

UNITYPOINT HEALTH PLUS PROVIDER AGREEMENT

THIS AGREEMENT is made as of this _____ day of _____, _____, effective upon execution by UnityPoint Health Plus on the date noted below, by and between Unity Point Health Plus ("UnityPoint Health Plus ") and _____ ("Provider").

WHEREAS, UnityPoint Health Plus is a preferred provider organization arranging for the availability of cost effective, managed health care services to individuals and their dependents employed by employers doing business in Illinois through programs including, but not limited to, preferred provider organization, health maintenance organization, and direct employer contracts; and

WHEREAS, Provider is licensed to practice medicine in the State of Illinois and is in good standing with the Illinois Board of Medical Examiners and desires to participate as a provider in the UnityPoint Health Plus network;

NOW, THEREFORE, In consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

ARTICLE 1 Operative Language

1.1 Whenever the words and phrases defined in Article 2 or elsewhere in this Agreement are intended to have their defined meanings, the first letter of such word or the first letters of all substantive words in such phrases shall be capitalized.

1.2 Captions of Articles are inserted as a matter of convenience only and do not define, limit, or extend the scope or intent of this Agreement or any provision hereof.

ARTICLE 2 Definitions

2.1 "Administrative Service Agreement" means a contract between UnityPoint Health Plus and an employer, or other entity under which UnityPoint Health Plus agrees to arrange for the provision of managed health care services with respect to a Health Benefit Plan.

2.2 "Covered Person" means an individual and his dependents covered under a Health Benefit Plan sponsored by an employer or other entity that has entered into an Administrative Service Agreement with UnityPoint Health Plus.

2.3 "Health Benefit Plan" means any plan, fund, or program established or maintained by an employer or other entity for the purpose of providing for its participants or their dependents, through the purchase of insurance or otherwise, medical, surgical, or hospital care or benefits in the event of sickness, accident, or disability.

2.4 "UnityPoint Health Plus" means UnityPoint Health Plus and any subsidiary corporation in which UnityPoint Health Plus, Inc. has a controlling interest.

2.5 "Provider" means _____ and includes all Providers under contract with _____ and credentialed by UnityPoint Health Plus.

2.6 "Provider Manual" means the UnityPoint Health Plus Provider Manual distributed to Providers providing managed health care services to Covered Persons pursuant to a Provider Agreement.

ARTICLE 3
Undertaking of Provider

3.1.a Provider agrees to accept Covered Persons as its patient load and appointment calendar permit and to provide necessary medical services within its contracting Providers' field of practice, including emergency care, to Covered Persons in accordance with the Provider Manual. Provider understands that the only services contemplated by this Agreement are those services that are described as benefits in the Health Benefit Plan covering the individual patient. Services provided by the Provider which are not covered services under the Health Benefit Plan of the patient are not subject to any of the terms of this Agreement. Provider remains free to bill directly with Covered Person for non-covered services according to its policies and procedures.

3.1.b Provider shall be subject to the same duties, liabilities and responsibilities toward Covered Persons as exist generally between patient and Provider. Provider shall be entitled, upon request, to copies of all Administrative Service Agreements concerning Covered Persons provided medical services pursuant to this Agreement and acknowledges that all such documents are subject to change without notice. To the extent required under the Provider Manual, Provider agrees to refer Covered Persons, whenever possible, to Providers and other medical providers who are participants in UnityPoint Health Plus, in accordance with accepted professional standards for rendering quality care.

3.1.c Provider will provide health care services without discrimination against any Covered Person on the basis of participation in the preferred provider program, source of payment, age, sex, ethnicity, religion, sexual preference, health status or disability.

3.1.d. Provider agrees to provide covered health services on a 24-hour per day, 7 days per week basis as required in the Provider Manual.

3.2 Provider agrees to submit claims for reimbursement on the forms and in the manner prescribed by UnityPoint Health Plus' contracted Administrative Service Agreement, and accept assignment on such claims for health care services provided to Covered Persons. Provider understands that the fees payable from a Health Benefit Plan to Provider will be the lesser of Provider's customary fee-for-service charges or the fee schedule for health services as established by an Administrative Service Agreement or contract with UnityPoint Health Plus, which will be periodically reviewed by UnityPoint Health Plus. Provider agrees to accept this payment as full payment for its services, and not to seek additional compensation, remuneration or reimbursement from, or have any recourse against a Covered Person for services for which benefits are payable under the Health Benefit Plan of the individual patient. This provision shall not prohibit collection by Provider of fees for non-covered services or of any applicable co-payments, co-insurances, or deductibles made in accordance with the terms of the applicable Health Benefit Plan. Provider further agrees that this provision shall survive the termination of this Agreement, regardless of the cause giving rise to termination, and shall be construed to be for the benefit of Covered Persons. This provision supersedes any oral or written contrary agreement now existing or hereafter entered into between the Provider and the Covered Person, former Covered Person, or persons acting on their behalf.

3.3 In situations where UnityPoint Health Plus establishes Programs with health care savings sharing arrangements between an employer or other entity (including a Health Benefit Plan) and UnityPoint Health Plus, Provider understands and agrees that any savings available to be distributed to Provider will be determined by as described in the Provider Manual.

3.4.a Provider agrees to comply with the Provider Manual and all UnityPoint Health Plus protocols as established or modified from time to time that are communicated to the Provider; including, without limitation, protocols related to hospital admissions, lengths-of-stays, referrals to Providers and other providers of health care, and the use of such providers. UnityPoint Health Plus agrees to develop and modify its Provider Manual and protocols in consultation with the Provider.

3.4.b The Provider for a Covered Person retains, along with the Covered Person, responsibility for the proper care of the Covered Person notwithstanding any provision in this Agreement to the contrary. The Provider must make medically appropriate decisions without regard to the Provider Manual or UnityPoint Health Plus protocols.

3.5 Provider is required to have and maintain admitting privileges in at least one hospital within the UnityPoint Health Plus network. UnityPoint Health Plus is to be notified immediately of any changes in privileges at any hospital or admitting facility. Reasonable exceptions may be made for Providers who, because of the type of clinical specialty, or location or type of practice, do not customarily have admitting privileges.

3.6 Provider agrees to maintain, at its expense, adequate policies of professional liability insurance for its contracting Providers, at a level at least equal to the amount generally required by hospitals in the Provider's community in order to obtain and maintain hospital staff privileges, and Provider further agrees to furnish UnityPoint Health Plus, upon request, certificates of such malpractice coverage and to notify UnityPoint Health Plus within ten (10) days of cancellation or material change in such coverage.

3.7.a Provider agrees to cooperate fully with the utilization review, quality assurance, and quality improvement programs established by UnityPoint Health Plus to promote quality medical care and to control the cost and utilization of medical services, and further agrees to abide by the decision of UnityPoint Health Plus in all such matters during the term of this Agreement. In conjunction with any such review or program, Provider will make available at no charge to UnityPoint Health Plus whatever information is requested by UnityPoint Health Plus regarding Covered Persons. Provider acknowledges that its failure to abide by such decision or to make information available to Unity Point Health Plus shall constitute immediate grounds for termination of this Agreement.

3.7.b Provider agrees to maintain and make medical records available to Unity Point Health Plus for the purpose of determining, on a concurrent or retrospective basis, the medical necessity and appropriateness of care provided to Covered Persons, and to make such medical records available to appropriate State and federal authorities and their agents involved in assessing the accessibility and availability of care or investigating member grievances or complaints to comply with the applicable State and federal laws related to privacy and confidentiality of medical records.

3.8 Provider agrees to cooperate with and participate in the Unity Point Health Plus credentialing and recredentialing processes in accordance with the Provider Manual.

ARTICLE 4 Undertaking of UnityPoint Health Plus

4.1 UnityPoint Health Plus agrees to grant Provider participating provider status in the Unity Point Health Plus provider network. Provider will be described as a participating network provider for UnityPoint Health Plus in promotional materials and Provider lists. UnityPoint Health Plus will use its best efforts to insure that Covered Persons are given a financial incentive to use UnityPoint Health Plus network providers.

4.2 UnityPoint Health Plus shall use its best efforts to ensure that each contractor complies with the payment terms of the applicable Administrative Service Agreement. Provider shall be paid for Covered Services provided to Members in accordance with the applicable Administrative Service Agreement. Group acknowledges that, unless otherwise provided in an Administrative Service Agreement, the Health Benefit Plan is solely responsible for compensating Provider for Covered Services.

4.3 UnityPoint Health Plus shall manage the preferred provider network and work with network providers to contain the costs of medical care performed within the network.

4.4 UnityPoint Health Plus shall also furnish initial information on all Administrative Service Agreements, fee schedule changes, and operational policies as received.

ARTICLE 5 Relationship Between the Parties

5.1 UnityPoint Health Plus and Provider are independent contractors. UnityPoint Health Plus is not an agent or employee of the Provider and Provider is not an agent or employee of UnityPoint Health Plus.

5.2 The rights and responsibilities under this contract cannot be sold, leased, assigned or otherwise delegated by either party without the prior written and informed consent of the other party.

In the event of a contractual dispute or disagreement between UnityPoint Health Plus and Provider, other than matters relating to medical malpractice, it must be resolved by direct negotiation between UnityPoint Health Plus and Provider within six (6) months of the date the originating party identified the matter in dispute in writing to the other party. Should said negotiations result in failure to reach agreement within the stated six (6) month period, parties to this agreement may, if mutually agreed, submit said controversies or claims to Arbitration for settlement in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered by the arbitration may be entered in any court having jurisdiction thereof. In the absence of mutual agreement, each party shall have the right to seek recourse under applicable State and Federal Law.

ARTICLE 6 Non-Exclusivity

This Agreement creates a non-exclusive arrangement. UnityPoint Health Plus and Provider shall be free to enter into similar contracts with other entities.

ARTICLE 7 Indemnification

7.1 UnityPoint Health Plus shall indemnify and hold harmless Provider from any and all claims and losses which Provider may suffer or incur as a result of any action of UnityPoint Health Plus or any failure of UnityPoint Health Plus to take action pursuant to the terms of this Agreement, but only if such claims or losses are due to UnityPoint Health Plus' willful malfeasance, bad faith, negligence or reckless disregard of its obligations and duties under the terms of this Agreement.

7.2 Provider shall indemnify and hold harmless UnityPoint Health Plus from any and all claims and losses, which UnityPoint Health Plus may suffer or incur as a result of any action of the Provider or any failure of the Provider to take action pursuant to the terms of this Agreement, but only if such claims or losses are due to Provider's willful malfeasance, bad faith, negligence or reckless disregard of its obligations and duties under the terms of this Agreement.

ARTICLE 8 General Conditions

8.1 Each party to this Agreement shall execute, acknowledge, and deliver such additional documents, writings or assurances as the other may periodically require so as to give full force and effect to the terms and provisions of this Agreement.

8.2 Interpretation of the terms and provisions of this Agreement shall be governed by the laws of the State of Illinois where it has been executed.

8.3.a This Agreement shall begin on the Effective Date and continue until terminated by either party. This Agreement may be terminated for cause immediately upon written notice and may be terminated without cause at any time upon sixty (60) days written notice to the other party. In addition, this Agreement shall automatically terminate in the event that any license or certification required by law to be maintained by a party is suspended, revoked, denied, or not renewed. However, the suspension, revocation, denial, or non-renewal of the license of a Provider shall only terminate this Agreement with respect to the individual Provider and shall not be considered a termination of the Provider. Upon a termination of this Agreement, each party acknowledges the right of the other to inform Covered Persons cared for by Provider of such termination; and each party agrees to cooperate with the other in attempting to agree upon the form of such notification.

8.3.b Should Provider terminate participation in an Administrative Service Agreement, then Provider notice of termination shall meet the requirements prescribed by that Administrative Service Agreement.

8.3.c In the event of a contract termination with UnityPoint Health Plus, Provider shall continue providing services to Covered Persons only to the extent that an extension of benefits is required by law or

regulation, or that such continuation is voluntarily provided by UnityPoint Health Plus.

8.4 All written notices provided for by this Agreement shall be made (a) either by personal delivery of the notice to the parties thereunto entitled, or (b) by the mailing of the notice in the United States mails, postage prepaid, certified, return receipt requested to the parties thereunto entitled at the address hereinafter set forth or at such other address as the party entitled to notice shall designate in writing to the other parties hereto:

UnityPoint Health Plus

Provider

UnityPoint Health Plus
221 NE Glen Oak Ave
Peoria, Illinois 61636
Phone: (309) 671-8231
Attn: Robert A. Quin

The written notice shall be deemed given in (a) on the date of the personal delivery to the parties entitled thereto and in (b) on the date of its mailing.

8.5 The Agreement may be amended from time to time pursuant to the written agreement of the parties hereto.

UNITYPOINT HEALTH PLUS
PROVIDER AGREEMENT
SIGNATURE PAGE

UNITYPOINT HEALTH PLUS

By: _____

By: _____

Its: Administrative Director

Its: _____

Dated: _____

Dated: _____