MEDICARE ADVANTAGE PRIMARY CARE PHYSICIAN INCENTIVE PROGRAM
TERMS AND CONDITIONS
EFFECTIVE JANUARY 1, 2017

These Medicare Advantage Primary Care Physician Incentive Program Terms and Conditions (“Terms and Conditions”) govern the Medicare Advantage Primary Care Physician Incentive (“MA-PCPi”) Program. As a precondition for the Provider to participate in the MA-PCPi Program pursuant to these Terms and Conditions and to be eligible for the bonus opportunities described below, one of the following must have occurred: (a) United presented an MA-PCPi Program Participation Acknowledgement (“Acknowledgment”) to Provider and Provider signed and returned the Acknowledgement to United in accordance with the deadline established by United, or (b) United notified Provider of Provider’s enrollment in the MA-PCPi Program via a unilateral amendment to Provider’s participation agreement with United.

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

1. **Annual Care Visit Bonus:** Provider will be eligible to receive an Annual Care Visit (“ACV”) Bonus if Provider achieves the criteria set forth in the table below. The percentage of ACV will be rounded up or down to the nearest whole number.

**Annual Care Visit Bonus Table**

<table>
<thead>
<tr>
<th>Payment Amount</th>
<th>ACV Date of Service</th>
<th>Minimum Percentage of MA-PCPi Customers who must have an ACV</th>
<th>PCOR that Determines MA-PCPi Customers Eligible for ACV</th>
<th>Number of ACVs determined using Claims Processed and Paid Through</th>
<th>Payment Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>$75 for each qualifying ACV</td>
<td>January 1, 2017-September 30, 2017</td>
<td>75%</td>
<td>August</td>
<td>November 30, 2017</td>
<td>February 15, 2018</td>
</tr>
</tbody>
</table>

2. **MA-PCPi Bonus:** With respect to a given MA-PCPi Term, Provider will be eligible to receive a MA-PCPi Bonus if Provider achieves an Average Star Rating of 3.76 or greater across all eligible MA-PCPi Measures.

a. **Average Star Rating:** For each MA-PCPi Term, United will determine whether Provider has met the criteria for the MA-PCPi Bonus by computing Provider’s Average Star Rating as follows and the computations will use data available from:

i. Claims and encounter data timely received by United and available through the applicable reporting system(s) at the time United creates the reports described in Paragraph 5. Claims and encounter data are considered timely if they are processed and/or paid by United no later than March 31st following the end of the applicable MA-PCPi Term; and

ii. Other supplemental data sources that meet CMS and/or HEDIS documentation requirements and have been timely submitted for dates of service within the MA-PCPi Term. Supplemental data sources are considered timely submitted if they are submitted to United no later than January 10th following the end of the applicable MA-PCPi Term.

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

v. United will use Provider’s HEDIS Compliance Percentage for each MA-PCPi Measure to determine Provider’s Quality Rating for each MA-PCPi Measure.

vi. United will use Provider’s Quality Rating for each MA-PCPi Measure to calculate Provider’s Average Star Rating. MA-PCPi Measures identified by CMS as having a weight of three will also be assigned a weight of three for purposes of calculating Provider’s Average Star Rating. The calculation of Provider’s Average Star Rating will be measured to the second decimal and will not be rounded up or down to the nearest half star. For example, an Average Star Rating of 3.76 will not be rounded up to 4.00.

### MA-PCPi Measures and STAR Thresholds Table*

<table>
<thead>
<tr>
<th>2017 Star ID</th>
<th>CMS STAR Weight</th>
<th>Measure Name</th>
<th>Description</th>
<th>Period</th>
<th>HEDIS COMPLIANCE PERCENTAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>1 STAR Threshold</td>
</tr>
<tr>
<td>C01</td>
<td>1</td>
<td>Breast Cancer Screening (BCS)</td>
<td>One mammogram every two years</td>
<td>Current or prior calendar year</td>
<td>&lt;43%</td>
</tr>
<tr>
<td>C02</td>
<td>1</td>
<td>Colorectal Cancer Screening (COL)</td>
<td>One or more screenings: Yearly fecal occult blood test (FOBT), or every 5 years flexible sigmoidoscopy, or every 10 years colonoscopy</td>
<td>FOBT: Current calendar year Flex Sig: Current calendar year to previous 4 calendar years Colonoscopy: Current calendar year to previous 9 calendar years</td>
<td>&lt;55%</td>
</tr>
<tr>
<td>C07</td>
<td>1</td>
<td>Adult BMI Assessment (ABA)</td>
<td>Outpatient visit during the calendar year or prior with date, weight and value of BMI</td>
<td>Current or prior calendar year</td>
<td>&lt;45%</td>
</tr>
<tr>
<td>C12</td>
<td>1</td>
<td>Osteoporosis Management in Women who had a Fracture (OMW)</td>
<td>Given a bone mineral density test, OR prescribed a drug to treat or prevent osteoporosis in the six months after the fracture</td>
<td>Current calendar year</td>
<td>&lt;21%</td>
</tr>
<tr>
<td>C13</td>
<td>1</td>
<td>Diabetes Care - Eye Exam (CDCEYE)</td>
<td>Eye exam (retinal or dilated) performed</td>
<td>Current calendar year or prior calendar year Needs to be annually if patient has retinopathy.</td>
<td>&lt;46%</td>
</tr>
<tr>
<td>C14</td>
<td>1</td>
<td>Diabetes Care - Kidney Disease Monitoring (CDCNEP)</td>
<td>Urine microalbumin for nephropathy, OR on an ACE/ARB Medication OR documentation of receiving care from a nephrologist</td>
<td>Current calendar year</td>
<td>&lt;92%</td>
</tr>
<tr>
<td>C17</td>
<td>1</td>
<td>Rheumatoid Arthritis Management (ART)</td>
<td>Diagnosed with rheumatoid arthritis AND dispensed at least one ambulatory Rx for a disease-modifying anti-rheumatic drug</td>
<td>Current calendar year</td>
<td>&lt;54%</td>
</tr>
</tbody>
</table>
## MA-PCPi Measures and STAR Thresholds Table*

<table>
<thead>
<tr>
<th>2017 Star ID</th>
<th>CMS STAR Weight</th>
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<th>Description</th>
<th>Period</th>
<th>HEDIS COMPLIANCE PERCENTAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>1 STAR Threshold</td>
<td>2 STAR Threshold</td>
</tr>
<tr>
<td>C15</td>
<td>3</td>
<td>Diabetes Care - Blood Sugar Controlled (CDCA1C9)</td>
<td>HbA1c control (≤ 9.0%) based on LAST measurement of the year</td>
<td>Current calendar year</td>
<td>&lt;49%</td>
</tr>
<tr>
<td>D12</td>
<td>3</td>
<td>Medication Adherence for Diabetes Medications (MAD)</td>
<td>Percentage of patients obtaining timely refills and having diabetes medication(s) on hand at least 80% of the time during the measurement period</td>
<td>Current calendar year</td>
<td>&lt;70%</td>
</tr>
<tr>
<td>D13</td>
<td>3</td>
<td>Medication Adherence for Hypertension (RAS antagonists) (MAH)</td>
<td>Percentage of patients obtaining timely refills and having RAS Antagonist medication on hand at least 80% of the time during the measurement period</td>
<td>Current calendar year</td>
<td>&lt;71%</td>
</tr>
<tr>
<td>D14</td>
<td>3</td>
<td>Medication Adherence for Cholesterol (Statins) (MAC)</td>
<td>Percentage of patients obtaining timely refills and having Statin medication on hand at least 80% of the time during the measurement period</td>
<td>Current calendar year</td>
<td>&lt;66%</td>
</tr>
<tr>
<td>DMC</td>
<td>24</td>
<td>Hospitalization for Potentially Preventable Complications (HPC)**</td>
<td>The risk-adjusted ratio of observed to expected discharges for ACSC by chronic and acute conditions times the national observed rate times 1000</td>
<td>Current calendar year</td>
<td>&gt;76</td>
</tr>
</tbody>
</table>

* The MA-PCPi Measures and Star Thresholds shown in the table above are subject to change from time to time at CMS’ discretion. The table shows the Measures and Star Thresholds for the 2017 star ratings effective January 1, 2017. For final evaluation of the MA-PCPi Bonus, United will use the most recently published CMS Measures and Star Thresholds as of the time United calculates Provider’s Average Star Rating.

**For the Hospitalization for Potentially Preventable Complications (HPC) measure, CMS has not released the 2017 STAR Thresholds. To assist you with this measure, the STAR Thresholds shown are United calculations, which are consistent with the CMS methodology publicly available at this time. CMS has communicated that it will not publish CMS STAR Thresholds for this measure before United is obligated to calculate Provider’s Average STAR Rating. If possible, United will use the most recently published CMS STAR Thresholds for this Measure as of the time United calculates Provider’s Average STAR Rating. If CMS has not published STAR Thresholds for this Measure, United will calculate the STAR Thresholds using the most recently published CMS methodology.

### 3. Meaningful Use Data Exchange Bonus:

With respect to a given MA-PCPi Term, Provider will be eligible to receive a Meaningful Use Data Exchange Bonus if Provider i) achieves an Average Star Rating of 3.76 or greater across all eligible MA-PCPi Measures and ii) achieves the criteria set forth below:

a. Provider will establish a recurring Meaningful Use Data Exchange from Provider’s Certified Electronic Health Record Technology (CEHRT) as defined by the Office of the National Coordinator for Health...
Information Technology (ONC), at which point United will present Provider a certificate of establishment; and

b. Within 30 calendar days of receipt of the certificate of establishment from United, Provider will submit the first Meaningful Use Data Exchange.

A Meaningful Use Data Exchange for purposes of MA-PCPi is a standard electronic data exchange format as established by the ONC, such as Continuity of Care Document (CCD) or Consolidated Clinical Document Architecture (C-CDA) including progress notes, or another format that complies with Meaningful Use Requirements, and which includes data about MA-PCPi Customers. Meaningful Use Data Exchange will also include some other method acceptable to United that will allow United to use the data for HEDIS reporting and that will be representative of a MA-PCPi Customer’s medical record.

United expects Provider to use all commercially reasonable efforts to submit a Meaningful Use Data Exchange every other week after the first submission.

4. **Payment:** If, for a given MA-PCPi Term, Provider qualifies for the MA-PCPi Bonus or the MA-PCPi Bonus and Meaningful Use Data Exchange Bonus, United will calculate Provider’s Bonus as the applicable payment amount from the table below multiplied by the total number of MA-PCPi Customers as identified on the final PCOR. United will pay Provider no later than 150 days after the end of the MA-PCPi Term. Notwithstanding the prior sentence, if Provider and United are parties to an Agreement at the beginning of an MA-PCPi Term and Provider is no longer a contracted provider in United’s network(s) for Medicare Advantage Benefit Plans under the Agreement (or under a similar successor agreement with United) at the time the Bonus for that MA-PCPi Term is due, then Provider will not be eligible for or entitled to receive the applicable Bonus.

<table>
<thead>
<tr>
<th>Provider Average Star Rating</th>
<th>Payment Amount for MA-PCPi Bonus</th>
<th>Payment Amount for MA-PCPi Bonus and Meaningful Use Data Exchange Bonus</th>
</tr>
</thead>
<tbody>
<tr>
<td>4.75 and above</td>
<td>$135.00 PMPY</td>
<td>$175.00 PMPY</td>
</tr>
<tr>
<td>4.74-4.50</td>
<td>$110.00 PMPY</td>
<td>$150.00 PMPY</td>
</tr>
<tr>
<td>4.49 - 4.00</td>
<td>$50.00 PMPY</td>
<td>$75.00 PMPY</td>
</tr>
<tr>
<td>3.99 - 3.76</td>
<td>$25.00 PMPY</td>
<td>$50.00 PMPY</td>
</tr>
<tr>
<td>3.75 and below</td>
<td>$0.00 PMPY</td>
<td>$0.00 PMPY</td>
</tr>
</tbody>
</table>

5. **Reporting:** United will make available, on a monthly basis, the Provider’s Patient Care Opportunity Report (“PCOR”).

No later than 120 days after the end of a MA-PCPi Term, United will make available to Provider the following report(s) for that MA-PCPi Term:

a. List of MA-PCPi Customers that United has identified as eligible for each MA-PCPi Measure;
b. List of MA-PCPi Customers that United shows as having met each MA-PCPi Measure;
c. HEDIS Compliance Percentage for each applicable MA-PCPi Measure;
d. Average Star Rating across all eligible MA-PCPi Measures;
e. Confirmation of Provider’s establishment of CEHRT Meaningful Use Data Exchange; and
f. Confirmation of Meaningful Use Data Exchange in compliance with the requirements of the Program.

6. **Medical Record or Chart Request:** Without limiting any other data access rights set forth elsewhere in the Agreement, Provider will permit United or its designee to conduct chart reviews of Provider’s records, specifically for the CMS required data submission, for any or all MA-PCPi Customers. If charts or records are not furnished within the timeframe specified and/or are incomplete, United reserves the right to reduce or withhold payment under the MA-PCPi Program.
7. **Overpayments:** If United notifies Provider of an overpayment under the MA-PCPi Program, Provider will repay overpayments within 30 days of written or electronic notice. In addition, Provider will promptly report any overpayment under the MA-PCPi Program, and will return the overpayment to United within 30 days of discovery. If Provider fails to repay overpayments as specified above, United may recover overpayments by offsets against future payments.

8. **Reconsideration:** Within 30 days after receiving the final reports for the MA-PCPi Term, Provider agrees to notify United electronically or in writing of any disagreements with their MA-PCPi performance results. Provider’s written notification must include the following: a) the United determination at issue; b) detailed information, including any relevant dates, copies from the member’s medical chart, and any other relevant information to support the review request. United will only consider complete review requests and will respond to Provider within 30 days after receiving Provider’s notification. If the parties are unable to reach agreement, either party may initiate dispute resolution under the terms of the Agreement. If United does not receive notification within 30 days from the date United provided the final reports, Provider will have been deemed to waive any rights to pursue any dispute relating to that MA-PCPi Term.

9. **Termination:**

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

   b. United has the right to terminate Provider’s participation in the MA-PCPi Program, effective for the next MA-PCPi Term, by giving notice electronically or in writing at least 30 days prior to the start of the next Term. Such termination will not affect the MA-PCPi Program payment determination for the MA-PCPi Term in effect prior to such termination.

   c. United and Provider each shall have the right to terminate Provider’s participation in the MA-PCPi Program immediately upon notice electronically or in writing to the other if the other party fails to comply with any requirement of these Terms and Conditions.

   d. Unless otherwise authorized by United:

      i. If Provider participates in MA-PCPi, participation in any other United Medicare Advantage incentive program will terminate as of the effective date of MA-PCPi and Provider will not be entitled to payment under the other United Medicare Advantage incentive program.

      ii. If Provider participates in another United Medicare Advantage incentive program, then participation in that other United Medicare Advantage incentive program will terminate Provider’s participation in the MA-PCPi Program as of the effective date of the other United Medicare Advantage incentive program and Provider will not be entitled to payment under MA-PCPi.

10. **Amendment of the MA-PCPi Terms and Conditions:** United, in its sole discretion, may amend these Terms and Conditions for any future MA-PCPi Term by providing to Provider a copy of and/or electronic access to the new Terms and Conditions no later than 30 days prior the first day of the MA-PCPi Term to which the new Terms and Conditions will apply. If Provider does not wish to continue participation in the MA-PCPi Program after review of the new Terms and Conditions, Provider has the option to terminate participation in the MA-PCPi Program as set forth in Paragraph 9 above.

11. **Agreement:** When Provider and United are parties to an Agreement, United and Provider agree and acknowledge that these Terms and Conditions supplement the Agreement. The terms of the Agreement remain binding on the parties, and none of the rights and obligations of Provider and of United under the Agreement shall be modified or impaired by these Terms and Conditions, except in the event of a conflict between these Terms and Conditions and the Agreement, in which case the specific conflicting term(s) of these Terms and Conditions will govern with respect to the MA-PCPi Program.
When Provider and United are not parties to an Agreement when Provider begins participating in the MA-PCPi Program, Provider agrees and acknowledges that it is subject to the additional Terms and Conditions in Paragraph 13 of these Terms and Conditions. Further, Provider acknowledges that each Provider Physician is subject to the terms of the participation agreement or provider contract under which the Provider Physician participates in United’s network for Medicare Advantage Benefit Plans.

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

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

   Annual Care Visit: The code set as defined in accordance with the terms set forth in the “Glossary” tab of the Patient Care Opportunity Report (PCOR).

   Annual Care Visit Bonus: For a given MA-PCPi Term, the payment available to Provider if all of the requirements described in the Annual Care Visit Bonus section of these Terms and Conditions are met with respect to that MA-PCPi Term.

   Average Star Rating: United will calculate a Quality Rating for each MA-PCPi Measure based on the HEDIS Compliance Percentage in the MA-PCPi Measures and STAR Thresholds Table. United will then average all of the MA-PCPi Measure Quality Ratings for an overall rating.

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

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

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

   MA-PCPi Bonus: For a given MA-PCPi Term, the payment available to Provider if all of the requirements described in the MA-PCPi Bonus Section of these Terms and Conditions are met with respect to that MA-PCPi Term.

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

   MA-PCPi Measures: The specific HEDIS measures that will be evaluated with respect to a given MA-PCPi Term, as set forth in the MA-PCPi Measures and STAR Thresholds Table.

   MA-PCPi Term: A calendar year during which Provider is eligible to participate in the MA-PCPi Program described in these Terms and Conditions (for example, January 1, 2017 through December 31, 2017).

   Meaningful Use Data Exchange: A standard electronic data exchange format as established by the Office of the National Coordinator for Health Information Technology (ONC) such as Continuity of Care Document (CCD) or Consolidated Clinical Document Architecture (C-CDA) including progress notes, or another format that complies with Meaningful Use Requirements. Meaningful Use Data Exchange will also include some other method
acceptable to United that will allow United to use the data for HEDIS reporting and that will be representative of a MA-PCPi Customer’s medical record.

**Meaningful Use Data Exchange Bonus:** For a given MA-PCPi Term, the payment available to Provider if all of the requirements described in the Meaningful Use Data Exchange Bonus section of these Terms and Conditions are met with respect to that MA-PCPi Term.

**PCOR:** The Patient Care Opportunity Report generated by United on a monthly basis that summarizes performance data about various HEDIS measures, including the MA-PCPi Measures, using United data available at the time the report is generated, for MA-PCPi Customers enrolled in Medicare Advantage Benefit Plans whom United assigns and/or attributes to a Provider Physician for purposes of this report.

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

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

**Quality Rating:** Defined in accordance with the terms set forth in the “Glossary” tab of the Patient Care Opportunity Report (PCOR).

**United:** UnitedHealthcare Insurance Company and/or the UnitedHealthcare Insurance Company affiliate(s) named in the Agreement, including the Care Improvement Plus entities (if Provider is a party to an Agreement), or in the MA-PCPi Program Participation Acknowledgement (if Provider is not a party to an Agreement).

13. **Additional Terms and Conditions:** The additional terms and conditions of this Paragraph only apply when Provider and United are NOT parties to an Agreement, as set forth in Paragraph 11 above.

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

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

C. **Confidentiality.** Except as required by an agency of the government or by law, neither United nor Provider will disclose to any third party, including Customers, (i) any proprietary business information, not available to the general public, that it obtains from the other party; or (ii) the specific initiatives and related payment provided for under the MA-PCPi Program. Provider shall assure that its Provider Physicians are likewise bound by this confidentiality obligation.
D. **Dispute Resolution.** United and Provider, with its Provider Physicians, will work together in good faith to resolve any and all disputes between them (hereinafter referred to as “Disputes”) relating to the MA-PCPi Program. If the parties are unable to resolve any such Dispute within 60 days following the date one party sent written notice of the Dispute to the other party, and if either party wishes to pursue the Dispute, it shall thereafter be submitted to binding arbitration in accordance with the Commercial Dispute Procedures of the American Arbitration Association, as they may be amended from time to time (see http://www adr.org). Unless otherwise agreed to in writing by the parties, the party wishing to pursue the Dispute must initiate the arbitration within one year after the date on which notice of the Dispute was given or shall be deemed to have waived its right to pursue the dispute in any forum.

Any arbitration proceeding under the MA-PCPi Program shall be conducted in Hennepin County, Minnesota. The arbitrator(s) may construe or interpret but shall not vary or ignore the terms of the MA-PCPi Program 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. The parties acknowledge that because the MA-PCPi Program affects interstate commerce the Federal Arbitration Act applies.

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

E. **Entire Agreement.** This Agreement is the entire agreement between Provider and United with regard to the subject matter herein, and supersedes any prior written or unwritten agreements between Provider and United with regard to the same subject matter.

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

G. **Notice.** Any notice required to be given under the MA-PCPi Program shall be in writing and shall be deemed to have been given when delivered in person, by electronic communication, by facsimile or, if delivered by first-class United States mail, on the date mailed, proper postage prepaid and properly addressed to Provider or to United, as appropriate, at the address set forth on the MA-PCPi Program Participation Acknowledgement or to another more recent address of which the sending party has received written notice.

H. **Governing Law.** This Agreement shall be construed in accordance with the laws of the State of Minnesota.

I. **Survival.** Subparagraphs B, C, D, and H of this Paragraph will survive termination of the MA-PCPi Program.

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