractor shall, and shall require Provider to have written policies for its employees, contractors or agents that: (a) provide detailed information about the federal False Claims Act (established under sections 3729 through 3733 of title 31, United States Code); (b) cite administrative remedies for false claims and statements (established under chapter 38 of title 31, United States Code) and whistleblower protections under federal and state laws; (c) reference state laws pertaining to civil or criminal penalties for false claims and statements; and (d) with respect to the role of such laws in preventing and detecting fraud, waste, and abuse in federal health care programs (as defined in section 1128B(f)), include as part of such written policies,

detailed provisions regarding Subcontractor's and/or Provider's policies and procedures for detecting and preventing fraud, waste, and abuse. Subcontractor agrees, and shall require Provider to agree to train its staff on the aforesaid policies and procedures.

4.15 Outstanding Claim Information. In the event of termination of the Agreement, Subcontractor shall, and shall require Provider to promptly supply to United or its designee all information necessary for the reimbursement of any outstanding Medicaid claims.

4.16 Acknowledgement Regarding Funds. Subcontractor acknowledges and agrees, and shall require Provider to acknowledge and agree that funds paid to Subcontractor and/or Provider under the Agreement are derived from State and federal funds pursuant to the State Contract. Subcontractor further acknowledges and agrees, and shall require Provider to acknowledge and agree that acceptance of such funds acts as acceptance of the authority of the Louisiana Legislative Auditor, or any successor agency, to conduct an investigation in connection with those funds. Subcontractor agrees, and shall require Provider to agree to cooperate fully with the Louisiana Legislative Auditor or its successor conducting the audit or investigation, including providing all records requested.

4.17 Electronic Health Records. Subcontractor shall, and shall require Provider to participate in DHH's endeavor to move toward meaningful use of Electronic Health Records. An "Electronic Health Record" is a computer-based record containing health care information.

4.18 Quality Assessment/Utilization Management Review. Subcontractor shall, and shall require Provider to adhere to the State Program's Quality Assessment and Performance Improvement (QAPI) program requirements, as outlined in the State Contract and the Quality Companion Guide, which are incorporated herein by reference and shall be furnished to Subcontractor and/or Provider upon request. Subcontractor shall, and shall require Provider to cooperate with United's QAPI and utilization management (UM) programs, which adhere to all DHH QAPI and UM program requirements. Subcontractor agrees, and shall require Provider to agree to participate and cooperate in any internal or external quality assessment review, utilization management, or grievance procedures established by United and/or the Department or its designee, whether such review or procedures are announced or unannounced.

4.19 Insurance. Before commencing the provision of services under the Agreement, Subcontractor shall, and shall require Provider to obtain, and maintain throughout the term of the Agreement: (a) Workers' Compensation Insurance for all of Subcontractor's and Provider's employees that provide services under the Agreement; and (b) all necessary liability and malpractice insurance coverage as is necessary to adequately protect Covered Persons and United under the Agreement. Subcontractor shall, and shall require Provider to furnish United with written verification of the existence of such coverage prior to execution of the Agreement. DHH and United shall be exempt from and in no way liable for any sums of money that may represent a deductible in any insurance policy maintained by Subcontractor and Provider; the payment of such a deductible shall be the sole responsibility of Subcontractor and/or Provider.

4.20 Licensing Requirements. Subcontractor represents, and shall require that Provider represent that it is currently licensed and/or certified under applicable State and federal statutes and regulations and by the appropriate Louisiana licensing body or standard-setting agency, as

applicable. Subcontractor represents, and shall require that Provider represent that it is in compliance with all applicable State and federal statutory and regulatory requirements of the Medicaid program and that it is eligible to participate in the Medicaid program. Subcontractor represents, and shall require Provider to represent that it does not have a Medicaid provider agreement with the Department that is terminated, suspended, denied, or not renewed as a result of any action of the Department, CMS, HHS, or the Medicaid Fraud Control Unit of the Office of the Louisiana Attorney General. Subcontractor shall, and shall require Provider to maintain at all times throughout the term of the Agreement all necessary licenses, certifications, registrations and permits as are required to provide the health care services and/or other related activities delegated to Subcontractor and Provider by United under the Agreement. If at any time during the term of the Agreement, Subcontractor and/or Provider are not properly licensed as described in this Section, Subcontractor shall, and shall require Provider to discontinue providing services to Covered Persons. Claims for services performed during any period of noncompliance with these license requirements will be denied.

4.21 Ownership and Control Information. Subcontractor shall, and shall require Provider to comply with and submit to United disclosure of information in accordance with the requirements specified in 42 CFR Part 455, Subpart B (42 CFR §§ 455.100 – 106), as may be amended from time to time.

4.22 Subcontracts; Assignment. Subcontractor shall not, and shall ensure Provider does not enter into any subsequent agreements or subcontracts for any of the work or services contemplated under the Agreement, nor assign any of its duties or responsibilities under the Agreement, without the prior written consent of United.

4.23 Term; Service Standards. All services provided under the Agreement must be in accordance with the Louisiana Medicaid State Plan. Subcontractor and Provider shall provide such services to Covered Persons through the last day of the month that the Agreement is in effect. Subcontractor acknowledges and agrees, and shall require Provider to acknowledge and agree that all final Medicaid benefit determinations are within the sole and exclusive authority of the Department or its designee.

4.24 Refusal Not Permitted. Subcontractor may not, and shall ensure Provider does not refuse to provide Medically Necessary or core preventative benefits and services specified under the State Contract to Covered Persons for non-medical reasons (except those services allowable under federal law for religious or moral objections). Notwithstanding this Section, Subcontractor and Provider shall not be required to accept or continue treatment of a Covered Person with whom Subcontractor and Provider feel Subcontractor and Provider cannot establish and/or maintain a professional relationship.

4.25 Data and Reports. Subcontractor shall, and shall ensure Provider submits to United all reports and clinical information which United or DHH may require for reporting purposes pursuant to the State Contract, including but not limited to encounter data, HEDIS, AHRQ and EPSDT data and reports, where applicable. Provider shall utilize DHH's Louisiana Immunization Network for Kids Statewide (LINKS) web-based immunization reporting system for the reporting of all adult and child vaccinations. As applicable, if United has entered into alternative reimbursement arrangements with Subcontractor and/or Provider (with prior approval

by the Department), Subcontractor and Provider are required to submit all encounter data to the same standards of completeness and accuracy as required for proper adjudication of fee-for-service claims by United. NOTE: United is not allowed to enter into alternative reimbursement arrangements with FQHCs or RHCs.

4.26 Payment Submission. Subcontractor will, and will require Provider to promptly submit complete and accurate claims information required for payment and/or DHH-required reports. Subcontractor shall, and shall require Provider to submit claims for payment in accordance with the time frames specified in the Agreement, but in all cases no later than 180 days from the date of service.

4.27 Notice of Adverse Actions. Subcontractor shall, and shall require Provider to give United immediate notification in writing by certified mail of any litigation, investigation, complaint, claim or transaction that may reasonably be considered to have a material impact on Subcontractor's or Provider's ability to perform its obligations under the Agreement.

4.28 State Custody. Subcontractor is not permitted, and shall ensure Provider does not encourage or suggest, in any way, that Covered Persons be placed in State custody in order to receive medical or specialized behavioral health services covered by DHH.

4.29 Services. Subcontractor shall, and shall require Provider to perform those services set forth in the Agreement. Subcontractor represents, and shall require Provider to represent that the services to be provided by Subcontractor and/or Provider pursuant to the Agreement are within the scope of Subcontractor's and/or Provider's practice.

4.30 Conflict of Interest. Subcontractor represents and covenants, and shall require Provider to represent and covenant that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services under the Agreement. Subcontractor further convents, and shall require that Provider covenants that, in the performance of the Agreement, it shall not employ any person having any such known interests.

4.31 Appeals and Grievances. Subcontractor shall, and shall require Provider to comply with United's process for Covered Person appeals and grievances, including emergency appeals, as set forth in the provider manual. This shall include but not be limited to the following:

(a) Assisting a Covered Person by providing appeal forms and contact information, including the appropriate address, telephone number and/or fax number for submitting appeals for United and/or State level review; and

(b) Displaying notices in public areas of Subcontractor's and/or Provider's facility(ies) of a Covered Person's right to appeal adverse actions affecting Covered Services in accordance with DHH's rules and regulations, subsequent amendments, and any and all consent decrees and court orders. United shall ensure that Subcontractor and/or Provider have correct and adequate supply of such public notices.

4.32 Penalties; Sanctions. Subcontractor acknowledges and agrees, and shall require Provider to acknowledge and agree that DHH has the right to direct United to impose financial

consequences against Subcontractor and/or Provider, as appropriate, for Subcontractor's or Provider's failure to comply with contractual and/or credentialing requirements, including but not limited to failure or refusal to respond to United's request for information, including credentialing information, or a request to provide medical records.

4.33 Primary Care Provider ("PCP") Linkages. If Provider is a PCP, Subcontractor shall require Provider to stipulate by signing an agreement that Provider's total number of Medicaid/CHIP members for the State Program will not exceed 2,500 lives per full-time physician or 1,000 lives per mid-level practitioner or physician extender up to a cap of 2,500 lives. Prior to executing an Agreement, Subcontractor, Provider and United shall specify the number of linkages United may link to Provider.

4.34 Birth Registration. As applicable, Subcontractor shall ensure Provider registers all births through LEERS (Louisiana Electronic Event Registration System) administered by the DHH/Vital Records Registry. Hospital Providers must notify United and DHH of the birth of a newborn when the mother is a member of United, complete the web-based DHH Request for Medicaid ID Number, including indicating that the mother is a member of United, and submit the form electronically to DHH.

4.35 Laboratory Services. If Provider performs laboratory services, Subcontractor shall ensure Provider meets all applicable State and federal requirements, including but not limited to 42 CFR Sections 493.1 and 493.3, as may be amended from time to time. As applicable, if Provider performs any laboratory tests on human specimens for the purpose of diagnosis and/or treatment, Subcontractor shall require that Provider agrees to acquire and maintain the appropriate CLIA certification or waiver for the type of laboratory testing performed. Subcontractor shall further ensure Provider provides a copy of the certification if requested by United. A State authorized license or permit that meets the CLIA requirements may be substituted for the CLIA certificate pursuant to State law. Medicare and Medicaid programs require the applicable CLIA certification or waiver for the type of services performed as a condition of payment. Provider must include the appropriate CLIA certificate or waiver number on claims submitted for payment for laboratory services.

4.36 Compliance with Medicaid Laws and Regulations. Subcontractor agrees, and shall ensure Provider agrees to abide by the Medicaid laws, regulations and program instructions to the extent applicable to Subcontractor and Provider in Subcontractor's and/or Provider's performance of the Agreement. Subcontractor understands, and shall ensure Provider understands that payment of a claim by United or the State is conditioned upon the claim and the underlying transaction complying with such laws, regulations, and program instructions (including, but not limited to, federal requirements on fraud, waste and abuse, disclosure, debarment and exclusion screening), and is conditioned on the Subcontractor's and/or Provider's compliance with all applicable conditions of participation in Medicaid. Subcontractor understands and shall ensure Provider understands and agrees that each claim the Subcontractor and/or Provider submits to United constitutes a certification that the Subcontractor and/or Provider has complied with all applicable Medicaid laws, regulations and program instructions in connection with such claims and the services provided therein. Subcontractor's and/or Provider's payment of a claim may be temporarily suspended if the State or United provides notice that a credible allegation of fraud exists and there is a pending investigation.

4.37 Immediate Transfer. Subcontractor shall ensure Provider cooperates with United in the event an immediate transfer to another primary care physician or Medicaid managed care contractor is warranted if the Covered Person's health or safety is in jeopardy, as may be required under law.

4.38 Transition of Covered Persons. In the event of transitioning Covered Persons from other Medicaid managed care contractors and their provider, Subcontractor shall, and shall require Provider to work with United to ensure quality-driven health outcomes for such Covered Persons to the extent required by the State Contract or otherwise required by law.

4.39 Continuity of Care. Subcontractor shall, and shall ensure Provider cooperates with United and provide Covered Persons with continuity of treatment, including coordination of care to the extent required under law and according to the terms of the Agreement, in the event Subcontractor's and/or Provider's participation with United terminates during the course of a Covered Person's treatment by Subcontractor and/or Provider, except in the case of adverse reasons on the part of Subcontractor and/or Provider.

4.40 Advance Directives. Subcontractor shall, and shall ensure Provider complies with the advance directives requirements for hospitals, nursing facilities, providers of home and health care and personal care services, hospices, and HMOs as specified in 42 CFR Part 49, subpart I, and 42 CFR § 417.436(d).

4.41 National Provider ID (NPI). If applicable, Subcontractor shall, and shall require Provider to obtain a National Provider Identification Number (NPI).

3.42 Non-Discrimination. In performance of obligations under the Agreement and in employment practices, Provider shall not exclude, deny benefits or otherwise subject to discrimination, any persons on the grounds of handicap, and/or disability, age, race, color, religion, sex, national origin, or any other classifications protected under federal or state laws. In addition, Provider shall upon request show proof of such nondiscrimination compliance and shall post notices of nondiscrimination in conspicuous places available to all employees and applicants.

3.43 Homeland Security Considerations. In accordance with the State Contract, Provider shall perform all obligations under the Agreement within the boundaries of the United States. In addition, Provider will not hire any individual to perform any services under the Agreement if that individual is required to have a work visa approved by the U.S. Department of Homeland Security and such individual has not met this requirement.

SECTION 5
UNITED REQUIREMENTS

5.1 Termination, Revocation and Sanctions. In addition to its termination rights under the Agreement, United shall have the right to revoke any functions or activities United delegates to Subcontractor under the Agreement or impose other sanctions consistent with the State Contract

if in United's reasonable judgment Subcontractor's performance under the Agreement is inadequate. United shall also have the right to suspend, deny, refuse to renew or terminate Subcontractor in accordance with the terms of the State Contract and applicable law and regulation.

SECTION 6
OTHER REQUIREMENTS

6.1 State Contract. All tasks performed under the Agreement shall be performed in accordance with the requirements of the State Contract, the applicable provisions of which are incorporated into the Agreement by reference. Nothing in the Agreement relieves United of its responsibility under the State Contract. If any requirement or provision of the Agreement or this Appendix is determined by DHH to conflict with the State Contract, the terms of the State Contract shall control and the terms of the Agreement or this Appendix in conflict with those of the State Contract shall be null and void. All other provisions of the Agreement and this Appendix shall remain in full force and effect.

6.2 Ongoing Monitoring. As required under the State Contract, United shall perform ongoing monitoring (announced or unannounced) of services rendered by Subcontractor under the Agreement and shall perform periodic formal reviews of Subcontractor according to a schedule established by the State, consistent with industry standards or State managed care organization laws and regulations or DHH requirements under the State Contract. As a result of such monitoring activities, United shall identify to Subcontractor any deficiencies or areas for improvement mandated under the State Contract and Subcontractor and United shall take appropriate corrective action. Subcontractor shall comply with any corrective action plan initiated by United and/or required by the Department. In addition, Subcontractor shall monitor and report the quality of services delivered under the Agreement and initiate a plan of correction where necessary to improve quality of care, in accordance with that level of care which is recognized as acceptable professional practice in the respective community in which United and Subcontractor practice and/or the performance standards established by DHH in the State Contract and DHH-issued guides.

6.3 Entire Agreement; Incorporation of Applicable Law; Modifications. The Agreement and its appendices, including this Appendix, contain all the terms and conditions agreed upon by the parties. The Agreement incorporates by reference all applicable federal and State laws or regulations and revisions of such laws or regulations shall automatically be incorporated into the Agreement as they become effective. In the event that revisions to any applicable federal or State law change the terms of the Agreement so as to materially affect either United or Subcontractor, the parties agree to negotiate such further amendments as may be necessary to correct any inequities. Except as otherwise provided herein or in the Agreement, no modification or change of any provision of the Agreement or this Appendix may be made unless such modification is incorporated and attached as a written amendment to the Agreement or Appendix and signed by United and Subcontractor. Additional procedures and criteria for any alteration, variation, modification, waiver, extension or early termination of the Agreement shall be as set forth in the Agreement.

6.4 Independent Contractor Relationship. Subcontractor expressly agrees that it is acting in an independent capacity in the performance of the Agreement and not as an officer or agent, express or implied, and/or employee of DHH or the State. Subcontractor further expressly agrees that neither the Agreement nor this Appendix shall be construed as a partnership or joint venture between Subcontractor and DHH or the State.

6.5 Utilization Management Compensation. In accordance with 42 CFR Part 438.210(e), the compensation paid to United or any individuals that conduct utilization management activities on behalf of United shall not be structured so as to provide incentives for the individual or United to deny, limit, or discontinue Medically Necessary services to any Covered Person.

6.6 Delegated Activities. Any activities delegated to Subcontractor by United shall be set forth in the Agreement or such other written delegation agreement or addendum between the parties. The Agreement or delegation agreement/addendum shall specify the activities and reporting responsibilities delegated to Subcontractor and provide for revoking delegation or imposing other sanctions if Subcontractor's performance is inadequate. Prior to delegating any activities to Subcontractor under the State Contract, United will evaluate Subcontractor's ability to perform such activities.

6.7 State Approval. United and Subcontractor acknowledge that DHH shall have the right to review and approve all subcontracts entered into for the provision of Covered Services under the State Contract. United will submit and obtain prior approval from DHH of all model subcontracts, including material modifications to previously approved subcontracts, for all care management providers. United and Subcontractor acknowledge and agree that, prior to execution, the Agreement is subject to the review and approval of DHH, as are any amendments or subsequent material modifications to the Agreement.

6.8 Dispute Resolution. Subcontractor and United agree to resolve any disputes that may arise between them in accordance with the terms of the Agreement. The parties agree that no dispute will disrupt or interfere with the provision of services to Covered Persons, including continuity of care should the Agreement be terminated.

6.9 Health Care-Acquired/Preventable Conditions. United and Subcontractor acknowledge and agree that United is prohibited from making payments to Subcontractor for the provision of medical assistance for health care-acquired conditions and other provider-preventable conditions as may be identified by DHH.

6.10 No Barriers to Access Covered Services. Neither United nor Subcontractor shall enter into any agreement that would implement barriers to access to Covered Services. United shall monitor Subcontractor's compliance with this requirement and will implement a corrective action plan within thirty (30) days if Subcontractor's compliance is determined to be inadequate. Failure to comply with this requirement will be considered a breach of the Agreement.

6.11 Payment. The method and amount of compensation paid to Subcontractor for performance of services under the Agreement and the name and address of the official payee to whom payment shall be made shall be as set forth in the Agreement. United and Subcontractor

acknowledge and agree that the Agreement shall not contain terms for reimbursement at rates less than the published Medicaid fee-for-service rate in effect on the date of service unless a Subcontractor -initiated request has been submitted to and approved by DHH. United shall not propose to Subcontractor reimbursement rates that are less than the published Medicaid fee-for-service rate. United shall pay ninety percent (90%) of all clean claims of each provider type, within fifteen (15) business days of the date receipt. United shall pay ninety-nine (99%) of all clean claims of each provider type, within thirty (30) calendar days of the date of receipt. The date of receipt is the date the United receives the claim, as indicated by its date stamp on the claim. The date of payment is the date of the check or other form of payment. United and Subcontractor may, by mutual agreement, establish an alternative payment schedule. Any alternative schedule must be stipulated in the Agreement. As applicable, United shall reimburse FQHCs/RHCs the PPS rate in effect on the date of service for each encounter. If a third party liability exists, payment of claims shall be determined in accordance with federal and/or State third party liability law and the terms of the State Contract. Unless United otherwise requests assistance from Subcontractor, United will be responsible for third party collections in accordance with the terms of the State Contract.

6.12 Provider Discrimination Prohibition. In accordance with 42 CFR 438.12 and 438.214(c), United shall not discriminate with respect to the participation, reimbursement or indemnification of a provider who is acting within the scope of such provider's license or certification under applicable State law, solely on the basis of such license or certification. Further, United shall not discriminate with respect to the participation, reimbursement or indemnification of any provider who serves high-risk Covered Persons or specializes in conditions requiring costly treatments. This provision shall not be construed as prohibiting United from limiting a provider's participation to the extent necessary to meet the needs of Covered Persons. This provision also is not intended and shall not interfere with measures established by United that are designed to maintain quality of care practice standards and control costs.

6.13 Provider-Covered Person Communication. United shall not prohibit or otherwise restrict Provider, when acting within the lawful scope of practice, from advising or advocating on behalf of a Covered Person who is Provider's patient for any the following:

(a) The Covered Person's health status, medical care, or treatment options for the Covered Person's condition or disease, including any alternative treatment that may be self-administered, regardless of whether benefits for such care or treatment are provided under the State Contract;

(b) Any information the Covered Person needs in order to decide among all relevant treatment options;

(c) The risks, benefits, and consequences of treatment or non-treatment; or

(d) The Covered Person'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.

6.14 No Restrictions on Other Contracts. Nothing in the Agreement or this Appendix shall be construed to prohibit or restrict Subcontractor from entering into a contract with another Health Plan or other managed care entity.

6.15 No Contracting with Exclusive Subcontractor. United shall not have a contract arrangement with any subcontractor provider in which the subcontractor represents or agrees that it will not contract with another Health Plan or in which the United represents or agrees that United will not contract with another subcontractor.

6.16 No Suggestion of Exclusivity. United shall not advertise or otherwise hold itself out as having an exclusive relationship with any service subcontractor.

EXHIBIT E

BUSINESS ASSOCIATE ADDENDUM

This Business Associate Addendum (this "Addendum") is incorporated into and made part of Administartive Services Agreement ("Agreement") by and between March Vision Care Group, Incorporated ("Business Associate") and UnitedHealthcare of Louisiana, Inc. on behalf of itself and its Affiliates ("Covered Entity") (each a "Party" and collectively the "Parties").

This Addendum also is intended to comply with applicable obligations under Title V of the Gramm-Leach-Bliley Act (15 U.S.C. sec. 6801 et seq.) and insurance commissioner regulations implementing Title V ("GLBA") that are applicable to Covered Entity's relationship with "nonaffiliated third party service providers" to ensure the integrity and confidentiality of nonpublic personal information that Business Associate may create or receive for or from Covered Entity ("NPI").

The Parties hereby agree as follows:

1. DEFINITIONS

1.1 Unless otherwise specified in this Addendum, all capitalized terms used in this Addendum not otherwise defined have the meanings established for purposes of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations, as amended and supplemented by HITECH, as each is amended from time to time (collectively, "HIPAA").

1.2 "Affiliate" for purposes of this Addendum, means any entity that is a subsidiary of UnitedHealth Group.

1.3 "Breach" means the acquisition, access, use or disclosure of PHI in a manner not permitted by the Privacy Rule that compromises the security or privacy of the PHI as defined, and subject to the exclusions set forth, in 45 C.F.R. § 164.402.

1.4 "Breach Rule" means the federal breach regulations, as amended from time to time, issued pursuant to HIPAA and codified at 45 C.F.R. Part 164 (Subpart D).

1.5 "Compliance Date" means the later of September 23, 2013 or the effective date of the Agreement.

1.6 "Electronic Protected Health Information" or "ePHI" means PHI that is transmitted or maintained in Electronic Media.

1.7 "HITECH" means Subtitle D of the Health Information Technology for Economic and Clinical Health Act provisions of the American Recovery and

Reinvestment Act of 2009, 42 U.S.C. §§ 17921-17954, and all associated existing and future implementing regulations, when and as each is effective.

1.8 "PHI" means Protected Health Information, as defined in 45 C.F.R. § 160.103, and is limited to the Protected Health Information received from, or received, maintained, created or transmitted on behalf of, Covered Entity by Business Associate in performance of the Services.

1.9 "Privacy Rule" means the federal privacy regulations, as amended from time to time, issued pursuant to HIPAA and codified at 45 C.F.R. Parts 160 and 164 (Subparts A & E).

1.10 "Security Rule" means the federal security regulations, as amended from time to time, issued pursuant to HIPAA and codified at 45 C.F.R. Parts 160 and 164 (Subparts A & C).

1.11 "Services" means, to the extent and only to the extent they involve the receipt, creation, maintenance, transmission, use or disclosure of PHI, the services provided by Business Associate to Covered Entity as set forth in the Agreement, as amended by written agreement of the Parties from time to time.

2. RESPONSIBILITIES OF BUSINESS ASSOCIATE

With regard to its use and/or disclosure of PHI, Business Associate agrees to:

2.1 not use and/or further disclose PHI except as necessary to provide the Services, as permitted or required by this Addendum, and in compliance with each applicable requirement of 45 C.F.R. § 164.504(e), or as otherwise Required by Law; provided that, to the extent Business Associate is to carry out Covered Entity's obligations under the Privacy Rule, Business Associate will comply with the requirements of the Privacy Rule that apply to Covered Entity in the performance of those obligations.

2.2 implement and use appropriate administrative, physical and technical safeguards and, as of the Compliance Date, comply with applicable Security Rule requirements with respect to ePHI, to prevent use or disclosure of PHI other than as provided for by this Addendum, including at a minimum, but in any event not limited to, any safeguards set forth in the Agreement or other applicable contracts or agreements between the Parties. For the avoidance of doubt, the requirements set forth in the Agreement or other applicable contracts or agreements between the Parties do not limit in any way whatsoever Business Associate's obligations under this Section 2.2 to comply with applicable Security Rule requirements.

2.3 without unreasonable delay, and in any event on or before 48 hours after its discovery by Business Associate, report to Covered Entity in writing: (i) any use or disclosure of PHI not provided for by this Addendum of which it becomes aware in accordance with 45 C.F.R. § 164.504(e)(2)(ii)(C); and/or (ii) any

Security Incident of which Business Associate becomes aware in accordance with 45 C.F.R. § 164.314(a)(2)(i)(C).

2.4 without unreasonable delay, and in any event on or before 48 hours after its Discovery by Business Associate, notify Covered Entity of any incident that involves an unauthorized acquisition, access, use or disclosure of PHI, even if Business Associate believes the incident will not rise to the level of a Breach. The notification shall include, to the extent possible, and shall be supplemented on an ongoing basis with: (i) the identification of all individuals whose Unsecured PHI was or is believed to have been involved; (ii) all other information required for or requested by Covered Entity to perform a risk assessment in accordance with 45 C.F.R. § 164.402 with respect to the incident to determine whether a Breach of Unsecured PHI occurred; and (iii) all other information reasonably necessary to provide notice to individuals, HHS and/or the media, all in accordance with the Breach Rule. Notwithstanding the foregoing, in Covered Entity's sole discretion and in accordance with its directions, and without limiting in any way any other remedy available to Covered Entity at law, equity or contract, including but not limited to any rights or remedies the Covered Entity may have under the Agreement, Business Associate (i) shall conduct, or pay the costs of conducting, an investigation of any incident required to be reported under this Section 2.4, (ii) shall reimburse and pay Covered Entity for all expenses and costs incurred by Covered Entity that arise from an investigation of any incident required to be reported under this Section 2.4 and (iii) shall provide, and/or pay the costs of providing, the required notices as set forth in this Section 2.4.

2.5 in accordance with 45 C.F.R. § 164.502(e)(1)(ii) and 45 C.F.R. § 164.308(b)(2), ensure that any subcontractors of Business Associate that create, receive, maintain or transmit PHI on behalf of Business Associate agree, in writing, to the same restrictions and conditions on the use and/or disclosure of PHI that apply to Business Associate with respect to that PHI, including complying with the applicable Security Rule requirements with respect to ePHI; provided that, in any event Business Associate shall require its subcontractors (and shall require those subcontractors to require their subcontractors) to report to Business Associate any use or disclosure of PHI or Security Incident required to be reported under Sections 2.3 and 2.4 on or before forty-eight (48) hours after its discovery by any of those subcontractors.

2.6 make available its internal practices, books and records relating to the use and disclosure of PHI to the Secretary for purposes of determining Covered Entity's compliance with the Privacy Rule.

2.7 document, and within thirty (30) days after receiving a written request from Covered Entity, make available to Covered Entity information necessary for Covered Entity to make an accounting of disclosures of PHI about an Individual or, when and as requested by Covered Entity, make that information available directly to an Individual, all in accordance with 45 C.F.R. § 164.528 and, as of the

later of the date compliance is required by final regulations or the effective date of the Agreement, 42 U.S.C. § 17935(c).

2.8 provide access to Covered Entity, within fifteen (15) days after receiving a written request from Covered Entity, to PHI in a Designated Record Set about an Individual, or when and as requested by Covered Entity, provide that access directly to an Individual, all in accordance with the requirements of 45 C.F.R. § 164.524, including as of the Compliance Date, providing or sending a copy to a designated third party and providing or sending a copy in electronic format in accordance with 45 C.F.R. § 164.524.

2.9 to the extent that the PHI in Business Associate's possession constitutes a Designated Record Set, make available, within thirty (30) days after a written request by Covered Entity, PHI for amendment and incorporate any amendments to the PHI as requested by Covered Entity, all in accordance with 45 C.F.R. § 164.526.

2.10 accommodate reasonable requests for confidential communications in accordance with 45 C.F.R. § 164.522(b), as requested by Covered Entity.

2.11 take all necessary steps, at the request of Covered Entity, to comply with requests by Individuals not to send PHI to a Health Plan in accordance with 45 CFR § 164.522(a) as of the Compliance Date.

2.12 notify Covered Entity in writing within three (3) days after its receipt directly from an Individual of any request for an accounting of disclosures, access to or amendment of PHI or for confidential communications as contemplated in Sections 2.7-2.10.

2.13 request, use and/or disclose only the minimum amount of PHI necessary to accomplish the purpose of the request, use or disclosure; provided, that Business Associate shall comply with 45 C.F.R. §§ 164.502(b) and 164.514(d) as of the Compliance Date.

2.14 not directly or indirectly receive remuneration in exchange for any PHI as prohibited by 45 C.F.R. § 164.502(a)(5)(ii) as of the Compliance Date.

2.15 not make or cause to be made any communication about a product or service that is prohibited by 45 C.F.R. §§ 164.501 and 164.508(a)(3) as of the Compliance Date.

2.16 not make or cause to be made any written fundraising communication that is prohibited by 45 C.F.R. § 164.514(f) as of the Compliance Date.

2.17 mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate that is not permitted by the requirements of this Addendum.

2.18 comply with all applicable federal, state and local laws and regulations.

2.19 not use, transfer, transmit or otherwise send or make available, any PHI outside of the geographic confines of the United States of America without Covered Entity's advance written consent.

2.20 Government Program Requirements. To the extent that Business Associate receives, uses or discloses PHI pertaining to Individuals enrolled in managed care plans through which Covered Entity or one or more of its affiliates participate in government funded health care programs, receipt, use and disclosure of the PHI pertaining to those individuals shall comply with the applicable program requirements.

2.21 Privacy and Safeguards for Financial Data. Business Associate understands and acknowledges that to the extent it is a nonaffiliated third party service provider under the GLBA and that, in the performance of the Services, Business Associate creates or receives NPI, Business Associate (i) shall not use or disclose NPI for any purpose other than to perform the Services, (ii) shall implement proper administrative, technical and physical safeguards designed to ensure the security and confidentiality of the NPI, protect against any anticipated threats or hazards to the security or integrity of the NPI and protect against unauthorized access to or use of the NPI that could result in substantial harm or inconvenience to any Individual, and (iii) shall, for as long as Business Associate has NPI, provide and maintain proper safeguards for the NPI in compliance with this Addendum and the GLBA.

3. OTHER PERMITTED USES AND DISCLOSURES OF PHI

Unless otherwise limited in this Addendum, in addition to any other uses and/or disclosures permitted or required by this Addendum, Business Associate may:

3.1 use and disclose PHI, if necessary, for proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided that the disclosures are Required by Law or any third party to which Business Associate discloses PHI for those purposes provides written assurances in advance that: (i) the information will be held confidentially and used or further disclosed only for the purpose for which it was disclosed to the third party or as Required by Law; and (ii) the third party promptly will notify Business Associate of any instances of which it becomes aware in which the confidentiality of the information has been breached.

4. TERMINATION AND COOPERATION

4.1 Termination. If Covered Entity knows of a pattern of activity or practice of Business Associate that constitutes a material breach or violation of this Addendum then Covered Entity may provide written notice of the breach or

violation to Business Associate and Business Associate must cure the breach or end the violation on or before thirty (30) days after receipt of the written notice. In the absence of a cure reasonably satisfactory to Covered Entity within the specified timeframe, or in the event the breach is reasonably incapable of cure, then Covered Entity may terminate the Agreement and/or this Addendum.

4.2 Effect of Termination or Expiration. Within thirty (30) days after the expiration or termination for any reason of the Agreement and/or this Addendum, Business Associate shall return or destroy all PHI, if feasible to do so, including all PHI in possession of Business Associate's subcontractors. To the extent return or destruction of the PHI is not feasible, Business Associate shall notify Covered Entity in writing of the reasons return or destruction is not feasible and, if Covered Entity agrees, may retain the PHI subject to this Section 4.2. Under any circumstances, Business Associate shall extend any and all protections, limitations and restrictions contained in this Addendum to Business Associate's use and/or disclosure of any PHI retained after the expiration or termination of the Agreement and/or this Addendum, and shall limit any further uses and/or disclosures solely to the purposes that make return or destruction of the PHI infeasible.

4.3 Cooperation. Each Party shall cooperate in good faith in all respects with the other Party in connection with any request by a federal or state governmental authority for additional information and documents or any governmental investigation, complaint, action or other inquiry.

5. MISCELLANEOUS

5.1 Construction of Terms. The terms of this Addendum to the extent they are unclear, shall be construed to allow for compliance by Covered Entity with HIPAA.

5.2 Survival. Sections 4.2, 4.3, 5.1, 5.2, and 5.3 shall survive the expiration or termination for any reason of the Agreement and/or of this Addendum.

5.3 No Third Party Beneficiaries. Nothing in this Addendum shall confer upon any person other than the Parties and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

5.4 Independent Contractor. Business Associate and Covered Entity are and shall remain independent contractors throughout the term. Nothing in this Addendum or otherwise in the Agreement shall be construed to constitute Business Associate and Covered Entity as partners, joint venturers, agents or anything other than independent contractors.

EXHIBIT F

SECURITY

THIS SECURITY EXHIBIT (this "Exhibit") applies when March Vision Care Group, Incorporated ("Vendor") requires electronic access to UnitedHealthcare of LA, Inc. and/or United HealthCare Services, Inc. (collectively, "United") Information (as defined in Section 1 below) and/or United Information Systems (as defined in Section 1 below). This Exhibit applies in addition to any of Vendor's obligations under the Administrative Services Agreement between the parties (the "Agreement"), any Business Associate Agreement or other agreement, or any requirements imposed upon Vendor by applicable laws or regulations, and in addition to any United due diligence that may be performed regarding Vendor's systems and security practices. In the event of a conflict between this Exhibit and any other term between the parties, the terms most protective of United shall apply.

SECTION 1
DEFINITIONS

The following terms shall have the meanings as set forth below:

1.1 **"Security Incident"** means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of United Information or interference with the operations of any of the Vendor Processing Resources. Security Incidents are classified as follows:

(a) **"High Severity"** or severity 1 (severe impact) means external loss or exposure of United Information, causing significant impact to mission critical information technology systems including large-scale outages. Incidents or exposures classified at this level affect critical United Information Systems and will affect United's customers.

(b) **"Medium Severity"** or severity 2 (major impact) means internal loss or exposure of United Information, causing significant business interruption. Incidents or exposures classified at this level affect non-critical United Information Systems and may affect United's customers.

(c) **"Low Severity"** or severity 3 (moderate impact) means loss or exposure of United public information, causing a limited or confined business interruption. Incidents or exposures classified at this level affect United Information Systems or assets, but do not affect United's customers.

1.2 **"United Information"** includes Confidential Information of United as such is or may be defined in the Agreement, Non-Public Personal Public Information, as defined under the Gramm-Leach-Bliley Act and implementing regulations ("GLB"), as well as Protected Health Information and Electronic Protected Health Information, as such terms are defined in 45 CFR Parts 160 and 164 (or successor regulations).

1.3 **"United Information Systems"** means information systems resources supplied or operated by United or its contractors (excluding Vendor and its subcontractors), including without limitation, network infrastructure, computer systems, workstations, laptops, hardware, software, databases, storage media, proprietary applications, printers, and internet connectivity which are owned, controlled or administered by or on behalf of United.

1.4 **"Vendor Processing"** means any information collection, storage or processing performed by Vendor or its contractors: (i) which directly or indirectly supports the services or functions now or hereafter furnished to United under the Agreement, (ii) using any United Information, or (iii) in respect of any other information if performed on behalf of United or in support of United's business, operations or services.

1.5 **"Vendor Processing Resources"** means information processing resources supplied or operated by Vendor, including without limitation, network infrastructure, computer systems, workstations, laptops, hardware, software, databases, storage media, printers, proprietary applications, internet connectivity, printers and hard copies which are used, either directly or indirectly, in support of Vendor processing.

SECTION 2
SECURITY MANAGEMENT

2.1 **Vendor Security Contact.** Vendor shall provide a security representative as the single point of contact for United on all security issues, who shall be responsible for overseeing compliance with this Exhibit.

2.2 **Policies and Procedures.** Vendor shall maintain written security management policies and procedures to prevent, detect, contain, and correct violations of measures taken to protect the confidentiality, integrity, availability, or security of Vendor Processing Resources and/or United Information. Such policies and procedures shall: (i) assign specific data security responsibilities and accountabilities to specific individual(s); (ii) include a formal risk management program which includes periodic risk assessments; and (iii) provide an adequate framework of controls that safeguard United Information Systems and United Information.

2.3 **Infrastructure Protection.** Vendor shall maintain industry standard procedures to protect Vendor Processing Resources, including, at a minimum:

(a) Formal security programs (policies, standards, processes, etc.);

(b) Processes for becoming aware of, and maintain, security patches and fixes;

(c) Router filters, firewalls, and other mechanisms to restrict access to the Vendor Processing Resources, including without limitation, all local site networks which may be accessed via the Internet (whether or not such sites transmit information);

(d) Resources used for mobile access to United Information Systems shall be protected against attack and penetration through the use of firewalls; and

(e) Processes to prevent, detect, and eradicate malicious code (e.g., viruses, etc.) and to notify United of instances of malicious code detected on Vendor Processing Resources or affecting United Information.

SECTION 3
RISK MANAGEMENT

3.1 **General Requirements.** Vendor shall maintain appropriate safeguards and controls and exercise due diligence to protect United Information and Vendor Processing Resources against unauthorized access, use, and/or disclosure, considering all of the below factors. In the event of any conflict or inconsistency, Vendor shall protect the United Information and Vendor Processing Resources in accordance with the highest applicable requirement:

(a) Federal, state, legal and regulatory requirements;

(b) Information technology and healthcare industry best practices;

(c) Sensitivity of the data;

(d) Relative level and severity of risk of harm should the integrity, confidentiality, availability or security of the data be compromised, as determined by Vendor as part of an overall risk management program;

(e) United's data security requirements, as set forth in this Exhibit, the due diligence process and/or in the Agreement; and

(f) Any further information security requirements which are included in a statement of work or equivalent document which is attached to or relates to the Agreement.

3.2 **Security Evaluations.** Vendor shall periodically (no less than annually) evaluate its processes and systems to ensure continued compliance with obligations imposed by law, regulation or contract with respect to the confidentiality, integrity, availability, and security of United Information and Vendor Processing Resources. Vendor shall document the results of these evaluations and any remediation activities taken in response to such evaluations, and provide to United a copy.

3.3 **Internal Records.** Vendor shall maintain mechanisms to capture, record, and examine information relevant to Security Incidents and other security-related events. In response to such events, Vendor shall take appropriate action to address and remediate identified vulnerabilities to United Information and Vendor Processing Resources.

3.4 **United Audits.** Vendor agrees to permit United, its auditors, its customers, or any governmental authority, upon reasonable advance notice, to inspect and examine Vendor Processing Resources, the facilities used to perform Vendor Processing, as well as policies, procedures, plans, and other records and documentation as reasonably necessary for United to verify Vendor's compliance with this Exhibit. United reserves the right to require Vendor to install appropriate systems management and security software to ensure appropriate protection is in place. United shall not disclose any information learned by United in the course of performing any such inspection or examination except as may be reasonably necessary for United to comply with obligations relating to the protection of United Information or as may otherwise be required by law.

3.5 **Remediation.** Vendor will remedy any High Severity security exposure or finding discovered by United within twenty-four (24) hours from the time the finding is identified and notice is provided to Vendor. Vendor will remedy any Medium to Low Severity security exposure or finding discovered by United within two (2) to five (5) business days, from the time the finding is identified and notice is provided to Vendor. If Vendor does not address the exposure or finding within the applicable time obligation, United shall have the right to immediately terminate access to United Information Systems and United Information without penalty to the services related to the access.

3.6 **Audit Practices.** Vendor shall provide to United, at least annually, information on its audit processes, procedures and controls, including a report on any findings and remediation efforts. United may accept, in place of an audit, independent attestation of Vendor's security practices and process controls, provided the attestation provides sufficient evidence (e.g., Statements on Auditing Standards 70 Type II equivalent, etc.).

3.7 **Vendor Locations.** Unless previously authorized by United in writing, all work performed by Vendor related to the Agreement shall be performed from the Vendor location(s) in the United States or any other location designated in the Agreement and/or any relevant statement of work(s), exhibits, lists, grids or documents that United provides to Vendor related to any offshoring requirements or restrictions. For any location(s) outside of the fifty (50) United States ("Offshore Locations") where Vendor performs work related to the Agreement for United, Vendor also agrees to maintain the following security controls:

(a) Vendor shall conduct either a SAS70 Type II Audit, a BS-7799 certification, or an ISO27001 certification at all Offshore Locations from which work is performed by Vendor related to the Agreement and will provide the resulting audit reports to United. The audits or certifications will be conducted once annually, and each report will cover a twelve (12) month term. The audit report will be issued to United no later than sixty (60) days after the audit is completed.

(b) Vendor shall conduct assessments of general control objectives, as defined by United. These objectives may be periodically updated by United, effective upon delivery to Vendor to address additional services that Vendor will provide to United.

(c) Vendor will comply with all future BS-7799 regulations, ISO27001 standards, or that of its successor(s), as issued by the SEC and the Public Company Accounting Oversight Board, British Standards Institute (BSI), or International Standards Organization (ISO).

(d) In the event that Vendor's audit report does not meet United requirements, United may exercise its rights under Section 3.4 of this Exhibit. All costs associated with such audit(s) shall be paid by Vendor.

(e) At United's request, Vendor will provide a quarterly management representation letter reflecting any material changes in the environment utilized for the provided services.

SECTION 4
PERSONNEL SECURITY

4.1 **Access to United Information.** Vendor shall require its employees, contractors and agents who have, or may be expected to have, access to United Information or United Information Systems to comply with the provisions of the Agreement, including this Exhibit, any other exhibits to the Agreement, and any confidentiality agreement(s) or Business Associate Agreement(s) binding upon Vendor. Vendor will remain responsible for any breach of this Exhibit by its employees, contractors, and agents.

4.2 **Security Awareness.** Vendor shall ensure that its employees and contractors remain aware of industry standard security practices and their responsibilities for protecting United Information. This shall include, but not be limited to:

(a) Protection against malicious software (such as viruses);

(b) Appropriate password protection and password management practices; and

(c) Appropriate use of workstations and computer system accounts.

4.3 **Sanction Policy.** Vendor shall maintain a sanction policy to address violations of Vendor's internal security requirements or security requirements which are imposed on Vendor by law, regulation, or contract.

4.4 **Supervision of Workforce.** Vendor shall maintain processes for authorizing and supervising its employees, temporary employees, and independent contractors and for monitoring access to United Information, United Information Systems and/or Vendor Processing Resources.

4.5 **Background Checks.** Vendor shall maintain processes to determine whether a prospective member of Vendor's workforce is sufficiently trustworthy to work in an environment which contains Vendor Processing Resources and United Information. At a minimum, such

processes shall meet the requirements set forth in United's standard background investigations procedures, a copy of which will be provided to Vendor upon request.

SECTION 5
PHYSICAL SECURITY

Vendor shall maintain appropriate physical security controls (including facility and environmental controls) to prevent unauthorized physical access to Vendor Processing Resources and areas in which United Information is stored or processed. Where practicable, this shall include controls to physically protect hardware (e.g., lockdown devices). Vendor shall adopt and implement a written facility security plan which documents such controls and the policies and procedures through which such controls will be maintained. Vendor shall maintain appropriate records of maintenance performed on Vendor Processing Resources and on the physical control mechanisms used to secure Vendor Processing Resources. Vendor shall obtain United's prior written approval prior to moving storage or processing of United Information, or personnel which have access to United Information or United Information Systems, to a location outside the United States.

SECTION 6
SOFTWARE

6.1 **Software Licensing.** Any access provided to Vendor under this Exhibit is limited to United Information and United Information Systems and United is not granting Vendor a license to use the software programs contained within United Information Systems. Any license to the software programs contained within the United Information Systems shall be pursuant to a separate agreement between the parties.

6.2 **Software Usage.** Vendor shall not attempt to reverse engineer or otherwise obtain copies of the software programs contained in United Information Systems. This Exhibit does not transfer Vendor title of any ownership rights or rights in patents, copyrights, trademarks and trade secrets included in United Information Systems.

SECTION 7
SECURITY MONITORING AND RESPONSE

7.1 **Incident Response.** Vendor shall maintain formal processes to detect, identify, report, respond to, and resolve Security Incidents in a timely manner.

7.2 **Incident Notification.** Vendor shall notify United in writing and provide a resolution plan within two (2) hours of any Security Incident(s) which result in, or which Vendor reasonably believes may result in, unauthorized access to, modification of, or disclosure of United Information, United Information Systems or other United applications.

7.3 **Incident Resolution.** After obtaining a written notification and resolution plan, United will determine the severity of the Security Incident and advise Vendor of such severity. If United

considers the risk to be a High Severity exposure, Vendor must resolve or mitigate the High Severity within twenty-four (24) hours of providing such notice. If United considers the exposure a Medium or Low Severity exposure, then Vendor must resolve or mitigate the risk within two (2) to five (5) business days of providing such notice. If Vendor does not resolve the Security Incident within the applicable time obligation, United shall have the right to immediately terminate access to United information and United Information Systems without penalty.

7.4 **Site Outage.** Vendor shall promptly report to United any Vendor site outages where such outage may impact United or Vendor's ability to fulfill its obligations to United.

SECTION 8
COMMUNICATION SECURITY

8.1 **Exchange of Confidential Information.** The parties agree to utilize a secure method of transmission when exchanging Confidential Information electronically.

8.2 **Encryption.** Vendor shall maintain encryption, in accordance with standards mutually agreed upon between the parties, for all transmission of United Information via public networks (e.g., the Internet). Such transmissions include, but are not limited to:

(a) Sessions between web browsers and web servers;

(b) Email containing United Information (including passwords); and

(c) Transfer of files via the Internet (e.g., FTP).

8.3 **Protection of Storage Media.** Vendor shall ensure that storage media containing United Information is properly sanitized of all United Information or is destroyed prior to disposal or re-use for non-Vendor Processing. All media on which United Information is stored shall be protected against unauthorized access or modification. Vendor shall maintain reasonable and appropriate processes and mechanisms to maintain accountability and tracking of the receipt, removal and transfer of storage media used for Vendor Processing or on which United Information has been stored.

8.4 **Data Integrity.** Vendor shall maintain processes to prevent unauthorized or inappropriate modification of United Information, for both data in transit and data at rest.

SECTION 9
ACCESS CONTROL

9.1 **Access Control.** Vendor shall maintain appropriate access control mechanisms to prevent all access to United Information and/or Vendor Processing Resources, except by: (i) specified users expressly authorized by United and (ii) Vendor personnel who have a "need to access" to perform a particular function in support of Vendor Processing. The access and

privileges granted shall be limited to the minimum necessary to perform the assigned functions. Vendor shall maintain processes to ensure that employee or contractor access to Electronic Protected Health Information is revoked no later than within two (2) business days of termination. Vendor shall maintain appropriate mechanisms and processes for detecting, recording, analyzing, and resolving unauthorized attempts to access United Information or Vendor Processing Resources. Notification to United of such unauthorized attempts is set forth in Section 7.2.

9.2 **Identification and Authentication.** All access to any United Information or any Vendor Processing Resources shall be Identified and Authenticated as defined in this Section. "Identification" refers to processes which establish the identity of the person or entity requesting access to United Information and/or Vendor Processing Resources. "Authentication" refers to processes which validate the purported identity of the requestor. For access to United Information or Vendor Processing Resources, Vendor shall require Authentication by the use of an individual, unique user ID and an individual password or other appropriate Authentication technique approved by United in writing. Vendor shall obtain written approval from United prior to using digital certificates as part of Vendor's Identification or Authorization processes. Vendor shall maintain procedures to ensure the protection, integrity, and soundness of all passwords created by Vendor and/or used by Vendor in connection with the Agreement.

9.3 **Account Administration.** Vendor shall maintain appropriate processes for requesting, approving, and administering accounts and access privileges for Vendor Processing Resources and United Information. These processes shall be required for both United-related accounts and Vendor's internal accounts for Vendor Processing Resources, and shall include procedures for granting and revoking emergency access to Vendor Processing Resources and United Information. All access by Vendor's employees or contractors to United Information Systems shall be subject to advance approval by United and shall follow United standard policies and procedures.

SECTION 10
NETWORK SECURITY

10.1 **Authorized Access.** Vendor shall only have access to United Information Systems authorized by United and shall use such access solely for providing services to United. Vendor shall not attempt to access any applications, systems or data that United has not authorized Vendor to access or that Vendor does not need to access in order to perform services for United. Vendor further agrees to access such applications, data and systems solely to the extent minimally necessary to provide services to United. Vendor's attempt to access any applications, data or systems in violation of the terms in this Section 10.1 shall be a material breach of the Agreement.

10.2 **Remote Access Requirements.** In the event United authorizes Vendor to remotely access United Information Systems, Vendor shall only do so only from locations approved by United in writing. These locations may include, but are not limited to, Vendor primary locations, co-locations, employee home offices, and required business travel destinations. Vendor remote

access shall be subject to United security and audit controls as referenced below in sections 10.3 and 10.4.

10.3 **Remote Access Security Controls.** In the event United authorizes Vendor to remotely access United Information Systems, unless authorized by United in writing, only United-owned and maintained mobile/PC devices (i.e., laptops, electronic notebooks, desktop PCs, etc) may be used for remote access into United Information Systems. In the event that United approves Vendor-owned mobile devices or mobile/PC devices for remote access connections, Vendor agrees to the following security controls:

(a) Vendor shall procure mobile/PC devices and related operational hardware, manage the facilities used for remote or at home use, and provide access to United systems.

(b) Vendor shall establish mutually agreed upon policies, procedures and protocols that are to address the facilities requirements for remote or at home access.

(c) Mobile/PC devices shall be routinely registered with the United security guard or the United manager, as required.

(d) Vendor shall have and shall restrict administrative rights to the mobile/PC device and will provide United field support the rights necessary to verify configuration on a periodic basis.

(e) Vendor shall configure the mobile/PC device according to United's connectivity requirements, including approved VPN software.

(f) Vendor shall maintain mobile/PC device password and screen saver safeguards.

(g) Vendor shall disable all wireless capability from the mobile/PC device when not in use.

(h) Vendor shall only use current, commercially supported operating systems on the mobile/PC device.

(i) Vendor shall only use current and up to date patches, hot fixes, and service.

(j) Vendor shall not simultaneously connect to the United network and a non-secure network (third party network or other non-standard connections). Only authorized connections from United Information Systems to United approved networks are allowed.

(k) United reserves the right to require installation of appropriate systems management and security software to ensure adequate protection, including but

not limited to system patch levels, anti-virus and malware protection, software licensing and appropriate device-level firewall protection.

(l) Vendor remote access users shall adhere to United standard authentication protocols including, but not limited to, network and application login accounts, and/or two factor authentication tokens.

(m) Vendor shall remotely connect to United systems using only the following United-provided solutions:

(i) External Corporate Connection through a dedicated private network connection and/or via Virtual Private Network Business To Business Internet Connection ("VPN B2B"), with appropriate firewall rules to restrict connectivity to only required resources, or
(ii) External Corporate Connection Virtual Private Network Client solution to a specified user group to restrict connectivity to only required resources, or
(iii) External Corporate Connection with a CITRIX presentation model, restricting connectivity and access to only required resources.

10.4 **Remote Access Audit Controls.** Unless authorized by United in writing, all contracted work by Vendor shall be conducted from the designated Vendor locations as referenced in the Agreement and/or relevant statement of work(s), exhibits, lists, grids or documents that United provides to Vendor. If United authorizes Vendor personnel to provide services to United remotely, the following audit controls shall apply:

(a) Vendor shall monitor remote or at home users on a periodic basis, which shall include both quarterly onsite audits and a summary report on findings and remediation efforts. Vendor shall provide such reports to United.

(b) Vendor shall follow the additional confidentiality obligations:

(i) Vendor will not remove any United Information from Vendor location(s), and will not print or download any United Information, including information resulting from connectivity or access to a United system(s), without prior approval of United.
(ii) Vendor shall inventory any United Information obtained by Vendor and shall return or destroy United Information as required by United. If requested by United, Vendor shall provide a certificate of secure destruction.
(iii) Vendor will comply with all United policies and procedures regarding the safekeeping of United Information. Policies and procedures must include limitations regarding the storage of information on mobile/PC devices.
(iv) Vendor will keep any hardcopy United Information in a locked file cabinet when such information is not in use.

(v) Vendor will maintain written security management policies and procedures regarding secure possession of United Information when traveling and utilizing United Information in public environments.

SECTION 11
MISCELLANEOUS

11.1 **Software Development.** If the Agreement involves the development of software product(s) for United, such software shall be developed and maintained in accordance with the development methodology specified by United. Such software shall satisfy the appropriate United information security policies and guidelines that are furnished by United to Vendor (which are incorporated herein by reference). Vendor shall comply with any instructions, guidelines or minimum compliance controls that are furnished by United to Vendor (which are incorporated herein by reference) to enable United to comply with the Sarbanes Oxley Act and/or other applicable laws and regulations.

11.2 **Business Continuity Management.** Vendor will, at its sole expense, establish and maintain (i) written business continuity plans for the services and supporting facilities and (ii) written disaster recovery plans for critical technology and systems infrastructure and (iii) proper risk controls (collectively, the "Contingency Plans") to enable continued performance under the Agreement in the event of a disaster or other unexpected break in services. Vendor will update and test the operability of any applicable Contingency Plan at least annually, and will maintain each such plan upon the occurrence of a disaster event. As used herein, a disaster is defined as an unanticipated incident or event, including, without limitation, force majeure events, technological accidents, or human-caused events, that may causes a material service or critical application to be unavailable without any reasonable prediction for resumption, or that causes data loss, property damage or other business interruption without any reasonable prediction for recovery, within a commercially reasonable time period.

11.3 **Compliance with Laws.** Vendor shall comply with all federal, state and local laws, regulations, ordinances and requirements relating to the confidentiality, integrity, availability, or security of United Information applicable to Vendor's obligations under the Agreement, including obligations in this Exhibit or other exhibits to the Agreement, or Business Associate Agreement(s) binding upon Vendor. In relation to and in conjunction with Vendor's obligations under any Business Associate Agreement or HIPAA exhibit, Vendor shall comply with the following with respect to Electronic Protected Health Information:

(a) **Safeguards.** Vendor shall maintain administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic Protected Health Information that it creates, receives, maintains, or transmits on behalf of United as required by 45 CFR, Part 164, Subpart C.

(b) **Third Parties.** Vendor shall ensure that any agent, including a subcontractor, to whom Vendor provides Electronic Protected Health Information agrees to

maintain reasonable and appropriate safeguards to protect such Electronic Protected Health Information; provided, however, that Vendor shall not assign, delegate, or subcontract any obligation of Vendor owed to United in violation of the Agreement.

11.4 **Amendments.** This Exhibit may be modified by a written agreement executed by Vendor and United. Notwithstanding the foregoing or anything else, United may amend this Exhibit by providing thirty (30) days advance written notice of such amendment if United reasonably determines that such amendment is necessary for United to comply with the Standards for Privacy of Individually Identifiable Health Information or the Security Standards for the Protection of Electronic Protected Health Information (both of which are set forth at 45 CFR Parts 160 and 164) or any other applicable federal, state or local law, regulation, ordinance, or requirement relating to the confidentiality, integrity, availability, or security of individually identifiable medical or personal information or other United Information.

AMENDMENT NO. 1 TO THE
ADMINISTRATIVE SERVICES AGREEMENT
BETWEEN
MARCH VISION CARE GROUP, INCORPORATED
AND
UNITEDHEALTHCARE OF LOUISIANA, INC

THIS AMENDMENT NO. 1 (this "Amendment") is entered into the later of (i) August 1, 2015 or (ii) such date as approved by the applicable regulatory agency(ies), regardless of the execution date ("Effective Date"), by and between **MARCH VISION CARE GROUP, INCORPORATED** ("Vendor") and **UNITEDHEALTHCARE OF LOUISIANA, INC.** ("United"). All defined terms shall have the meaning ascribed to them as set forth in this Amendment or the Agreement.

WHEREAS, United and Vendor entered into that certain Administrative Services Agreement ("the Agreement"), effective as of February 1, 2015, which sets forth the terms and conditions under which Vendor provides certain vision network management, administrative, and other services on behalf of United;

WHEREAS, by executing this Amendment, United and Vendor each agree to be bound by those terms and conditions, except where provided for in this Amendment, that make up the main body of the Agreement.

NOW THEREFORE, in consideration of the terms and conditions set forth herein, the receipt and sufficiency of which are hereby acknowledged, United and Vendor hereby agree as follows:

1. Exhibit B-2, Performance Level Standards, Section 8 Provider Support Services is updated as follows

Metric	Metric Description	Measurement	Expected Value	Frequency
Provider Customer Service – Service Level	% of calls answered within X seconds	% of calls	Answer ninety-five (95) percent of calls within thirty (30) seconds or direct the call to an automatic call pickup system with IVR options	Monthly, Annual Trending
Provider Customer Service – Busy Signal	% of calls receiving busy signal	% of calls	No more than 1% of incoming calls receive a busy signal	Upon Request

IN WITNESS WHEREOF, the parties have executed this Amendment as of the Effective Date written above.

UNITEDHEALTHCARE OF LOUISIANA, INC.

By Lisam. Iverson

Print Name Lisam. Iverson

Print Title VP Ops

MARCH VISION CARE GROUP, INCORPORATED

By _____

Print Name Glenville A. March, Jr., M.D.

Print Title Secretary

AMENDMENT NUMBER 2
TO THE ADMINISTRATIVE SERVICES AGREEMENT

This Amendment Number 2 to the Administrative Services Agreement (this "Amendment"), is entered into the later of: (i) Junery 1, 2018; or (ii) such date as approved by the applicable regulatory agency(ies), (the "Amendment Effective Date") by and between **March Vision Care Group Incorporated** ("Vendor") and **UnitedHealthcare of Louisiana, Inc.** ("United").

WHEREAS, the parties entered into an Administrative Services Agreement effective February 1, 2015 as subsequently amended (the "Agreement") that sets forth the terms and conditions under which Vendor provides and/or arranges for the provision of certain vision services on behalf of United;

WHEREAS, by executing this Amendment, the parties each agree to be bound by those terms and conditions, except where provided for in this Amendment, that make up the main body of the Agreement between the parties.

NOW THEREFORE, in consideration of the conditions set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree to amend the Agreement as follows:

1. Capitalized terms used herein which are not otherwise defined in this Amendment or any attachments hereto shall have the meaning assigned to them in the Agreement.

2. The compensation rates listed in Exhibit A shall be deleted and replaced as shown below:

Segment	Line of Business	Service	Service Type	Service Area *	Rate ($)	Rate Type	ASO or Full Service
[redacted]							

3. The Louisiana Medicaid and CHIP Program Regulatory Requirements Appendix included in the Agreement as Exhibit D is hereby deleted and replaced in its entirety with the version attached hereto.

4. Except as so amended, all other provisions of the Agreement shall remain in full force and effect. Any conflict between the Agreement and this Amendment shall be resolved in favor of this Amendment.

[*REST OF THIS PAGE INTENTIONALLY LEFT BLANK FOLLOWED BY THE SIGNATURE PAGE WHICH MAY BE EXECUTED ELECTRONICALLY IN COUNTERPARTS AND SENT VIA FACSIMILE OR EMAIL*]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the Amendment Effective Date.

March Vision Care Group, Incorporated	**UnitedHealthcare of Louisiana, Inc.**
By:	By:
Print Name: Glenville A. March, Jr., M.D.	Print Name: Jean C. Benson
Print Title: Secretary	Print Title: V.P. Finance

EXHIBIT D

LOUISIANA MEDICAID AND CHIP PROGRAM REGULATORY REQUIREMENTS APPENDIX

[SEE ATTACHED]

LOUISIANA MEDICAID AND CHIP PROGRAM

REGULATORY REQUIREMENTS APPENDIX

MEDICAL SUBCONTRACTOR

THIS LOUISIANA MEDICAID AND CHIP PROGRAM REGULATORY REQUIREMENTS APPENDIX (this "Appendix") supplements and is made part of the agreement (the "Subcontract") between UnitedHealthcare of Louisiana, Inc. ("United") and subcontractor named in the agreement to which this Appendix is attached (the "Subcontractor").

SECTION 1
APPLICABILITY

This Appendix applies with respect to the provision of indirect or non-health care related services provided by Subcontractor under the Louisiana Healthy Louisiana and related programs (collectively, the "State Program") as governed by the State's designated regulatory agencies. In the event of a conflict between this Appendix and other appendices or any provision of the Subcontract, the provisions of this Appendix shall control except with regard to benefit plans outside the scope of this Appendix or unless otherwise required by law. In the event United is required to amend or supplement this Appendix as required or requested by the State to comply with federal or State regulations, United will unilaterally initiate such additions, deletions or modifications.

SECTION 2
DEFINITIONS

Unless otherwise defined in this Appendix, all capitalized terms shall be as defined in the Subcontract. For purposes of this Appendix, the following terms shall have the meanings set forth below; provided, however, in the event any definition set forth in this Appendix or the Subcontract is inconsistent with any definitions under the State Program, the definitions shall have the meaning set forth under the State Program.

2.1 **Agreement:** An executed contract between Subcontractor and a Provider for the provision of Covered Services to persons enrolled in the State Program(s).

2.2 **Covered Person(s):** An individual who is currently enrolled with United for the provision of services under the State Program. A Covered Person may also be referred to as an Enrollee, Member, Customer or other similar term under the Agreement and/or Subcontract.

2.3 **Covered Services:** Health care services or products for which a Covered Person is enrolled with United to receive coverage under the State Contract.

2.4 **Department or LDH:** The Louisiana Department of Health.

2.5 **Provider:** An appropriately licensed and/or certified hospital, ancillary provider, physician group, individual physician or other health care provider who has entered into an Agreement with Subcontractor for the provision of Covered Services to Covered Persons.

2.6 **State:** The State of Louisiana or its designated regulatory agencies.

2.7 **State Contract:** United's contract(s) with LDH for the purpose of providing and paying for Covered Services to Covered Persons enrolled in the State Program.

2.8 **State Program:** The State of Louisiana's Healthy Louisiana and related programs where United provides services to Louisiana residents through a contract with the State. For purposes of this Appendix, "State Program" may refer to the State agency(ies) responsible for administering the State Program.

2.9 **Subcontract:** A written agreement between United and Subcontractor to fulfill any requirements of the State Contract.

SECTION 3
OBLIGATIONS OF SUBCONTRACTOR'S PROVIDER

The State Program, through contractual requirements and federal and State statutes and regulations, requires that providers who provide services to Covered Persons enrolled in the State Program comply with certain requirements as set forth below and elsewhere in this Appendix. As applicable, Subcontractor shall require its Providers to comply with the requirements set forth below and elsewhere in this Appendix.

3.1 Covered Services; Definitions Related to Coverage. Provider shall follow the State Contract's requirements for the provision of Covered Services. A description of the package of benefits offered by LDH under the State Program is available on the LDH website at http://www.makingmedicaidbetter.com/. Provider's decisions affecting the delivery of acute or chronic care services to Covered Persons shall be based on the individual's medical needs and in accordance with the following definitions:

(a) 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 any of the following: (1) placing the health of the individual (or with respect to a pregnant woman, the health of the woman or her unborn child) in serious jeopardy; (2) serious impairment to bodily functions; or (3) serious dysfunction of any bodily organ or part.

(b) Emergency Services: Covered inpatient and outpatient services that are furnished by a provider that is qualified to furnish these services under 42 CFR Part 438.114(a) and § 1932(b)(2) of the Social Security Act of 1935 (42 U.S.C. § 1396u-2) and that are needed to screen, evaluate, and stabilize an Emergency

Medical Condition. Emergency Services also include services defined as such under Section 1867(e) of the Social Security Act ("anti-dumping provisions"). There are no prior authorization requirements for Emergency Services.

(c) Medically Necessary or Medical Necessity: Those health care services that are in accordance with generally accepted, evidence-based medical standards or that are considered by most physicians (or other independent licensed practitioners) within the community of their respective professional organizations to be the standard of care. In order to be considered Medically Necessary, services must be: (1) deemed reasonably necessary to diagnose, correct, cure, alleviate or prevent the worsening of a condition or conditions that endanger life, cause suffering or pain or have resulted or will result in a handicap, physical deformity or malfunction; and (2) 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. Any such services must be clinically appropriate, individualized, specific and consistent with symptoms or confirmed diagnosis of the illness or injury under treatment, and neither more nor less than what the recipient requires at that specific point in time. Services that are experimental, non-FDA approved, investigational, or cosmetic are specifically excluded from Medicaid coverage and will be deemed "not medically necessary."

3.2 Accessibility Standards. Provider shall provide for timely access to Covered Person appointments in accordance with the appointment availability requirements established under the State Contract and shall offer hours of operation that are no less than the hours of operation offered to commercial or non-Medicaid/CHIP members or comparable to Medicaid fee-for-service beneficiaries if Provider serves only Medicaid beneficiaries.

3.3 Antitrust. Provider assigns to the State of Louisiana any and all rights or claims it currently has or may acquire under any state or federal antitrust laws and that are attributable to any product units purchased or reimbursed through any State Program or payment mechanism, including but not limited to product units purchased or reimbursed under the state's managed Medicaid program, currently known as Louisiana Health. For purposes of this assignment clause, "Provider" shall include any direct or indirect owner to whom the right or claim to be assigned actually belongs, including any and all parents, branches, departments or subsidiaries.

SECTION 4
SUBCONTRACTOR REQUIREMENTS

4.1 Hold Harmless. Except for any applicable cost-sharing requirements under the State Contract, Subcontractor shall look solely to United for payment of Covered Services provided to Covered Persons pursuant to the Agreement and the State Contract and hold the State, the U.S. Department of Health and Human Services and Covered Persons harmless in the event that United cannot or will not pay for such Covered Services. In accordance with 42 CFR Part 447.15, as may be amended from time to time, the Covered Person is not liable to Provider or Subcontractor for any services for which United is liable and as specified under the State's

relevant health insurance or managed care statutes, rules or administrative agency guidance. Neither Subcontractor nor Provider shall not require any copayment or cost sharing for Covered Services provided under the Agreement unless expressly permitted under the State Contract. Subcontractor and Provider shall also be prohibited from charging Covered Persons for missed appointments if such practice is prohibited under the State Contractor applicable law. Neither the State, the Department nor Covered Persons shall be in any manner liable for the debts and obligations of United and under no circumstances shall United, or any providers used to deliver services covered under the terms of the State Contract, charge Covered Persons for Covered Services. Subcontractor and Provider shall accept the final payment made by United as payment-in-full for core benefits and services provided and shall not solicit or accept any surety or guarantee of payment from LDH or the Covered Persons(s). Covered Person shall include the patient, parent(s), guardian, spouse or any other legally or potentially legally, responsible person of the member being served.

If the medical assistance services are not Covered Services, prior to providing the service, Provider shall inform the Covered Person of the non-covered service and have the Covered Person acknowledge the information. If the Covered Person still requests the service, Provider shall obtain such acknowledgement in writing prior to rendering the service. If United determines a Covered Person was charged for Covered Services inappropriately, such payment may be recovered, as applicable.

This provision shall survive any termination of the Agreement, including breach of the Agreement due to insolvency.

4.2 Indemnification. At all times during the Agreement, Subcontractor shall, and shall ensure Provider indemnifies, defends, protects, and holds harmless LDH and any of its officers, agents, and employees from:

(a) Any claims, losses, or suits relating to activities undertaken by Subcontractor and/or Provider pursuant to the Agreement or pursuant to the State Contract;

(b) Any claims for damages or losses arising from services rendered by any contractor, person, or firm performing or supplying services, materials, or supplies for Subcontractor and/or Provider in connection with performance of the Agreement or in connection with performance of the State Contract;

(c) Any claims for damages or losses to any person or firm injured or damaged by erroneous or negligent acts, including disregard of State or federal Medicaid regulations or legal statutes, by Provider and/or Subcontractor, its agents, officers, employees, or contractors in performance of the Agreement or in performance of the State Contract;

(d) Any claims for damages or losses resulting to any person or firm injured or damaged by Subcontractor and/or Provider, its agents, officers, employees, or contractors, by Subcontractor's and/or Provider's publication, translation, reproduction, delivery, performance, use, or disposition of any data processed under the Agreement in a manner not authorized by the Agreement, the State Contract, or by federal or State regulations or statutes;

(e) Any failure of Subcontractor and/or Provider, its agents, officers, employees, or contractors, to observe federal or State laws, including but not limited to labor laws and minimum wage laws;

(f) Any claims for damages, losses, or reasonable costs associated with legal expenses, including but not limited to those incurred by or on behalf of LDH in connection with the defense of claims for such injuries, losses, claims, or damages specified above;

(g) Any injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses which may in any manner accrue against LDH or its agents, officers or employees, through the intentional conduct, negligence or omission of Subcontractor and/or Provider, its agents, officers, employees or contractors.

In the event that, due to circumstances not reasonably within the control of United, Subcontractor, Provider, or LDH (i.e., a major disaster, epidemic, complete or substantial destruction of facilities, war, riot or civil insurrection), United, Subcontractor, Provider, or LDH will have any liability or obligation on account of reasonable delay in the provision or the arrangement of Covered Services; provided, however, that so long as the State Contract remains in full force and effect, United shall be liable for authorizing services required in accordance with the State Contract.

4.3 Ownership and Control Information. Subcontractor shall, and shall ensure Provider complies with and submits to United disclosure of information in accordance with the requirements specified in 42 CFR Part 455, Subpart B (42 CFR §§ 455.100 – 106), as may be amended from time to time.

4.4 Record Keeping.

(a) Maintenance. In conformity with requirements under State and federal law and the State Contract, Subcontractor and Provider shall maintain an adequate record keeping system for recording services, service providers, charges, dates and all other commonly required information elements for services rendered to Covered Persons pursuant to the Agreement, including but not limited to such records as are necessary for evaluation of the quality, appropriateness, and timeliness of services performed under the Agreement. All records originated or prepared in connection with Subcontractor's and Provider's performance of its obligations under the Agreement, including but not limited to working papers related to the preparation of fiscal reports, medical records, progress notes, charges, journals, ledgers, and electronic media, shall be retained and safeguarded by Subcontractor and Provider in accordance with the terms and conditions of the State Contract.

(b) Medical Records. Subcontractor shall, and shall ensure Provider retains medical records at the site where medical services are provided. Each Covered Person's medical record must be accurate, legible and maintained in detail consistent with good medical and professional practice which permits effective internal and external quality review and/or medical audit and facilitates an adequate system of follow-up treatment.

Subcontractor shall, and shall ensure Provider maintains the confidentiality of medical records in accordance with 42 CFR 438.224 and 45 CFR Parts 160 and 164, subparts A and E, as may be amended from time to time. Covered Persons and their representatives shall be given access to and can request copies of the Covered Person's medical records, to the extent and in the manner provided by Louisiana Revised Statutes § 40:1299.96 and 45 CFR Part 164.3524, as amended, and subject to reasonable charges. In addition, LDH or its designee shall have immediate and complete access to all records pertaining to the health care services provided to Covered Persons. Medical record requirements are further defined in the State Contract.

(c) Retention. Subcontractor shall, and shall require Provider to retain all administrative, financial and programmatic records, supporting documents, statistical records, medical records, other records of Covered Persons relating to the delivery of care or services under the State Contract, and such other records as required by LDH (whether paper or electronic) for the later of: (i) ten (10) years from the expiration date of the State Contract, including any extension(s) thereof; or (ii) for Covered Person records, for ten (10) years after the last payment was made for services provided to the Covered Person (an exception to this requirement includes records pertaining to once in a lifetime events, including but not limited to appendectomy and amputations, etc., which must be retained indefinitely and may not be destroyed); or (iii) such other period as required by law. Notwithstanding the foregoing, if the records are under review or audit or related to any matter in litigation, such records shall be retained until completion of the audit, review or litigation and resolution of all issues which arise from it or until the end of the ten (10) year period, whichever is later. If Subcontractor and/or Provider store records on microfilm or microfiche or other electronic means, Subcontractor shall, and shall ensure Provider produce, at its expense, legible hard copy records within twenty-one (21) calendar days upon the request of State or federal authorities.

The above record retention requirements pertain to the retention of records for Medicaid purposes only; other State or federal rules may require longer retention periods. Current State law (LRS 40:1299.96) requires physicians to retain their records for at least ten (10) years, commencing from the last date of treatment.

(d) Records Upon Termination. United, Subcontractor and Provider recognize that in the event of termination of the State Contract for any of the reasons described therein, Subcontractor and Provider shall immediately make available to United, in a usable form, any and all records, whether medical or financial, related to Subcontractor's and Provider's activities undertaken pursuant to the Agreement and the State Contract so that United can immediately make available the same to LDH or its designated representative. The provision of such records shall be at no expense to the Department.

4.5 Government Inspection, Audit and Evaluation

(a) By State and Federal Agencies. Subcontractor acknowledges and agrees, and shall require Provider to acknowledge and agree that LDH, the U.S. Department of Health and Human Services (HHS), CMS, the Office of Inspector General, the Comptroller General, the State Legislative Auditor's Office, the Louisiana

Attorney General's Office, any other State or federal entity identified by the Department, and/or designees of any of the above, shall have the right to evaluate through audit, inspection or other means, whether announced or unannounced, any records pertinent to the State Contract, including those pertaining to the quality, appropriateness and timeliness of services provided pursuant to the State Contract and the timeliness and accuracy of encounter data and practitioner claims submitted to United. Subcontractor shall, and shall require Provider to cooperate with such evaluations and, upon request by United or any of the entities listed above, assist in such reviews. In addition, the above entities and/or their designees, at any time and as often as they may deem necessary during the State Contract period and for a period of ten (10) years thereafter (including any extensions to the State Contract), shall have the right to inspect or otherwise evaluate the quality, appropriateness, and timeliness of services provided under the terms of the State Contract and any other applicable rules. There shall be no restrictions on the right of the State or federal government to conduct whatever inspections and audits are necessary to assure quality, appropriateness or timeliness of services provided pursuant to the State Contract and the reasonableness of their costs.

(b) By LDH. In addition to the above, Subcontractor shall, and shall require Provider to make its records available for fiscal audit, medical audit, medical review, utilization review, and other periodic monitoring upon request of an authorized representative of LDH.

4.6 Privacy; Confidentiality. Subcontractor understands and shall require that Provider understand that the use and disclosure of information concerning Covered Persons is restricted to purposes directly connected with the administration of the State Program and shall maintain the confidentiality of Covered Person's information and records as required by the State Contract and in federal and State law including, but not limited to, all applicable privacy, security and Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Public Law 104-191, and associated implementing regulations, including but not limited to 45 CFR Parts 160, 162, 164, as applicable and as may be amended from time to time, and shall safeguard information about Covered Persons in accordance with applicable federal and State privacy laws and rules including but not limited to 42 CFR §438.224, 42 CFR Part 2, and 42 CFR Part 431, Subpart F; 42 CFR Part 434 and 42 CFR 438.6 (if applicable), as may be amended from time to time.

Subcontractor will require that Provider further acknowledge that, in some cases, Provider will have access to information on individuals with whom Provider has no treatment or other relationship. In such cases Provider will abide by all requirements under HIPAA and ensure that the confidentiality of such information is fully maintained.

Access to member identifying information shall be limited by Subcontractor and/or Provider to persons or agencies that require the information in order to perform their duties in accordance with the Agreement and Subcontract, including the U.S. Department of Health and Human

Services (HHS), the Department and other individuals or entities as may be required. (See 42 CFR §431.300, et seq. and 45 CFR Parts 160 and 164.) Any other party shall be granted access to confidential information only after complying with the requirements of state and federal laws, including but not limited to HIPAA, and regulations pertaining to such access. Subcontractor and Provider are responsible for knowing and understanding the confidentiality laws listed above as well as any other applicable laws. Nothing herein shall prohibit the disclosure of information in summary, statistical or other form that does not identify particular individuals, provided that de-identification of protected health information is performed in compliance with the HIPAA Privacy Rule.

Federal and State Medicaid regulations, and some other federal and State laws and regulations, including but not limited to those listed above, are often more stringent than the HIPAA regulations. Subcontractor shall, and shall require Provider to notify United and the Department of any breach of confidential information related to Covered Persons within the time period required by applicable federal and State laws and regulations following actual knowledge of a breach, including any use or disclosure of confidential information, any breach of unsecured PHI, and any Security Incident (as defined in HIPAA regulations) and provide United and the Department with an investigation report within the time period required by applicable federal and State laws and regulations following the discovery. Subcontractor and/or Provider shall work with United and the Department to ensure that the breach has been mitigated and reporting requirements, if any, complied with.

4.7 Compliance with Laws, State Contract and LDH-Issued Guides. Subcontractor shall, and shall require Provider to comply with all requirements for Health Plan subcontractors set forth in the State Contract and LDH-issued guides, as well as with all applicable federal and State laws, rules, regulations and guidelines applicable to the provision of services under the State Program. The State Contract and LDH-issued guides shall be furnished to Subcontractor and Provider upon request. Subcontractor and Provider may also access these documents on the LDH website at http://www.makingmedicaidbetter.com. United also shall furnish Subcontractor and Provider (either directly or through a web portal) with United's provider manual and member handbook.

4.8 Physician Incentive Plans. In the event Provider participates in a physician incentive plan ("PIP") under the Agreement, Subcontractor agrees and shall require Provider to agree that such PIPs must comply with 42 CFR 438.6(h), 42 CFR 422.208, and 42 CFR 422.210, as may be amended from time to time. United, Subcontractor or Provider may make a specific payment directly or indirectly under a PIP to a physician or physician group as an inducement to reduce or limit Medically Necessary services furnished to an individual Covered Person. PIPs must not contain provisions that provide incentives, monetary or otherwise, for the withholding of Medically Necessary care.

4.9 Provider Selection. To the extent applicable to Subcontractor and Provider in performance of the Agreement, Subcontractor shall, and shall require Provider to comply with 42 CFR 438.214, as may be amended from time to time, which includes but is not limited to the selection and retention of providers, credentialing and recredentialing requirements, and

nondiscrimination. If United delegates credentialing to Subcontractor, United will provide monitoring and oversight and Subcontractor shall ensure that all licensed medical professionals are credentialed in accordance with United's and the State Contract's credentialing requirements.

4.10 Lobbying. Subcontractor agrees, and shall require Provider to agree to comply with the following requirements related to lobbying:

(a) Prohibition on Use of Federal Funds for Lobbying: By signing the Agreement, Subcontractor and/or Provider certifies to the best of Subcontractor's and Provider's knowledge and belief, pursuant to 31 U.S.C. § 1352 and 45 CFR Part 93, as may be amended from time to time, that no federally appropriated funds have been paid or will be paid to any person by or on Subcontractor's and/or Provider's behalf for the purpose of 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 award of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(b) Disclosure Form to Report Lobbying: If any funds other than federally appropriated funds have been paid or will be paid to any person for the purpose of 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 award of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan, or cooperative agreement and the value of the Agreement exceeds $100,000, Subcontractor and/or Provider shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

4.11 Excluded Individuals. By signing the Agreement, Subcontractor certifies, and shall require Provider to certify to the best of Subcontractor's and Provider's knowledge and belief that neither it nor any of its principals, nor any providers, subcontractors or consultants with whom Subcontractor and/or Provider contracts for items or services that are significant and material to Subcontractor's and/or Provider's obligations under the Agreement, is:

(a) excluded from participation in federal health care programs under either § 1128 or § 1128A of the Social Security Act;

(b) debarred, suspended or otherwise excluded from participating in procurement activities under the Federal Acquisition Regulation or from participating in nonprocurement activities under regulations issued under Executive Order no. 12549 or under guidelines implementing Executive Order No. 12549, or an affiliate, as defined in the Federal Acquisition Regulation, of such a person.

Subcontractor is obligated, and shall obligate Provider to screen its employees and contractors initially and on an ongoing monthly basis to determine whether any of them have been excluded from participation in Medicare, Medicaid, SCHIP, or any Federal Health Care Programs (as defined in Section 1128B(f) of the Social Security Act). Subcontractor shall not, and shall ensure Provider shall not employ or contract with an individual or entity that has been excluded. Subcontractor shall, and shall require Provider to immediately report to United any exclusion information discovered. Subcontractor acknowledges and agrees, and shall require Provider to acknowledge and agree that civil monetary penalties may be imposed against Subcontractor and/or Provider if he or she employs or enters into contracts with excluded individuals or entities to provide items or Covered Services. Subcontractor and Provider can search the HHS-OIG website, at no cost, by the names of any individuals or entities through the following databases: LEIE at http://www.oig.hhs.gov/fraud/exclusions.asp.; the Health Integrity and Protection Data Bank (HIPDB) http://www.npdb-hipdb.hrsa.gov/index.html and the Excluded Parties List Serve (EPLS) http://www.epls.gov. United will exclude from its network any provider who has been excluded from the Medicare or Medicaid program in any state.

4.12 Cultural Competency. Subcontractor shall, and shall require Providers to deliver services in a culturally competent manner to all Covered Persons, including those with limited English proficiency and diverse cultural and ethnic backgrounds, disabilities, and regardless of gender, sexual orientation or gender identity, and provide for cultural competency and linguistic needs, including the member's prevalent language(s) and sign language interpreters in accordance with 42 § CFR 438.206(c)(2). Subcontractor shall and shall require Providers to ensure that effective, equitable, understandable, and respectful quality care and services that are responsive to diverse cultural health beliefs and practices, preferred languages, health literacy, and other communication needs are provided. In accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) (2001, as amended) and its implementing regulation at 45 C.F.R. Part 80 (2001, as amended), Subcontractor shall, and shall require Provider to take adequate steps to ensure that persons with limited English skills receive free of charge the language assistance necessary to afford them meaningful and equal access to the benefits and services provided under the Agreement.

4.13 Marketing Materials. As required under State or federal law or the State Contract, any marketing materials developed and/or distributed by Subcontractor and/or Provider as related to the State Program and performance of the Agreement must be submitted to United to submit to the Department for prior approval. In addition, Subcontractor shall, and shall require Provider to comply with the State Contract's requirements related to marketing communications.

4.14 Fraud, Abuse, and Waste Prevention. Subcontractor shall, and shall require Provider to cooperate fully with United's policies and procedures designed to protect program integrity and prevent and detect potential or suspected fraud, abuse and waste in the administration and delivery of services under the State Contract. Subcontractor shall, and shall also require Provider to cooperate with and assist LDH and any other State or federal agency charged with the duty of preventing, identifying, investigating, sanctioning or prosecuting suspected fraud, abuse or waste in state and/or federal health care programs. This shall include reporting to United any cases of suspected Medicaid fraud or abuse by Covered Persons, other providers in United's network,

employees, Subcontractors, or subcontractors of Provider. Subcontractor shall, and shall require Provider to report such suspected fraud or abuse to United in writing as soon as practical after discovering suspected incidents.

In accordance with United's policies and the Deficit Reduction Act of 2005 (DRA)
Subcontractor shall, and shall require Provider to have written policies for its employees, contractors or agents that: (a) provide detailed information about the federal False Claims Act (established under sections 3729 through 3733 of title 31, United States Code); (b) cite administrative remedies for false claims and statements (established under chapter 38 of title 31, United States Code) and whistleblower protections under federal and state laws; (c) reference state laws pertaining to civil or criminal penalties for false claims and statements; and (d) with respect to the role of such laws in preventing and detecting fraud, waste, and abuse in federal health care programs (as defined in section 1128B(f)), include as part of such written policies, detailed provisions regarding Subcontractor's and/or Provider's policies and procedures for detecting and preventing fraud, waste, and abuse. Subcontractor agrees, and shall require Provider to agree to train its staff on the aforesaid policies and procedures.

4.15 Outstanding Claim Information. In the event of termination of the Agreement, Subcontractor shall, and shall require Provider to promptly supply to United or its designee all information necessary for the reimbursement of any outstanding Medicaid claims.

4.16 Acknowledgement Regarding Funds. Subcontractor acknowledges and agrees, and shall require Provider to acknowledge and agree that funds paid to Subcontractor and/or Provider under the Agreement are derived from State and federal funds pursuant to the State Contract. Subcontractor further acknowledges and agrees, and shall require Provider to acknowledge and agree that acceptance of such funds acts as acceptance of the authority of the Louisiana Legislative Auditor, or any successor agency, to conduct an investigation in connection with those funds. Subcontractor agrees, and shall require Provider to agree to cooperate fully with the Louisiana Legislative Auditor or its successor conducting the audit or investigation, including providing all records requested.

4.17 Electronic Health Records. Subcontractor shall, and shall require Provider to participate in LDH's endeavor to move toward meaningful use of Electronic Health Records. An "Electronic Health Record" is a computer-based record containing health care information.

4.18 Quality Assessment/Utilization Management Review. Subcontractor shall, and shall require Provider to adhere to the State Program's Quality Assessment and Performance Improvement (QAPI) program requirements, as outlined in the State Contract and the Quality Companion Guide, which are incorporated herein by reference and shall be furnished to Subcontractor and/or Provider upon request. Subcontractor shall, and shall require Provider to cooperate with United's QAPI and utilization management (UM) programs, which adhere to all LDH QAPI and UM program requirements. Subcontractor agrees, and shall require Provider to agree to participate and cooperate in any internal or external quality assessment review, utilization management, or grievance procedures established by United and/or the Department or its designee, whether such review or procedures are announced or unannounced.

4.19 Insurance. Before commencing the provision of services under the Agreement, Subcontractor shall, and shall require Provider to obtain, and maintain throughout the term of the Agreement: (a) Workers' Compensation Insurance for all of Subcontractor's and Provider's employees that provide services under the Agreement; and (b) all necessary liability and malpractice insurance coverage as is necessary to adequately protect Covered Persons and United under the Agreement. Subcontractor shall, and shall require Provider to furnish United with written verification of the existence of such coverage prior to execution of the Agreement. LDH and United shall be exempt from and in no way liable for any sums of money that may represent a deductible in any insurance policy maintained by Subcontractor and Provider; the payment of such a deductible shall be the sole responsibility of Subcontractor and/or Provider.

4.20 Licensing Requirements. Subcontractor represents, and shall require that Provider represent that it is currently licensed and/or certified under applicable State and federal statutes and regulations and by the appropriate Louisiana licensing body or standard-setting agency, as applicable. Subcontractor represents, and shall require that Provider represent that it is in compliance with all applicable State and federal statutory and regulatory requirements of the Medicaid program and that it is eligible to participate in the Medicaid program. Subcontractor represents, and shall require Provider to represent that it does not have a Medicaid provider agreement with the Department that is terminated, suspended, denied, or not renewed as a result of any action of the Department, CMS, HHS, or the Medicaid Fraud Control Unit of the Office of the Louisiana Attorney General. Subcontractor shall, and shall require Provider to maintain at all times throughout the term of the Agreement all necessary licenses, certifications, registrations and permits as are required to provide the health care services and/or other related activities delegated to Subcontractor and Provider by United under the Agreement. If at any time during the term of the Agreement, Subcontractor and/or Provider are not properly licensed as described in this Section, Subcontractor shall, and shall require Provider to discontinue providing services to Covered Persons. Claims for services performed during any period of noncompliance with these license requirements will be denied.

4.21 Ownership and Control Information. Subcontractor shall, and shall require Provider to comply with and submit to United disclosure of information in accordance with the requirements specified in 42 CFR Part 455, Subpart B (42 CFR §§ 455.100 – 106), as may be amended from time to time.

4.22 Subcontracts; Assignment. Subcontractor shall not, and shall ensure Provider does not enter into any subsequent agreements or subcontracts for any of the work or services contemplated under the Agreement, nor assign any of its duties or responsibilities under the Agreement, without the prior written consent of United.

4.23 Term; Service Standards. All services provided under the Agreement must be in accordance with the Louisiana Medicaid State Plan. Subcontractor and Provider shall provide such services to Covered Persons through the last day of the month that the Agreement is in effect. Subcontractor acknowledges and agrees, and shall require Provider to acknowledge and agree that all final Medicaid benefit determinations are within the sole and exclusive authority of the Department or its designee.

4.24 Refusal Not Permitted. Subcontractor may not, and shall ensure Provider does not refuse to provide Medically Necessary or core preventative benefits and services specified under the State Contract to Covered Persons for non-medical reasons (except those services allowable under federal law for religious or moral objections). Notwithstanding this Section, Subcontractor and Provider shall not be required to accept or continue treatment of a Covered Person with whom Subcontractor and Provider feel Subcontractor and Provider cannot establish and/or maintain a professional relationship.

4.25 Data and Reports. Subcontractor shall, and shall ensure Provider submits to United all reports and clinical information which United or LDH may require for reporting purposes pursuant to the State Contract, including but not limited to encounter data, HEDIS, AHRQ and EPSDT data and reports, where applicable. Provider shall utilize LDH's Louisiana Immunization Network for Kids Statewide (LINKS) web-based immunization reporting system for the reporting of all adult and child vaccinations. As applicable, if United has entered into alternative reimbursement arrangements with Subcontractor and/or Provider (with prior approval by the Department), Subcontractor and Provider are required to submit all encounter data to the same standards of completeness and accuracy as required for proper adjudication of fee-for-service claims by United. NOTE: United is not allowed to enter into alternative reimbursement arrangements with FQHCs or RHCs.

4.26 Payment Submission. Subcontractor will, and will require Provider to promptly submit complete and accurate claims information required for payment and/or LDH-required reports. Subcontractor shall, and shall require Provider to submit claims for payment in accordance with the time frames specified in the Agreement, but in all cases no later than 365 days from the date of service.

If Provider discovers an error or a conflict with a previously adjudicated encounter claim, Subcontractor and/or Health Plan shall be required to adjust or void the encounter claim within fourteen (14) calendar days of notification by LDH or if circumstances exist that prevent Subcontractor and/or Health Plan from meeting this time frame a specified date shall be approved by LDH.

When Subcontractor has entered into an alternative reimbursement arrangement with Provider, all encounter data must comply with the same standards of completeness and accuracy as required for proper adjudication of claims by the Subcontractor.

4.27 Notice of Adverse Actions. Subcontractor shall, and shall require Provider to give United immediate notification in writing by certified mail of any litigation, investigation, complaint, claim or transaction that may reasonably be considered to have a material impact on Subcontractor's or Provider's ability to perform its obligations under the Agreement.

4.28 State Custody. Subcontractor is not permitted, and shall ensure Provider does not encourage or suggest, in any way, that Covered Persons be placed in State custody in order to receive medical or specialized behavioral health services covered by LDH.

4.29 Services. Subcontractor shall, and shall require Provider to perform those services set forth in the Agreement. Subcontractor represents, and shall require Provider to represent that the

services to be provided by Subcontractor and/or Provider pursuant to the Agreement are within the scope of Subcontractor's and/or Provider's practice.

4.30 Conflict of Interest. Subcontractor represents and covenants, and shall require Provider to represent and covenant that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services under the Agreement. Subcontractor further convents, and shall require that Provider covenants that, in the performance of the Agreement, it shall not employ any person having any such known interests.

4.31 Appeals and Grievances. Subcontractor shall, and shall require Provider to comply with United's process for Covered Person appeals and grievances, including emergency appeals, as set forth in the provider manual. This shall include but not be limited to the following:

(a) Assisting a Covered Person by providing appeal forms and contact information, including the appropriate address, telephone number and/or fax number for submitting appeals for United and/or State level review; and

(b) Displaying notices in public areas of Subcontractor's and/or Provider's facility(ies) of a Covered Person's right to appeal adverse actions affecting Covered Services in accordance with LDH's rules and regulations, subsequent amendments, and any and all consent decrees and court orders. United shall ensure that Subcontractor and/or Provider have correct and adequate supply of such public notices.

4.32 Penalties; Sanctions. Subcontractor acknowledges and agrees, and shall require Provider to acknowledge and agree that LDH has the right to direct United to impose financial consequences against Subcontractor and/or Provider, as appropriate, for Subcontractor's or Provider's failure to comply with contractual and/or credentialing requirements, including but not limited to failure or refusal to respond to United's request for information, including credentialing information, or a request to provide medical records.

4.33 Primary Care Provider ("PCP") Linkages. If Provider is a PCP, Subcontractor shall require Provider to stipulate by signing an agreement that Provider's total number of Medicaid/CHIP members for the State Program will not exceed 2,500 lives per full-time physician or 1,000 lives per mid-level practitioner or physician extender up to a cap of 2,500 lives. Prior to executing an Agreement, Subcontractor, Provider and United shall specify the number of linkages United may link to Provider.

4.34 Birth Registration. As applicable, Subcontractor shall ensure Provider registers all births through LEERS (Louisiana Electronic Event Registration System) administered by the LDH/Vital Records Registry. Hospital Providers must notify United and LDH of the birth of a newborn when the mother is a member of United, complete the web-based LDH Request for Medicaid ID Number, including indicating that the mother is a member of United, and submit the form electronically to LDH.

4.35 Laboratory Services. If Provider performs laboratory services, Subcontractor shall ensure Provider meets all applicable State and federal requirements, including but not limited to 42 CFR

Sections 493.1 and 493.3, as may be amended from time to time. As applicable, if Provider performs any laboratory tests on human specimens for the purpose of diagnosis and/or treatment, Subcontractor shall require that Provider agrees to acquire and maintain the appropriate CLIA certification or waiver for the type of laboratory testing performed. Subcontractor shall further ensure Provider provides a copy of the certification if requested by United. A State authorized license or permit that meets the CLIA requirements may be substituted for the CLIA certificate pursuant to State law. Medicare and Medicaid programs require the applicable CLIA certification or waiver for the type of services performed as a condition of payment. Provider must include the appropriate CLIA certificate or waiver number on claims submitted for payment for laboratory services.

4.36 Compliance with Medicaid Laws and Regulations. Subcontractor agrees, and shall ensure Provider agrees to abide by the Medicaid laws, regulations and program instructions to the extent applicable to Subcontractor and Provider in Subcontractor's and/or Provider's performance of the Agreement. Subcontractor understands, and shall ensure Provider understands that payment of a claim by United or the State is conditioned upon the claim and the underlying transaction complying with such laws, regulations, and program instructions (including, but not limited to, federal requirements on fraud, waste and abuse, disclosure, debarment and exclusion screening), and is conditioned on the Subcontractor's and/or Provider's compliance with all applicable conditions of participation in Medicaid. Subcontractor understands and shall ensure Provider understands and agrees that each claim the Subcontractor and/or Provider submits to United constitutes a certification that the Subcontractor and/or Provider has complied with all applicable Medicaid laws, regulations and program instructions in connection with such claims and the services provided therein. Subcontractor's and/or Provider's payment of a claim may be temporarily suspended if the State or United provides notice that a credible allegation of fraud exists and there is a pending investigation.

4.37 Immediate Transfer. Subcontractor shall ensure Provider cooperates with United in the event an immediate transfer to another primary care physician or Medicaid managed care contractor is warranted if the Covered Person's health or safety is in jeopardy, as may be required under law.

4.38 Transition of Covered Persons. In the event of transitioning Covered Persons from other Medicaid managed care contractors and their provider, Subcontractor shall, and shall require Provider to work with United to ensure quality-driven health outcomes for such Covered Persons to the extent required by the State Contract or otherwise required by law.

4.39 Continuity of Care. Subcontractor shall, and shall ensure Provider cooperates with United and provide Covered Persons with continuity of treatment, including coordination of care to the extent required under law and according to the terms of the Agreement, in the event Subcontractor's and/or Provider's participation with United terminates during the course of a Covered Person's treatment by Subcontractor and/or Provider, except in the case of adverse reasons on the part of Subcontractor and/or Provider.

4.40 Advance Directives. Subcontractor shall, and shall ensure Provider complies with the advance directives requirements for hospitals, nursing facilities, providers of home and health

care and personal care services, hospices, and HMOs as specified in 42 CFR Part 49, subpart I, and 42 CFR § 417.436(d).

4.41 National Provider ID (NPI). If applicable, Subcontractor shall, and shall require Provider to obtain a National Provider Identification Number (NPI).

4.42 Non-Discrimination. In performance of obligations under the Agreement and in employment practices, Provider shall not exclude, deny benefits or otherwise subject to discrimination, any persons on the grounds of handicap, and/or disability, age, race, color, religion, sex, national origin, or any other classifications protected under federal or state laws. In addition, Provider shall upon request show proof of such nondiscrimination compliance and shall post notices of nondiscrimination in conspicuous places available to all employees and applicants.

4.43 Homeland Security Considerations. In accordance with the State Contract, Provider shall perform all obligations under the Agreement within the boundaries of the United States. In addition, Provider will not hire any individual to perform any services under the Agreement if that individual is required to have a work visa approved by the U.S. Department of Homeland Security and such individual has not met this requirement.

4.44 Healthcare Oversight Agency Compliance. Subcontractor shall, and shall require Providers to comply, within a reasonable time, with any information, records or data request from any healthcare oversight agency, including the Louisiana Office of the Attorney General, Medicaid Fraud Control Unit (MFCU), related to any services provided under Louisiana's Medical Assistance Programs. This requirement shall be inclusive of contracts or subcontracts with entities that manage or coordinate certain benefits for Medicaid beneficiaries on behalf of United but do not directly provide the service to Medicaid beneficiaries. When requested by the MFCU the production of the information, records or data requested by the MFCU shall be done at no cost to the MFCU, and United, Subcontractor or Provider shall not require the MFCU to enter into any contract, agreement or memorandum of understanding to obtain the requested information, records or data. United, Subcontractor and/or Provider agree that the State Contract creates for the healthcare oversight agency an enforceable right for which the healthcare oversight agency can petition the court in the event of non-compliance with an information, records or data request.

SECTION 5
UNITED REQUIREMENTS

5.1 Termination, Revocation and Sanctions. In addition to its termination rights under the Agreement, United shall have the right to revoke any functions or activities United delegates to Subcontractor under the Agreement or impose other sanctions consistent with the State Contract if in United's reasonable judgment Subcontractor's performance under the Agreement is inadequate. United shall also have the right to suspend, deny, refuse to renew or terminate Subcontractor in accordance with the terms of the State Contract and applicable law and regulation.

SECTION 6

OTHER REQUIREMENTS

6.1 State Contract. All tasks performed under the Agreement shall be performed in accordance with the requirements of the State Contract, the applicable provisions of which are incorporated into the Agreement by reference. Nothing in the Agreement relieves United of its responsibility under the State Contract. If any requirement or provision of the Agreement or this Appendix is determined by LDH to conflict with the State Contract, the terms of the State Contract shall control and the terms of the Agreement or this Appendix in conflict with those of the State Contract shall be null and void. All other provisions of the Agreement and this Appendix shall remain in full force and effect.

6.2 Ongoing Monitoring. As required under the State Contract, United shall perform ongoing monitoring (announced or unannounced) of services rendered by Subcontractor under the Agreement and shall perform periodic formal reviews of Subcontractor according to a schedule established by the State, consistent with industry standards or State managed care organization laws and regulations or LDH requirements under the State Contract. As a result of such monitoring activities, United shall identify to Subcontractor any deficiencies or areas for improvement mandated under the State Contract and Subcontractor and United shall take appropriate corrective action. Subcontractor shall comply with any corrective action plan initiated by United and/or required by the Department. In addition, Subcontractor shall monitor and report the quality of services delivered under the Agreement and initiate a plan of correction where necessary to improve quality of care, in accordance with that level of care which is recognized as acceptable professional practice in the respective community in which United and Subcontractor practice and/or the performance standards established by LDH in the State Contract and LDH-issued guides.

6.3 Entire Agreement; Incorporation of Applicable Law; Modifications. The Agreement and its appendices, including this Appendix, contain all the terms and conditions agreed upon by the parties. The Agreement incorporates by reference all applicable federal and State laws or regulations and revisions of such laws or regulations shall automatically be incorporated into the Agreement as they become effective. In the event that revisions to any applicable federal or State law change the terms of the Agreement so as to materially affect either United or Subcontractor, the parties agree to negotiate such further amendments as may be necessary to correct any inequities. Except as otherwise provided herein or in the Agreement, no modification or change of any provision of the Agreement or this Appendix may be made unless such modification is incorporated and attached as a written amendment to the Agreement or Appendix and signed by United and Subcontractor. Additional procedures and criteria for any alteration, variation, modification, waiver, extension or early termination of the Agreement shall be as set forth in the Agreement.

6.4 Independent Contractor Relationship. Subcontractor expressly agrees that it is acting in an independent capacity in the performance of the Agreement and not as an officer or agent, express or implied, and/or employee of LDH or the State. Subcontractor further expressly agrees that neither the Agreement nor this Appendix shall be construed as a partnership or joint venture between Subcontractor and LDH or the State.

6.5 Utilization Management Compensation. In accordance with 42 CFR Part 438.210(e), the compensation paid to United or any individuals that conduct utilization management activities on behalf of United shall not be structured so as to provide incentives for the individual or United to deny, limit, or discontinue Medically Necessary services to any Covered Person.

6.6 Delegated Activities. Any activities delegated to Subcontractor by United shall be set forth in the Agreement or such other written delegation agreement or addendum between the parties. The Agreement or delegation agreement/addendum shall specify the activities and reporting responsibilities delegated to Subcontractor and provide for revoking delegation or imposing other sanctions if Subcontractor's performance is inadequate. Prior to delegating any activities to Subcontractor under the State Contract, United will evaluate Subcontractor's ability to perform such activities.

6.7 State Approval. United and Subcontractor acknowledge that LDH shall have the right to review and approve all subcontracts entered into for the provision of Covered Services under the State Contract. United will submit and obtain prior approval from LDH of all model subcontracts, including material modifications to previously approved subcontracts, for all care management providers. United and Subcontractor acknowledge and agree that, prior to execution, the Agreement is subject to the review and approval of LDH, as are any amendments or subsequent material modifications to the Agreement.

6.8 Dispute Resolution. Subcontractor and United agree to resolve any disputes that may arise between them in accordance with the terms of the Agreement. The parties agree that no dispute will disrupt or interfere with the provision of services to Covered Persons, including continuity of care should the Agreement be terminated.

6.9 Health Care-Acquired/Preventable Conditions. United and Subcontractor acknowledge and agree that United is prohibited from making payments to Subcontractor for the provision of medical assistance for health care-acquired conditions and other provider-preventable conditions as may be identified by LDH.

6.10 No Barriers to Access Covered Services. Neither United nor Subcontractor shall enter into any agreement that would implement barriers to access to Covered Services. United shall monitor Subcontractor's compliance with this requirement and will implement a corrective action plan within thirty (30) days if Subcontractor's compliance is determined to be inadequate. Failure to comply with this requirement will be considered a breach of the Agreement.

6.11 Payment. The method and amount of compensation paid to Subcontractor for performance of services under the Agreement and the name and address of the official payee to whom payment shall be made shall be as set forth in the Agreement. United and Subcontractor acknowledge and agree that the Agreement shall not contain terms for reimbursement at rates less than the published Medicaid fee-for-service rate in effect on the date of service unless a Subcontractor -initiated request has been submitted to and approved by LDH. United shall not propose to Subcontractor reimbursement rates that are less than the published Medicaid fee-for-service rate. United shall pay ninety percent (90%) of all clean claims of each provider type, within fifteen (15) business days of the date receipt. United shall pay ninety-nine (99%) of all clean claims of each provider type, within thirty (30) calendar days of the date of receipt. The

date of receipt is the date the United receives the claim, as indicated by its date stamp on the claim. The date of payment is the date of the check or other form of payment. United and Subcontractor may, by mutual agreement, establish an alternative payment schedule. Any alternative schedule must be stipulated in the Agreement. As applicable, United shall reimburse FQHCs/RHCs the PPS rate in effect on the date of service for each encounter. If a third party liability exists, payment of claims shall be determined in accordance with federal and/or State third party liability law and the terms of the State Contract. Unless United otherwise requests assistance from Subcontractor, United will be responsible for third party collections in accordance with the terms of the State Contract.

6.12 Provider Discrimination Prohibition. In accordance with 42 CFR 438.12 and 438.214(c), United shall not discriminate with respect to the participation, reimbursement or indemnification of a provider who is acting within the scope of such provider's license or certification under applicable State law, solely on the basis of such license or certification. Further, United shall not discriminate with respect to the participation, reimbursement or indemnification of any provider who serves high-risk Covered Persons or specializes in conditions requiring costly treatments. This provision shall not be construed as prohibiting United from limiting a provider's participation to the extent necessary to meet the needs of Covered Persons. This provision also is not intended and shall not interfere with measures established by United that are designed to maintain quality of care practice standards and control costs.

6.13 Provider-Covered Person Communication. United shall not prohibit or otherwise restrict Provider, when acting within the lawful scope of practice, from advising or advocating on behalf of a Covered Person who is Provider's patient for any the following:

(a) The Covered Person's health status, medical care, or treatment options for the Covered Person's condition or disease, including any alternative treatment that may be self-administered, regardless of whether benefits for such care or treatment are provided under the State Contract;

(b) Any information the Covered Person needs in order to decide among all relevant treatment options;

(c) The risks, benefits, and consequences of treatment or non-treatment; or

(d) The Covered Person'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.

6.14 No Restrictions on Other Contracts. Nothing in the Agreement or this Appendix shall be construed to prohibit or restrict Subcontractor from entering into a contract with another Health Plan or other managed care entity.

6.15 No Contracting with Exclusive Subcontractor. United shall not have a contract arrangement with any subcontractor provider in which the subcontractor represents or agrees that

it will not contract with another Health Plan or in which the United represents or agrees that United will not contract with another subcontractor.

6.16 No Suggestion of Exclusivity. United shall not advertise or otherwise hold itself out as having an exclusive relationship with any service subcontractor.