Facility Participation Agreement

This Agreement is entered into by and between UnitedHealthcare Insurance Company, contracting on behalf of itself, UnitedHealthcare of Texas, Inc., and the other entities that are United's Affiliates (collectively referred to as "United") and Mentis Neuro Houston LLC, Mentis Neuro San Antonio LLC, Mentis Neuro El Paso LLC, Mentis Austin LLC and Mentis Dripping Springs LLC ("Facility").

This Agreement is effective on the later of the following dates (the "Effective Date"):

i) _____ or

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

Through contracts with physicians and other providers of health care services, United maintains one or more networks of providers that are available to Customers. Facility is a provider of health care services.

United wishes to arrange to make Facility's services available to Customers. Facility wishes to provide those services, under the terms and conditions set forth in this Agreement.

The parties therefore enter into this Agreement.

Article I.
Definitions

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

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

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

1.3 **Customary Charge** is the fee for health care services charged by Facility that does not exceed the fee Facility would ordinarily charge another person regardless of whether the person is a Customer.

1.4 **Customer** is a person eligible and enrolled to receive coverage from a Payer for Covered Services.

1.5 **Payment Policies** are the guidelines adopted by United for calculating payment of claims to facilities (including claims of Facility under this Agreement). The Payment Policies operate in conjunction with the specific reimbursement rates and terms set forth in the Payment Appendix or Payment Appendices to this Agreement. The Payment Policies may change from time to time as discussed in section 5.1 of this Agreement.

1.6 **Payer** is an entity obligated to a Customer to provide reimbursement for Covered Services under the Customer's Benefit Plan, and authorized by United to access Facility's services under this Agreement.

What is a Payer?

Name Payers.

1.7 **Protocols** are the programs and administrative procedures adopted by United or a Payer to be followed by Facility in providing services and doing business with United and Payers under this Agreement. These Protocols may include, among other things, credentialing and recredentialing processes, utilization management and care management processes, quality improvement, peer review, Customer grievance, or concurrent review. The Protocols may change from time to time as discussed in section 4.4 of this Agreement. Facility will be notified in writing of any such changes.

1.8 **United's Affiliates** are those entities controlling, controlled by, or under common control with UnitedHealthcare Insurance Company.

Who are United's Affilates?

Article II.
Representations and Warranties

2.1 **Representations and warranties of Facility.** Facility, by virtue of its execution and delivery of this Agreement, represents and warrants as follows:

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

ii) Facility has all requisite corporate power and authority to conduct its business as presently conducted, and to execute, deliver and perform its obligations under this Agreement. The execution, delivery and performance of this Agreement by Facility have been duly and validly authorized by all action necessary under its organizational documents and applicable corporate law. This Agreement has been duly and validly executed and delivered by Facility and (assuming the due authorization, execution and delivery of this Agreement by United) constitutes a valid and binding obligation of Facility, enforceable against Facility in accordance with its terms, except as enforceability may be limited by the availability of equitable remedies or defenses and by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally.

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

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

v) Facility has been given an opportunity to review the Protocols and Payment Policies. See the Additional Manuals Appendix for additional information regarding the Protocols and Payment Policies applicable to Customers enrolled in certain Benefit Plans.

vi) Each submission of a claim by Facility pursuant to this Agreement constitutes the representation and warranty by it to United that (a) it has complied with the requirements of this Agreement with respect to the Covered Services involved and the submission of the claim, (b) the charge amount set forth on the claim is the Customary Charge and (c)

the claim is a valid claim.

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

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

ii) United has all requisite corporate power and authority to conduct its business as presently conducted, and to execute, deliver and perform its obligations under this Agreement. The execution, delivery and performance of this Agreement by United have been duly and validly authorized by all action necessary under its organizational documents and applicable corporate law. This Agreement has been duly and validly executed and delivered by United and (assuming the due authorization, execution and delivery of this Agreement by Facility) constitutes a valid and binding obligation of United, enforceable against United in accordance with its terms, except as enforceability may be limited by the availability of equitable remedies or defenses and by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally.

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

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

Article III.
Applicability of this Agreement

3.1 Facility's services.

i) This Agreement applies to Covered Services provided at Facility's service locations set forth in Appendix 1. If the service location is not listed in Appendix 1, this section 3.1 and this Agreement should nevertheless be understood as applying to the actual service locations that existed when this Agreement was executed, rather than to a billing address, post office box, or any other address set forth in Appendix 1.

In the event Facility begins providing services at other service locations, or under other Taxpayer Identification Number(s), those additional Taxpayer Identification Numbers, or locations will become subject to this Agreement only upon the written agreement of the parties. This subsection 3.1(i) applies to cases when Facility adds the location itself (such as through new construction or through conversion of a free-standing location to provider-based), and when Facility acquires, merges or comes under common ownership with an existing provider that was not already under contract with United or one of United's Affiliates to participate in a network of health care providers).

ii) In the event Facility acquires or is acquired by, merges with, or otherwise becomes affiliated with another provider of health care services that is already under contract with United or one of United's Affiliates to participate in a network of health care providers, this Agreement and the other agreement will each remain in effect and will continue to apply as they did prior to the acquisition, merger or affiliation, unless otherwise agreed to in writing by all parties to the agreements. Similarly, if Facility buys assets of, or leases space from, a facility that was under contract directly with United or one of United's Affiliates to participate in a network of health care providers at the time of the asset purchase or leasing arrangement, and Facility operates a new facility at that location but does not assume the United contract held by the prior operator, the new facility will participate in United's network on the same rates and other key terms (including term and termination) as applied under the prior operator's contract.

Please note; addresses acquisitions.

iii) Facility may transfer all or some of its assets to another entity, with the result that all or some of the Covered Services subject to this Agreement will be rendered by the other entity rather than by Facility, but only if Facility requests that United approve the assignment of this Agreement as it relates to those Covered Services and only if the other entity agrees to assume this Agreement. This subsection 3.1(iii) does not limit United's right under section 9.4 of this Agreement to elect whether to approve the assignment of this Agreement. This subsection 3.1(iii) applies to arrangements under which another provider leases space from Facility, or enters into a subcontract with Facility to perform facility services, after the Effective Date of this Agreement, so that Covered Services that were subject to this Agreement as of the Effective Date of this Agreement are rendered and billed instead by the other provider rather than by Facility after the lease or subcontract takes place.

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

Section 8.3 of this Agreement will apply to Covered Services provided to Customers covered by Benefit Plans that are added to the list in Appendix 2 of Benefit Plans excluded from this Agreement as described above.

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

3.4 Health care. This Agreement and Customer Benefit Plans do not dictate the health care provided by Facility, or govern Facility's determination of what care to provide its patients, even if those patients are Customers. The decision regarding what care is to be provided remains with Facility and with Customers and their physicians, and not with United or any Payer.

3.5 Communication with Customers. Nothing in this Agreement is intended to limit Facility's right or ability to communicate fully with a Customer and the Customer's physician regarding the Customer's health condition and treatment options. Facility is free to discuss all treatment options without regard to whether or not a given option is a Covered Service. Facility is free to discuss with a Customer any financial incentives Facility may have under this Agreement, including describing at a general level the payment methodologies contained in this Agreement. Facility may also assist a Customer in estimating the cost of a given Covered Service.

Article IV.
Duties of Facility

4.1 Provide Covered Services. Facility will provide Covered Services to Customers. Facility must be in compliance with section 2.1(iv) of this Agreement and, to the extent Facility is subject to credentialing by United, Facility must be credentialed by United or its delegate prior to furnishing any Covered Services to Customers under this Agreement.

4.2 Nondiscrimination. Facility will not discriminate against any patient, with regard to quality of service or accessibility of services, on the basis that the patient is a Customer.

4.3 Accessibility. Facility will be open 24 hours a day, seven days a week.

4.4 Cooperation with Protocols. Facility will cooperate with and be bound by United's and Payers' attached Protocols. The Protocols include but are not limited to all of the following:

i) For non-emergency Covered Services, Facility will assist Customers to maximize their benefits by referring or directing Customers only to other providers that participate in United's network, except as authorized by United through United's process for approving out-of-network services for in-network benefits.

Have we reviewed the protocols?

Can we ad do we want to follow them?

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

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

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

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

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

d) allow independent legal counsel (mutually agreeable to all relevant parties) to review Facility's agreement with the Facility-based physician group to ensure

Facility is fully invoking all the relevant terms and conditions of that agreement to require or promote Facility-based physician group's participation status with United.

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

iii) As further described in the Protocols, Facility will provide notification and participate in utilization management programs regarding certain Covered Services, accept and return telephone calls from United staff, and respond to United requests for clinical information as required by United or Payer.

The Protocols will be made available to Facility online or upon request. Some or all Protocols also may be disseminated in the form of an administrative manual or guide or in other communications. Currently, the Protocols may be found at www.unitedhealthcareonline.com. United will notify Facility of any changes in the location of the Protocols.

in writing

United may change the Protocols from time to time. United will use reasonable commercial efforts to inform Facility at least 30 days in advance of any material changes to the Protocols. United may implement changes in the Protocols without Facility's consent if the change is applicable to all or substantially all facilities of the same type and in the same state as Facility (as used in this sentence, examples of a type of facility are an inpatient hospital, SNF, rehab hospital, or ambulatory surgery center). Otherwise, changes to the Protocols proposed by United to be applicable to Facility are subject to the terms of section 9.2 of this Agreement applicable to amendments.

4.5 Employees and subcontractors. Facility will assure that its employees, affiliates and any individuals or entities subcontracted by Facility to render services in connection with this Agreement adhere to the requirements of this Agreement. The use of employees, affiliates or subcontractors to render services in connection with this Agreement will not limit Facility's obligations and accountability under this Agreement with regard to these services. Facility affiliates are those entities that control, are controlled by or are under common control with Facility.

4.6 Licensure. Facility will maintain, without material restriction, such licensure, registration, and permits as are necessary to enable Facility to lawfully perform this Agreement.

4.7 Liability insurance. Facility will procure and maintain liability insurance. Except to the extent coverage is a state mandated placement, Facility's coverage must be placed with responsible, financially sound insurance carriers authorized or approved to write coverage in the state in which the Covered Services are provided. Facility's liability insurance must be, at a minimum, of the types and in the amounts set forth below. Facility's medical malpractice insurance must be either occurrence or claims made with an extended period reporting option. Prior to the Effective Date of this Agreement and within 10 days of each policy renewal thereafter, Facility will submit to United in writing evidence of insurance coverage.

TYPE OF INSURANCE	MINIMUM LIMITS
Medical malpractice and/or professional liability insurance	Five Million Dollars ($5,000,000.00) per occurrence and aggregate

Commercial general and/or umbrella liability insurance	Five Million Dollars ($5,000,000.00) per occurrence and aggregate

In lieu of purchasing the insurance coverage required in this section, Facility may, with the prior written approval of United, self-insure its medical malpractice and/or professional liability, as well as its commercial general liability. Facility will maintain a separate reserve for its self-insurance. Prior to the Effective Date, Facility will provide a statement, verified by an independent auditor or actuary, that its reserve funding levels and process of funding appears adequate to meet the requirements of this section and fairly represents the financial condition of the fund. Facility will provide a similar statement during the term of this Agreement upon United's request, which will be made no more frequently than annually. Facility will assure that its self-insurance fund will comply with applicable laws and regulations.

4.8 Notice by Facility. Facility will give notice to United within 10 days after any event that causes Facility to be out of compliance with section 4.6 or 4.7 of this Agreement, or of any change in Facility's name, ownership, control, or Taxpayer Identification Number.

4.9 Customer consent to release of medical record information. Facility will obtain any Customer consent required in order to authorize Facility to provide access to requested information or records as contemplated in section 4.10 of this Agreement, including copies of the Facility's medical records relating to the care provided to Customer.

4.10 Maintenance of and access to records. Facility will maintain medical, financial and administrative records related to Covered Services rendered by Facility under this Agreement, including claims records, for at least 6 years following the end of the calendar year during which the Covered Services are provided, unless a longer retention period is required by applicable law.

Facility will provide access to these records as follows:

i) to United or its designees, in connection with United's utilization management, quality assurance and improvement and for claims payment, health care operations and other administrative obligations, including reviewing Facility's compliance with the terms and provisions of this Agreement and appropriate billing practice. Facility will provide access during ordinary business hours within fourteen days after a request is made, except in cases of a United billing audit involving an allegation of fraud or abuse or the health and safety of a Customer (in which case, access must be given within 48 hours after the request) or of an expedited Customer appeal or grievance (in which case, access will be given so as to enable United to reasonably meet the timelines for determining the appeal or grievance). If records are requested to adjudicate a claim or to make a decision regarding a request for correction under 6.10, or regarding an appeal, Facility will provide copies of the requested records within fourteen days after the request is made; and

ii) to agencies of the government, in accordance with applicable law, to the extent that access is necessary to comply with regulatory requirements applicable to Facility, United, or Payers.

Facility will cooperate with United on a timely basis in connection with any such record request including, among other things, in the scheduling of and participation in an interview to review findings, within 30 days after United's request.

If such information and records are requested by United, Facility will provide copies of the records free of charge.

4.11 Access to data. Facility represents that in conducting its operations, it collects and reviews certain quality data relating to care rendered by Facility that is reported in a manner which has been validated by a third party as having a clear, evidence-based link to quality or safety (e.g., AHRQ standards) or which has been created by employer coalitions as proxies for quality (e.g., Leapfrog standards).

United recognizes that Facility has the sole discretion to select the metrics which it will track from time to time and that Facility's primary goal in so tracking is to advance the quality of patient care. If the information that Facility chooses to report on is available in the public domain in a format that includes all data elements required by United, United will obtain quality information directly from the source to which Facility reported. If the Facility does not report metrics in the public domain, on a quarterly basis, Facility will share these metrics with United as tracked against a database of all discharged, commercial patients (including patients who are not United customers). United may publish this data to entities to which United renders services or seeks to render services, and to Customers. Notwithstanding the foregoing, Facility agrees that it will participate in The Leapfrog Group's annual patient safety survey if Facility is among the hospitals Leapfrog seeks to survey.

4.12 Compliance with law. Facility will comply with applicable regulatory requirements, including but not limited to those relating to confidentiality of Customer medical information.

4.13 Electronic connectivity. When made available by United, Facility will do business with United electronically. Facility will use www.unitedhealthcareonline.com to check eligibility status, claims status, and submit requests for claims adjustment for products supported by UnitedHealthcare Online® or other online resources as supported for additional products. Facility will use www.unitedhealthcareonline.com for additional functionalities (for instance, notification of admission) after United informs Facility that these functionalities have become available for the applicable Customer.

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

4.15 Never events. In the event a "never event" occurs in connection with Facility rendering services to a Customer, Facility will take the then current steps recommended by the Leapfrog Group. At present, these steps are set forth in the Leapfrog Group's "Position Statement on Never Events" (http://www.leapfroggroup.org) and are as follows:

i) Apologize to the patient and/or family affected by the never event;

ii) Report the event to United and to at least one of the following agencies: The Joint Commission, as part of its Sentinel Events policy; state reporting program for medical errors; or a Patient Safety Organization (e.g. Maryland Patient Safety Center);

iii) Perform a root cause analysis, consistent with instructions from the chosen reporting agency; and

iv) Waive all costs directly related to the event. In order to waive such costs, Facility will not submit a claim for such costs to United or Payer (except as required by an applicable Payment Policy) and will not seek or accept payment for such costs from the Customer or anyone acting on behalf of the Customer.

For purposes of this section 4.15, a "never event" is an event included in the list of "serious reportable events" published by the National Quality Forum (NQF), as the list may be updated from time to time by the NQF and adopted by Leapfrog.

This section details what we agree to do in the contract. Can and do we want to c
indicates?

5.1 Payment of claims. As described in further detail in Article VI of this Agreement, Payers will pay Facility for rendering Covered Services to Customers. United will make its Payment Policies available to Facility online or upon request. United may change its Payment Policies from time to time, and will make information available describing the change.

Please provide in writing- consider this our request.

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

5.3 Licensure. United will maintain, without material restriction, such licensure, registration, and permits as are necessary to enable United to lawfully perform this Agreement.

5.4 Notice by United. United will give written notice to Facility within 10 days after any event that causes United to be out of compliance with section 5.2 or 5.3 of this Agreement, or of any change in United's name, ownership, control, or Taxpayer Identification Number. This section does not apply to changes of ownership or control that result in United being owned or controlled by an entity with which it was already affiliated prior to the change.

5.5 Compliance with law. United will comply with applicable regulatory requirements, including but not limited to those relating to confidentiality of Customer medical information and those relating to prompt payment of claims, to the extent those requirements are applicable.

5.6 Electronic connectivity. United will do business with Facility electronically by providing eligibility status, claims status, and accepting requests for claim adjustments, for those Benefit Plans supported by www.unitedhealthcareonline.com. United will communicate enhancements in www.unitedhealthcareonline.com functionality as they become available, as described in section 4.13 of this Agreement, and will make information available as to which Benefit Plans are supported by www.unitedhealthcareonline.com. and will notify Facility in writing.

5.7 Employees and subcontractors. United will assure that its employees, affiliates and any individuals or entities subcontracted by United to render services in connection with this Agreement adhere to the requirements of this Agreement. The use of employees, affiliates or

subcontractors to render services in connection with this Agreement will not limit United's obligations and accountability under this Agreement with regard to those services.

Article VI.
Submission, Processing, and Payment of Claims

6.1 **Form and content of claims.** Facility must submit claims for Covered Services as described in the Protocols, using current, correct and applicable coding.

6.2 **Electronic filing of claims.** Within six months after the Effective Date of this Agreement, Facility will use electronic submission for all of its claims under this Agreement that United is able to accept electronically.

6.3 **Time to file claims.** Unless a longer timeframe is required under applicable law, all information necessary to process a claim must be received by United no more than 90 days from the date of discharge or from the date outpatient Covered Services are rendered. If Payer is not the primary payer, and Facility is pursuing payment from the primary payer, the timely filing limit will begin on the date Facility receives the claim response from the primary payer.

In the event United requests additional information in order to process a claim, Facility will provide that additional information within 90 days of United's request, unless a longer timeframe is required under applicable law.

6.4 **Payment of claims for Covered Services.** Payer will pay claims for Covered Services as further described in the applicable Payment Appendix to this Agreement and in accordance with Payment Policies. attached?

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Claims for Covered Services subject to coordination of benefits will be paid in accordance with the Customer's Benefit Plan and applicable state and federal law.

The obligation for payment under this Agreement is solely that of Payer, and not that of United unless United is the Payer.

6.5 **Denial of claims for not following Protocols, for not filing timely, for Services not Covered under the Customer's Benefit Plan, or for lack of medical necessity.**

Note: If any provision of this section 6.5 conflicts with any Additional Manual, as described in the Additional Manuals Appendix, the Additional Manual controls, with respect to those Payers and Benefit Plans covered by the Additional Manual. However, the Additional Manual does not control where it conflicts with applicable statutes or regulations.

If in the future United modifies the utilization management program applicable to certain of the Benefit Plans described in the paragraph above, so as to make that program consistent with the utilization management program that applies to the other Benefit Plans subject to this Agreement, United may cause this entire section 6.5 to apply to those Benefit Plans by giving 90 days written notice to Facility.

i) **Non-compliance with Protocol.** Payment may be denied in whole or in part if Facility does not comply with a Protocol or does not file a timely claim as required under section 6.3 of this Agreement.

In the event payment is denied under this subsection 6.5(i) for Facility's failure to comply with a Protocol regarding notification or regarding lack of coverage approval on file, Facility may request reconsideration of the denial, and the denial under this subsection (i) will be reversed if Facility can show:

a) the denial was incorrect because Facility complied with the Protocol; or
b) Facility's services were medically necessary (as "medically necessary" is defined in subsection (vii)); or
c) at the time the Protocols required notification or prior authorization, Facility did not know and was unable to reasonably determine that the patient was a Customer, Facility took reasonable steps to learn that the patient was a Customer, and Facility promptly submitted a claim after learning the patient was a Customer.

The grounds stated in clause (b) above are also a basis for reconsideration of a denial under subsection (iii), (iv) or (v) of this section 6.5.

The grounds stated in clause (c) above are also a basis for reconsideration of a denial for lack of timely claim filing under section 6.3 of this Agreement.

A claim denied under this subsection (i) is also subject to denial for other reasons permitted under the Agreement; reversal of a denial under this subsection (i) does not preclude United from upholding a denial for one of these other reasons.

_____

ii) **Non-Covered Services.** Services not covered under the applicable Benefit Plan are not subject to the rates or discounts of this Agreement. Facility may seek and collect payment from a Customer for such services (provided that Facility obtained the Customer's written consent), except as provided below in subsections 6.5(iv), (v) and (vi).

If a service is not a Covered Service because a discharge order has been written by a physician treating the Customer but the Customer has elected to remain an inpatient, Facility may seek and collect payment from the Customer for those non-Covered Services, but only if, (a) prior to receiving the service, the Customer had knowledge of the discharge order and the lack of coverage for additional inpatient service and specifically agreed in writing to be responsible for payment of those charges; or (b) Facility maintains a written record of the Customer's refusal to agree in writing to be responsible for those charges.

iii) **Denials for lack of medical necessity through the prior authorization process.** If a service would otherwise be a Covered Service, but is not a Covered Service under the applicable Benefit Plan because it is determined through the prior authorization process to not meet the Benefit Plan's requirement of medical necessity, as defined in the Benefit Plan or applicable law (or not meet a similar concept in the Benefit Plan, such as not being consistent with nationally recognized scientific evidence as available, or not being consistent with prevailing medical standards and clinical guidelines), Facility may seek or collect payment from the Customer but only if, prior to receiving the service, the

Customer had knowledge of the determination of non-coverage and specifically agreed in writing to be responsible for payment of those charges.

iv) **Clinical review of inpatient bed days.** If a determination is made after a Customer becomes an inpatient that certain services are not medically necessary (including cases in which a part of an admission is determined to be medically necessary and part of the same admission is determined not to be medically necessary), the claim with regard to services that are not medically necessary (including room, board, and other services for a given day) may be denied and Facility must not seek or collect payment from the Customer. Payment will be made in accordance with the applicable payment appendix for the part of the admission that is determined to be medically necessary, and Facility may collect from the Customer the applicable copayment, deductible or coinsurance for that part of the admission. A claim may also be denied in whole or in part under this subsection 6.5(iv) in cases in which services cannot be determined to be medically necessary due to omission of information or failure to respond to United's request for information; Facility may request reconsideration of such a denial on grounds of medical necessity.

United will not reduce payment under this subsection 6.5(iv) when the contract rate for the claim is not impacted by the length of stay, because the contract rate is determined by an MS-DRG or similar methodology and is not subject to an inpatient outlier provision.

No denials if pre-authorized after services are provided.

v) **Level of care determinations.** United may determine that the level of care provided for a given service was not medically necessary, because the service could more appropriately have been rendered at a lower level of care (for instance, observation or ambulatory surgery rather than inpatient, or medical/surgical rather than ICU or CCU). If Facility submits a claim for the level of care deemed not medically necessary, United may deny the claim, and Facility will not seek or collect payment from the Customer. A claim may also be denied in whole or in part under this subsection (v) in cases in which services cannot be determined to be medically necessary due to omission of information or failure to respond to United's request for information; Facility may request reconsideration of such a denial on grounds of medical necessity.

vi) **Delay in service.** If United determines that Facility did not execute a physician's written order in a timely manner and that, as a result, the Customer's inpatient stay was lengthened, United may deny the claims with regard to the bed day(s) at the end of the stay that would not have been needed were it not for the delay in service (including room, board and other services for the given day), and process the claim based on the contract rate that would apply without that day(s); Facility will not seek or collect payment from Customer in excess of the coinsurance, copayment or deductible associated with the claim as processed.

United will not reduce payment under this subsection 6.5(vi) when the contract rate for a claim is not impacted by the length of stay, because the contract rate is determined by an MS-DRG or similar methodology and is not subject to an inpatient outlier provision.

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vii) **Definition.** As used in subsection 6.5(iii), "medical necessity" or "medically necessary" will be defined in accordance with the applicable Benefit Plan and applicable law or regulatory requirements.

As used in subsections 6.5(i), (iv) and (v), "medical necessity" or "medically necessary" is defined as follows:

Medically Necessary - health care services provided for the purpose of preventing, evaluating, diagnosing or treating a sickness, injury, substance use disorder, condition, disease or its symptoms, that are all of the following as determined by United or its designee, within its sole discretion.

- In accordance with *Generally Accepted Standards of Medical Practice.*
- Clinically appropriate, in terms of type, frequency, extent, site and duration, and considered effective for the customer's sickness, injury, substance use disorder, disease or its symptoms.
- Not mainly for the Customer's convenience or that of the customer's physician or other health care provider.
- Not more costly than an alternative drug, service(s) or supply that is at least as likely to produce equivalent therapeutic or diagnostic results as to the diagnosis or treatment of the Customer's sickness, injury, disease or symptoms.

Generally Accepted Standards of Medical Practice are standards that are based on credible scientific evidence published in peer-reviewed medical literature generally recognized by the relevant medical community, relying primarily on controlled clinical trials, or, if not available, observational studies from more than one institution that suggest a causal relationship between the service or treatment and health outcomes.

If no credible scientific evidence is available, then standards that are based on physician specialty society recommendations or professional standards of care may be considered. United reserves the right to consult expert opinion in determining whether health care services are Medically Necessary. The decision to apply physician specialty society recommendations, the choice of expert and the determination of when to use any such expert opinion, shall be within United's sole discretion.

~~**6.6 Retroactive correction of information regarding whether patient is a Customer.** Prior to rendering services, Facility will ask the patient to present his or her Customer identification card. In addition, Facility may contact United to obtain the most current information available to United on the patient's status as a Customer.~~

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

~~If Facility provides health care services to an individual, and it is determined that the individual was not a Customer at the time the health care services were provided, those services will not be~~

This is an industry problem . I've rarely gotten anyone on the payer side to change this clause which is in most contracts. It is addressed in hopes that it will be fixed one day

No denials if pre-authorized and after services have been provided.

~~eligible for payment under this Agreement and any claims payments made with regard to those services may be recovered as overpayments under the process described in section 6.10 of this Agreement. Facility may then directly bill the individual, or other responsible party, for those services.~~

_____

6.7 Payment under this Agreement is payment in full. Payment as provided under section 6.4 of this Agreement, together with any co-payment, deductible or coinsurance for which the Customer is responsible under the Benefit Plan, is payment in full for a Covered Service. Facility will not seek to recover, and will not accept, any payment from Customer, United, Payer or anyone acting on their behalf, in excess of payment in full as provided in this section 6.7, regardless of whether that amount is less than Facility's billed charge or Customary Charge.

6.8 Customer hold harmless. Facility will not bill or collect payment from the Customer, or seek to impose a lien, for the difference between the amount paid under this Agreement and Facility's billed charge or Customary Charge, or for any amounts denied or not paid under this Agreement due to:

i) Facility's failure to comply with the Protocols,

ii) Facility's failure to file a timely claim,

iii) Payer's Payment Policies,

iv) inaccurate or incorrect claim processing,

v) insolvency or other failure by Payer to maintain its obligation to fund claims payments, if Payer is United, or is an entity required by applicable law to assure that its Customers not be billed in these circumstances, or

vi) a denial based on lack of medical necessity or based on consistency with nationally recognized scientific evidence as available, and prevailing medical standards and clinical guidelines, except as provided in section 6.5 of this Agreement.

This obligation to refrain from billing Customers applies even in those cases in which Facility believes that United or Payer has made an incorrect determination. In such cases, Facility may pursue remedies under this Agreement against United or Payer, as applicable, but must still hold the Customer harmless.

In the event of a default by a Payer other than those Payers covered by clause (v) of this section 6.8, Facility may seek payment directly from the Payer or from Customers covered by that Payer. However, Facility may do so only if it first inquires in writing to United as to whether the Payer has defaulted and, in the event that United confirms that Payer has defaulted (which confirmation will not be unreasonably withheld), Facility then gives United 15 days prior written notice of Facility's intent to seek payment from Payer or Customers. For purposes of this paragraph, a default is a systematic failure by a Payer to fund claims payments related to Customers covered through that Payer; a default does not occur in the case of a dispute as to whether certain claims should be paid or the amounts that should be paid for certain claims.

This section 6.8 and section 6.7 will survive the termination of this Agreement, with regard to Covered Services rendered prior to when the termination takes effect.

6.9 Consequences for failure to adhere to Customer protection requirements. If Facility collects payment from, brings a collection action against, or asserts a lien against a Customer for Covered Services rendered (other than for the applicable co-payment, deductible or coinsurance), contrary to section 6.7 or 6.8 of this Agreement, Facility will be in breach of this Agreement. This section 6.9 will apply regardless of whether Customer or anyone purporting to act on Customer's behalf has executed a waiver or other document of any kind purporting to allow Facility to collect such payment from Customer.

In the event of such a breach, Payer may deduct, from any amounts otherwise due Facility, the amount wrongfully collected from Customers, and may also deduct an amount equal to any costs or expenses incurred by the Customer, United or Payer in defending the Customer and otherwise enforcing sections 6.7 through 6.9 of this Agreement. Any amounts deducted by Payer in accordance with this provision will be used to reimburse the Customer and to satisfy any costs incurred. The remedy contained in this paragraph does not preclude United from invoking any other remedy for breach that may be available under this Agreement.

6.10 Correction of claims payments. If Facility does not seek correction of a given claim payment or denial by giving notice to United within 12 months after the claim was initially processed, it will have waived any right to subsequently seek such correction under this section 6.10, or through dispute resolution under Article VII of this Agreement or in any other forum.

Facility will repay overpayments within 30 days of written or electronic notice of the overpayment. Facility will promptly report any credit balance that it maintains with regard to any claim overpayment under this Agreement, and will return the overpayment to United within 30 days after posting it as a credit balance.

Recovery of overpayments may be accomplished by offsets against future payments.

Article VII.
Dispute Resolution

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

If the Dispute pertains to a matter which is generally administered by certain United procedures, such as a credentialing or quality improvement plan, the policies and procedures set forth in that plan must be fully exhausted by Facility before Facility may invoke any right to arbitration under this Article VII. For Disputes regarding payment of claims, a party must have timely initiated, and completed, the claim reconsideration and appeal process as set forth in the Administrative Guide in order to initiate the Dispute process.

If the parties are unable to resolve any such Dispute within 60 days following the date one party sent written notice of the Dispute to the other party, and if either party wishes to pursue the Dispute, it may do so only by submitting the Dispute to binding arbitration conducted by the American Arbitration Association ("AAA") in accordance with the AAA Healthcare Payor Provider Arbitration Rules, as they may be amended from time to time (see http://www.adr.org), except that, in any case involving a Dispute in which a party seeks an award of $1,000,000 or greater or seeks termination of this Agreement, a panel of three arbitrators will be used; a single arbitrator cannot award $1,000,000 or more or order that this

Agreement is terminated. Unless otherwise agreed to in writing by the parties, if the party wishing to pursue the Dispute does not initiate the arbitration within one year after the date on which written notice of the Dispute was given, or, for Disputes subject to the procedures or processes described in the previous paragraph, within one year after the completion of the applicable procedure or process, it will have waived its right to pursue the Dispute in any forum.

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

The parties expressly intend that any arbitration be conducted on an individual basis, so that no third parties may be consolidated or joined or allowed to proceed with a class arbitration. The parties agree that any arbitration ruling allowing class arbitration, or requiring consolidated arbitration involving any third party(ies), would require immediate judicial review. Notwithstanding anything in this Agreement to the contrary, this paragraph may not be severed from Article VII of the Agreement under any circumstances, including but not limited to unlawfulness, invalidity or unenforceability.

The decision of the arbitrator(s) on the points in dispute will be binding, and judgment on the award may be entered in any court having jurisdiction thereof. The parties acknowledge that because this Agreement affects interstate commerce the Federal Arbitration Act applies.

In the event any court determines that this arbitration procedure is not binding or otherwise allows litigation involving a Dispute to proceed, the parties hereby waive any and all right to trial by jury in, or with respect to, the litigation. The litigation would instead proceed with the judge as the finder of fact.

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

_____

This Article VII will survive any termination of this Agreement.

Article VIII.
Term and Termination

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

8.2 **Termination.** This Agreement may be terminated under any of the following circumstances:

i) by mutual written agreement of the parties;

ii) by either party, upon at least 180 days prior written notice, effective at the end of the initial term or effective at the end of any renewal term;

iii) by either party, upon 60 days prior written notice, in the event of a material breach of this Agreement by the other party; the notice must include a specific description of the

alleged material breach; however, the termination will not take effect if the breach is cured within 60 days after notice of the termination; moreover, termination may be deferred as further described in Article VII of this Agreement;

iv) by either party, upon 10 days prior written notice, in the event the other party loses licensure or other governmental authorization necessary to perform this Agreement, or fails to have insurance as required under section 4.7 or section 5.2 of this Agreement;

v) by United, upon 10 days prior written notice, in the event Facility loses accreditation; or

vi) by United, upon 90 days prior written notice, in the event:

a) Facility loses approval for participation under United's credentialing plan, or

b) Facility does not successfully complete the United's re-credentialing process as required by the credentialing plan.

8.3 Ongoing Services to certain Customers after termination takes effect. In the event a Customer is receiving any of the Covered Services listed below, as of the date the termination of this Agreement takes effect, Facility will continue to render those Covered Services to that Customer, and this Agreement will continue to apply to those Covered Services, after the termination takes effect, for the length of time indicated below:

Inpatient Covered Services	30 days or until discharge, whichever comes first
Pregnancy, Third Trimester – Low Risk	Through postpartum follow up visit
Pregnancy, First, Second or Third Trimester – Moderate Risk and High Risk	Through postpartum follow up visit
Non-Surgical Cancer Treatment	30 days or a complete cycle of radiation or chemotherapy, whichever is greater
End Stage Kidney Disease and Dialysis	30 days
Symptomatic AIDS undergoing active treatment	30 days
Circumstances where Payer is required by applicable law to provide transition coverage of services rendered by Facility after Facility leaves the provider network accessed by Payer.	As applicable

Article IX.
Miscellaneous Provisions

9.1 Entire Agreement. In order for this Agreement to be binding, a hard copy must be signed by both parties. This Agreement is the entire agreement between the parties with regard to its subject matter, and supersedes any prior written or unwritten agreements between the parties or their affiliates with regard to the same subject matter.

9.2 Amendment. This Agreement may only be amended in a writing signed by both parties, except that this Agreement may be unilaterally amended by United upon written notice to Facility in order to comply with applicable regulatory requirements. United will provide at least 30 days

notice of any such regulatory amendment, unless a shorter notice is necessary in order to accomplish regulatory compliance.

9.3 **Nonwaiver.** The waiver by either party of any breach of any provision of this Agreement is not a waiver of any subsequent breach of the same or any other provision.

9.4 **Assignment.** This Agreement may not be assigned by either party without the written consent of the other party, except that this Agreement may be assigned by United to any of United's Affiliates.

Additionally, if United transfers to a third party all of its business described in a given line item in Appendix 2, section 1, or other line of business, United may assign this Agreement, only as it relates to that transferred business, to that third party. Such an assignment will not impact the relationship of the parties under this Agreement with regard to the remainder of United's business.

9.5 **Relationship of the parties.** The sole relationship between the parties to this Agreement is that of independent contractors. This Agreement does not create a joint venture, partnership, agency, employment or other relationship between the parties.

9.6 **No third-party beneficiaries.** United and Facility are the only entities with rights and remedies under this Agreement.

9.7 **Calendar days.** Unless this Agreement specifically provides otherwise, all references in this Agreement to a period of days refers to calendar days.

9.8 **Notice procedures.** Any notice required to be given under this Agreement must be in writing, except in cases in which this Agreement specifically permits electronic notice, or as otherwise permitted or required in the Protocols. Acceptable forms of written notice include facsimile, first class mail, certified mail, or overnight delivery by a national, recognized delivery service. All notices of termination of this Agreement by either party must be sent by certified mail, return receipt requested, addressed to the appropriate party at the address set forth on the signature portion of this Agreement. Each party will provide the other with proper addresses, facsimile numbers and electronic mail addresses.

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

i) any proprietary business information, not available to the general public, obtained by the party from the other party;
ii) the specific reimbursement amounts provided for under this Agreement, except for purposes of administration of benefits, including informing Customers, Benefit Plan sponsors and/or referring providers about the cost of a particular Covered Service or set of Covered Services; or
iii) any customer list of the other party regardless of how such customer list was generated.

This section 9.9 does not preclude the disclosure of information by United to a third party as part of the process by which the third party is considering whether to purchase services from United.

At least 48 hours before either party issues a press release, advertisement, or other media

statement about the business relationship between the parties, that party will give the other party a copy of the material the party intends to issue.

9.10 Governing law. This Agreement will be governed by and construed in accordance with the laws of the state in which Facility renders Covered Services, and any other applicable law.

9.11 Regulatory appendices. One or more regulatory appendix may be attached to this Agreement, setting forth additional provisions included in this Agreement in order to satisfy regulatory requirements under applicable law. These regulatory appendices, and any attachments to them, are expressly incorporated into this Agreement and are binding on the parties to this Agreement. In the event of any inconsistent or contrary language between a regulatory appendix and any other part of this Agreement, including but not limited to appendices, amendments and exhibits, the regulatory appendix will control, to the extent it is applicable.

9.12 Severability. Except as otherwise set forth in this Agreement, any provision of this Agreement that is unlawful, invalid or unenforceable in any situation in any jurisdiction will not affect the validity or enforceability of the remaining provisions of this Agreement or the lawfulness, validity or enforceability of the offending provision in any other situation or jurisdiction.

9.13 Survival. Notwithstanding the termination of this Agreement, this Agreement will continue to apply to Covered Services rendered while this Agreement was in effect. Additionally, section 9.9 of this Agreement, (except for the last paragraph) will survive the termination of this Agreement.

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

Mentis Neuro Houston LLC, Mentis Neuro San Antonio LLC, Mentis Neuro El Paso LLC, Mentis Austin LLC and Mentis Dripping Springs LLC, as signed by its authorized representative:	*Address to be used for giving notice to Facility under this Agreement:*
Signature:	Street: 6565 West Loop South, Suite 410
Print Name: _____	City: Bellaire
Title: _____	State: TX Zip Code: 77401
Date: _____	Email: _____

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

Signature:
Print Name: _____
Title: Vice President, Network Management
Date: _____

Address to be used for giving notice to United under this Agreement Street: 1311 W. President George Bush Hwy, Suite 100 City: Richardson State: TX Zip Code: 75080
For office use only: Contract number: 1067291 Month, day and year in which Agreement is first effective: _____

Attachments as of the Effective Date:

X Appendix 1: Facility Location and Service Listings
X Appendix 2: Benefit Plan Descriptions
_____ Additional Manuals Appendix

Payment Appendices:

X All Payer Appendix(ices)

_____ _____
_____ _____
_____ _____
_____ _____
_____ _____
_____ _____
_____ Other:
_____
_____

Regulatory Appendices:

X State Regulatory Requirements Appendix (list all states as applicable)
TX
_____
_____
_____
_____ Medicare Advantage Regulatory Requirements Appendix
_____ Medicaid and/or CHIP Regulatory Requirements Appendix(ices)
_____
_____
_____
_____ Other:
X Data Services Appendix
_____
_____

Appendix 1
Facility Location and Service Listings

Mentis Neuro Houston LLC, Mentis Neuro San Antonio LLC, Mentis Neuro El Paso LLC, Mentis Austin LLC and Mentis Dripping Springs LLC

IMPORTANT NOTES: Facility acknowledges its obligation under section 4.8 to promptly report any change in Facility's name or Taxpayer Identification Number. Failure to do so may result in denial of claims or incorrect payment.

The location where Covered Services will be rendered ("Service Location") MUST be listed in this Appendix.

FACILITY LOCATION - List BOTH the Service Location and the Billing Address for the Service Location	
Service Location	**Billing Address for the Service Location**
Facility Name	**Facility Name**
Mentis Neuro Houston	Mentis Neuro Houston
Street Address	**Street Address**
9551 Fannin	9595 West Loop South, Suite 410
City	**City**
Houston	Bellaire
State and Zip Code	**State and Zip Code**
TX, 77045-4587	TX, 77401
Phone Number	**Phone Number**
713-236-8017	713-820-4215
TIN	
204619194	
National Provider ID (NPI)	
1174729347	

ADDITIONAL FACILITY LOCATIONS - List BOTH the Service Location and the Billing Address for the Service Location	
Service Location	**Billing Address for the Service Location**
Facility Name	**Facility Name**
Mentis El Paso	Mentis El Paso
Street Address	**Street Address**
4360 Doniphan Dr.	6565 West Loop South, Suite 410
City	**City**
El Paso	Bellaire
State and Zip Code	**State and Zip Code**
TX, 77992	TX, 77401
Phone Number	**Phone Number**
713-864-8996	713-820-4215
TIN	
208131800	
National Provider ID (NPI)	
1013112549	

ADDITIONAL FACILITY LOCATIONS - List BOTH the Service Location and the Billing Address for the Service Location	
Service Location	**Billing Address for the Service Location**
Facility Name	**Facility Name**
Mentis Neuro San Antonio	Mentis Neuro San Antonio
Street Address	**Street Address**
6849 Crestway Dr.	6565 West Loop South, Suite 410
City	**City**
San Antonio	Bellaire
State and Zip Code	**State and Zip Code**
TX, 78239-2321	TX, 77401
Phone Number	**Phone Number**
713-820-4213	713-820-4215
TIN	
800761628	
National Provider ID (NPI)	
1437428257	

Facility Name	**Facility Name**
Mentis Dripping Springs	Mentis Dripping Springs
Street Address	**Street Address**
400 Old Highway 290	6565 West Loop South, Suite 410
City	**City**
Dripping Springs	Bellaire
State and Zip Code	**State and Zip Code**
TX, 78620	TX, 77401
Phone Number	**Phone Number**
512-894-0901	713-820-4215
TIN	
510455232	
National Provider ID (NPI)	
1437165271	

ADDITIONAL FACILITY LOCATIONS - List BOTH the Service Location and the Billing Address for the Service Location	
Service Location	**Billing Address for the Service Location**
Facility Name	**Facility Name**
Mentis Austin	Mentis Austin
Street Address	**Street Address**
3215 Steck Avenue, Suite 200	6565 West Loop South, Suite 410
City	**City**
Austin	Bellaire
State and Zip Code	**State and Zip Code**
TX, 75757	TX, 77401
Phone Number	**Phone Number**
512-792-4081	713-820-4215
TIN	
510455232	
National Provider ID (NPI)	
1437165271	

Facility Name	**Facility Name**
_____	_____
Street Address	**Street Address**
_____	_____
City	**City**
_____	_____
State and Zip Code	**State and Zip Code**
_____	_____
Phone Number	**Phone Number**
_____	_____
TIN	
_____	
National Provider ID (NPI)	
_____	

Appendix 2
Benefit Plan Descriptions

Section 1. United may allow Payers to access Facility's services under this Agreement for the Benefit Plan types described in each line item below, unless otherwise specified in section 2 of this Appendix 2:

- Benefit Plans where Customers are offered a network of participating providers and must select a primary physician, who in some cases must approve any care provided by other health care providers. Such Benefit Plans may or may not include an out-of-network benefit.

- Benefit Plans where Customers are offered a network of participating providers but are not required to select a primary physician. Such Benefit Plans may or may not include an out-of-network benefit.

- Benefit Plans where Customers are not offered a network of participating providers from which they may receive Covered Services.

Please explain- what does this mean? Who is covered?

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

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_____

_____

Section 2. Notwithstanding the above section 1 of this Appendix 2, this Agreement will not apply to the Benefit Plan types described in the following line items:

_____

- Medicare Advantage Benefit Plans.

- Medicare Advantage Benefit Plans other than Group PPO Medicare Advantage Benefit Plans.

_____

_____

- Texas Medicare and Medicaid Enrollees (MME) Benefit Plans.
- Medicare and Medicaid Enrollees (MME) Benefit Plans other than those separately addressed in this Appendix 2.
- STAR+PLUS Medicaid Benefit Plans.
- STAR Medicaid Benefit Plans.
- STAR Health Medicaid Benefit Plans.
- STAR Kids Medicaid Benefit Plans.
- Texas CHIP Benefit Plans.
- New Mexico Centennial Care Benefit Plans.
- Benefit Plans for Medicare Select.
- Medicare Advantage Private Fee-For-Service Benefit Plans and Medicare Advantage Medical Savings Account Benefit Plans.
- Medicaid or CHIP Benefit Plans other than those separately addressed in this Appendix 2.
- Other Governmental Benefit Plans.

_____

_____

- Benefit Plans for workers' compensation benefit programs other than those accessing a network administered by OneNet PPO, LLC.
- TRICARE Benefit Plans.

_____

_____

_____

_____

_____

_____

_____

Note: Excluding certain Benefit Plans or programs from this Agreement does not preclude the parties or their affiliates from having or entering into a separate agreement providing for Facility's participation in a network for such Benefit Plans or Programs.

Section 3. Definitions:

Note: United may adopt a different name for a particular Benefit Plan, and/or may modify information referenced in the definitions in this Appendix 2 regarding Customer identification cards. If that happens, section 1 or section 2 of this Appendix 2 will continue to apply to those Benefit Plans as it did previously, and United will provide Facility with the updated information. Additionally, United may revise the definitions in this Appendix 2 to reflect changes in the names or roles of United's business units, provided that doing so does not change Facility's participation status in Benefit Plans impacted by that change, and further provided that United provides Facility with the updated information.

MEDICARE:

- **Medicare Advantage Benefit Plans** means Benefit Plans sponsored, issued or administered by a Medicare Advantage organization as part of:
  i) the Medicare Advantage program under Title XVIII, Part C of the Social Security Act, or
  ii) the Medicare Advantage program together with the Prescription Drug program under Title XVIII, Part C and Part D, respectively, of the Social Security Act,
  as those program names may change from time to time.

_____ _____

_____ _____

_____ _____

_____ _____

- **Medicare and Medicaid Enrollees (MME) Benefit Plan** means the CMS sponsored Financial Alignment Demonstration Plan providing integrated care benefits for individuals eligible for both the state Medicaid program and the Medicare program (Parts A, B, C and D). At such time as this Benefit Plan is no longer a demonstration project and is fully implemented in the state, this definition will be interpreted to refer to the fully implemented plan.

MEDICAID, CHIP AND OTHER STATE PROGRAMS:

- **Medicaid Benefit Plans** means Benefit Plans that offer coverage to beneficiaries of a program that is authorized by Title XIX of the federal Social Security Act, and jointly financed by the federal and state governments and administered by the state.

- **STAR Medicaid Benefit Plans** means Medicaid Benefit Plans issued in Texas that include a reference to "UnitedHealthcare Community Plan" and "Texas STAR" on the identification card of any Customer eligible and enrolled in that Benefit Plan.

- **STAR+PLUS Medicaid Benefit Plans** means long term card Medicaid Benefit Plans issued in Texas that include a reference to "UnitedHealthcare Community Plan" and "STAR+PLUS" on the valid identification card of any Customer eligible for and enrolled in that Benefit Plan.

- **Children's Health Insurance Program ("CHIP") Benefit Plans** means Benefit Plans under the program authorized by Title XXI of the federal Social Security Act that are jointly financed by the federal and state governments and administered by the state.

- **Texas CHIP Benefit Plans** means CHIP Benefit Plans issued in Texas that include a reference to "UnitedHealthcare Community Plan" on the valid identification card of any Customer eligible for and enrolled in that Benefit Plan.

- **Other Governmental Benefit Plans** means Benefit Plans that are funded wholly or substantially by a state or district government or a subdivision of a state (such as a city or county), but do not include Benefit Plans for:
  i) employees of a state government or a subdivision of a state and their dependents;
  ii) students at a public university, college or school;
  iii) employer-based coverage of private sector employees, even if the employer receives a government subsidy to help fund the coverage;
  iv) Medicaid beneficiaries;
  v) Children's Health Insurance Program (CHIP) beneficiaries; and,
  vi) Medicare and Medicaid Enrollees (MME).

Additional Manuals Appendix

For some of the Benefit Plans for which Facility may provide Covered Services under this Agreement, Facility is subject to additional requirements of one or more additional provider manuals ("Additional Manuals"). When this Agreement refers to Protocols or Payment Policies, it is also referring to the Additional Manuals. An Additional Manual may be a separate document or it may be a supplement to the UnitedHealthcare Physician, Health Care Professional, Facility and Ancillary Provider Administrative Guide ("UnitedHealthcare Administrative Guide").

For Benefit Plans subject to an Additional Manual, the Additional Manual controls if it conflicts with any of the following: (1) a provision of this Agreement or of the UnitedHealthcare Administrative Guide; or (2) a United Protocol or Payment Policy. However, the Additional Manual does not control where it conflicts with applicable statutes or regulations.

The Additional Manuals will be made available to Facility on a designated website and upon request. The names of the Additional Manuals, the websites to view and download them, and the Benefit Plans to which they apply, are listed in Table 1 below. United may change the location of a website or the Customer identification card identifier used to identify Customers subject to a given Additional Manual; if United does so, United will inform Facility.

United may make changes to the Additional Manuals subject to this Appendix in accordance with the provisions of this Agreement relating to Protocol and Payment Policy changes.

Table 1

Benefit Plan(s)	**Description of Applicable Additional Manual**	**Website**
No Additional Manuals Apply		
This row intentionally left blank	_____	_____
This row intentionally left blank	_____	_____
This row intentionally left blank	_____	_____
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This row intentionally left blank	_____	_____
This row intentionally left blank	_____	_____
This row intentionally left blank	_____	_____
This row intentionally left blank	_____	_____
This row intentionally left blank	_____	_____
This row intentionally left blank	_____	_____

Data Services Appendix

Facility agrees to provide Data, as defined herein, to United and/or its designated data agency ("Data Agency"), as provided herein, consistent with state and federal law including, but not limited to, the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the American Recovery and Reinvestment Act of 2009 (ARRA). For purposes of this Agreement, "Data" means all information obtained or generated by Facility in the course of or in connection with providing Covered Services pursuant to the Agreement including, without limitation, results for individual laboratory test analytes and all other data necessary for United and/or Data Agency to perform any treatment, payment or health care operations. For purposes of clarity, the performance of health care operations may include the following: (1) compliance with all state and federal data collection and reporting requirements, including, but not limited to, the Healthcare Effectiveness Data and Information Set ("HEDIS"); (2) performing Care Coordination[SM] and other care management and quality improvement programs, including physician performance, pharmaceutical safety, Customer health risks using predictive modeling and the subsequent development of disease management programs utilized by United, and other member and provider health awareness programs; (3) quality assessment and benchmarking data sets; and (4) any other lawful health care operations. Data provided shall be Customer specific and nothing in this Appendix shall preclude United from establishing an electronic connection to Facility portal for the purpose of collecting Customer-specific laboratory test analytes and results. United represents and warrants that it has obtained or caused to be obtained any written Customer documentation required by applicable law for the release of Customer-identifiable Data as set forth in this Appendix. Facility represents and warrants that it has obtained or caused to be obtained any authorization required by applicable state or federal law for the release of individual laboratory test analyte results to United.

Access to Data

United shall have access to all Data on an "as needed" basis, as determined by United. During the term of the Agreement, the request for Data by United will be consistent with the "Use of Data- and -Data Schedule" sections of this Appendix. United shall also have access to all Data for a one-year period following the date Covered Services were last provided for a Customer.

Provision of Data

Facility shall provide applicable Data for United Customers. The Results Data should be sent to United via the Connectivity Director self-service portal. Any transmission of electronic protected health information, as defined by HIPAA and applicable regulations, shall meet the minimum security requirements of law. Data will be provided to United on a daily basis or some other delivery interval agreed to by the parties. Upon mutual agreement of the parties, Data may also be provided to a Data recipient designated by United, other than Data Agency. The Data reports and/or electronic feeds will contain information obtained or generated pursuant to the Agreement during the current delivery interval. The Data reports and feeds shall not contain information for any previous delivery intervals unless specifically requested by United.

Any electronic feeds will be in the HL7 2.5 file layout specified by the United Companion Guide, or other layout as mutually agreed upon by the parties. The file layout used to send the results shall include a Logical Observation Identifier, Names and Codes ("LOINC") identifier, an upper and lower range of normal values, numeric results, test results and Units for the laboratory test analytes. Customer Name, Customer ID, date of service and location of service are also required as part of the file layout to support minimum HEDIS reporting requirements. It is also agreed that there will be joint cooperation between Facility and Data Agency in testing the data fields in connection with any electronic feeds. Such testing will include, but not be limited to, the provision of test files by Facility to Data Agency. In the event Data Agency identifies a problem with a particular Data file that has been sent by Facility, Facility shall provide to Data Agency a corrected Data file, at no cost to United, within 5 business days of the date Facility received notification of such problem from Data Agency or a mutually agreed upon date.

Facility will supply all applicable laboratory test analyte results, regardless of type. United represents and warrants that it shall have security measures in place for its lawful receipt of Data from Facility, and acknowledges and agrees that United is responsible for the lawful use by United, Data Agency or other Data recipients designated by United, of all Data authorized for receipt by them pursuant to this Appendix and applicable state and federal law.

Quality of Data

Facility hereby represents and warrants that to the best of its knowledge all Data shall be accurate and complete, meaning all Data will represent the information received from the ordering physician and results reported by Facility as appropriate to the Data request. To the extent required by United, Facility agrees to certify in writing at the time of submission to United, Data Agency, or other Data recipients designated by United, that all Data is to the best of its knowledge accurate and complete as defined above. Facility further agrees to hold harmless and indemnify United and Data Agency or other designees to the extent any fines, penalties, damages, claims, liabilities or judgments result from Facility's negligence, misconduct or breach of the warranty set forth in the preceding sentence. United acknowledges, however, that Facility is not responsible for inaccurate or incomplete information or Data received or obtained from the ordering physician or any third party, or for any party's (other than Facility's) improper use of the Data. Moreover, Facility shall not be responsible for inaccurate or incomplete Customer eligibility information provided to it. United or its designees shall have the right to audit Facility with regard to the accurateness and completeness of the Data pursuant to the audit procedures included in the Agreement.

Use of Data

During and after the term of the Agreement, United and/or Data Agency may use, transfer, deidentify and combine Data and the information derived from that Data consistent with state and federal law including, but not limited to, HIPAA and ARRA, and consistent with United's status as a Covered Entity as to Data pertaining to its Customers, or consistent with any agreements between United and any other Covered Entities for whom United performs health care operations (as defined in HIPAA). United and/or Data Agency, if permitted to do so by United, shall have the right to create de-identified data sets from the Data and to use that de-identified data in any lawful manner.

Data Schedule

As of the Effective Date of the Agreement, Facility and United agree to the data services and specifications set forth below. Facility shall be responsible for the preparation and transfer of the Data.

- Facility will supply to Data Agency, on a daily basis or some other delivery interval agreed to by the parties, a clinical results data feed for all Covered Services provided under this Agreement.

- Facility will supply to Data Agency, upon request of United or Data Agency, a clinical results data report for Customers or a particular United Affiliate or Payer. These report requests may be specific to test analyte(s).

- Facility will supply to Data Agency, upon request of United or Data Agency, any ad hoc report pertaining to Data.