AMERIGROUP NEVADA, INC.
d/b/a AMERIGROUP Community Care
PARTICIPATING PROVIDER AGREEMENT
FOR FACILITY PROVIDERS
and
PHYSICIANS AND ALLIED HEALTH PROFESSIONALS

THIS PARTICIPATING PROVIDER AGREEMENT (this "Agreement") is made by
and between AMERIGROUP Nevada, Inc. d/b/a AMERIGROUP Community Care
(“AMERIGROUP”) and University Medical Center of Southern Nevada (“UMC”) and its
facilities set forth on Exhibit A attached hereto and incorporated herein by reference (hereinafter
individually and collectively referred to as the “Facilities”), as such Exhibit A is amended from
time to time by written notice by UMC to AMERIGROUP (collectively, UMC and the Facilities
are hereinafter referred to as “Provider”), effective on the 1st day of April, 2009 (the "Effective
Date").

RECITALS:

A. AMERIGROUP is currently seeking authorization to arrange for the provision of
managed health care services to Covered Persons in the State of Nevada.

B. Provider is a duly licensed county acute care hospital established pursuant to
Chapter 450 of the Nevada Revised Statues and accredited by The Joint Commission on
Accreditation of Healthcare Organizations, and certified for participation under Medicare and
Medicaid, Title XVIII and XIX of the Social Security Act, and desires to provide Covered
Services for Covered Persons.

C. AMERIGroup desires that Provider provide the Covered Services contemplated
herein to Covered Persons and Provider desires to provide such services, pursuant to the terms
and conditions of this Agreement.

AGREEMENT:

NOW, THEREFORE, in consideration of the mutual covenants and agreements
contained herein and for other good and valuable consideration, the receipt and sufficiency of
which are hereby acknowledged, AMERIGROUP and Provider agree as follows:

ARTICLE I
DEFINITIONS

The following terms shall have the meanings set forth below with respect to services
furnished under this Agreement:
1.1 Agency. "Agency" means a federal, state or local agency, administration, board or other governing body responsible for the governance or administration of a Program. With respect to the operation of the Programs, as used herein, Agency also means The Division of Health Care Financing and Policy, a Division of the State of Nevada Department of Health and Human Resources (DHCFP) and the Centers for Medicaid and Medicare Services (CMS).

1.2 Behavioral Health Care Services. "Behavioral Health Care Services" means services rendered for the treatment of mental health or drug and alcohol conditions.

1.3 CMS. "CMS" means the Center for Medicare & Medicaid Services, an administrative agency within the United States Department of Health & Human Services ("HHS").

1.4 Clean Claim. "Clean Claim" means a request for payment for a service rendered by Provider, that (a) is timely submitted by Provider in accordance with claim filing requirements under applicable law, Program Contract and Agency rules and the then current AMERIGROUP policies and procedures; (b) is accurate and in the format required by AMERIGROUP; (c) includes all material information required by AMERIGROUP including, without limitation, all required substantiating documentation and information related to coordination of benefits and third party liability; (d) is undisputed as to the amount of the claim; and (e) includes no indication of fraudulent content or submission.

1.5 Covered Person. "Covered Person" means any person who is an eligible Program beneficiary and who is duly enrolled as an AMERIGROUP member in accordance with applicable enrollment requirements.

1.6 Covered Services. "Covered Services" means those health care services (including Behavioral Health Care Services) that a Covered Person is entitled to receive through AMERIGROUP pursuant to Regulatory Requirements, and for which an Attachment A is attached hereto setting forth the Provider's reimbursement under one or more Programs.

1.7 DHCFP. "DHCFP" means the Division of Health Care Financing and Policy of the Nevada Department of Health and Human Resources.

1.8 DHHS. "DHHS" means the United States Department of Health and Human Services.

1.9 DOI. "DOI" means the Division of Insurance of the Nevada Department of Business and Industry.

1.10 Eligible Charges. "Eligible Charges" means charges for Covered Services as submitted by Provider, subject to program eligibility, benefit design, coordination of benefits and applicable authorizations.
1.11 Emergency Behavioral Health Services. "Emergency Behavioral Health Condition" means any condition, without regard to the nature or cause of the condition, which in the opinion of a prudent layperson possessing an average knowledge of health and medicine: (a) requires immediate intervention and/or medical attention without which Covered Persons would present an immediate danger to themselves or others, or (b) which renders Covered Persons incapable of controlling, knowing or understanding the consequences of their actions.

1.12 Emergency Medical Condition. "Emergency Medical Condition" means Emergency medical condition means a medical condition manifesting itself by acute symptoms of sufficient severity (including severe pain) that a prudent layperson, who possesses an average knowledge of health and medicine, could reasonably expect the absence of immediate medical attention to result in the following: (a) placing the health of the individual (or, with respect to a pregnant woman, the health of the woman or her unborn child) in serious jeopardy; (b) serious impairment to bodily functions; or (c) serious dysfunction of any bodily organ or part.

1.13 Emergency Services and Care. "Emergency Services" means covered inpatient and outpatient services that are: (a) furnished by a provider that is qualified to furnish such services; and (b) needed to evaluate or stabilize an Emergency Medical Condition.

1.14 HIPAA Regulations. "HIPAA Regulations" mean those regulations adopted pursuant to the Health Insurance Portability and Accountability Act of 1996 and codified at Title 45 of the Code of Federal Regulations (C.F.R.) relating to the privacy and security of protected health information, and including, without limitation, any amendments or successor laws, rules or regulations thereto.

1.15 Medically Necessary or Medical Necessity. "Medically Necessary" or "Medical Necessity" means Covered Services that are established as safe and effective as determined by the Nevada Medicaid Program. The Covered Services must be: (a) consistent with the symptoms or diagnosis of the illness or injury under treatment; (b) necessary and consistent with generally accepted professional medical standards; (c) not furnished for the convenience of the Covered person, the attending physician, the caregiver, or to the physician supplier; and (d) furnished at the most appropriate level that can be provided safely and effectively to the recipient. AMERIGROUP will only cover items and services that are appropriate and necessary for the diagnosis or treatment of an illness or an injury, or to improve the functioning of a malformed body part.

For the purposes of the Medicare Program, Medically Necessary health care services are health care services that:

(a) are reasonable and necessary to prevent, or provide early screening, interventions, and/or treatments for, illnesses or medical conditions that cause suffering or pain, cause physical deformity or limitations in function, threaten to cause or worsen a handicap, cause illness or infirmity of a Covered Person, or endanger life;

(b) are provided at appropriate facilities and at the appropriate levels of care for the treatment of a Covered Person's health conditions;
(c) are consistent with health care practice guidelines and standards that are endorsed by professionally recognized health care organizations or governmental agencies;

(d) are consistent with the diagnoses of the conditions; and

(e) no more intrusive or restrictive than necessary to provide a proper balance of safety, effectiveness, and efficiency.

1.16 Participating Provider. “Participating Provider” includes, as appropriate, any “Participating Hospital,” “Participating Physician,” “Participating Physician Group” or any other person or entity that (a) is licensed to provide the health care services such person or entity is providing under the laws of Nevada; (b) is party to a participation agreement with AMERIGROUP to provide Covered Services to Covered Persons, or is an employee or subcontractor of a Participating Provider and will be furnishing Covered Services hereunder; and (c) is, if applicable, duly credentialed by AMERIGROUP in accordance with AMERIGROUP credentialing requirements for the services the Participating Provider provides. The definition of “Participating Provider” includes, but is not limited to, Provider.

1.17 Primary Care Physician/Primary Care Provider. “Primary Care Physician” or “Primary Care Provider” means a Participating Physician or other Participating Provider who (a) is credentialed in accordance with AMERIGROUP credentialing requirements for Primary Care Physicians or Primary Care Providers; (b) provides Primary Care Services; and (c) practices in the medical specialty areas of general practice, internal medicine, pediatrics, family medicine, or such other medical specialty areas as are specified to provide Primary Care Services in an applicable Program Contract.

1.18 Primary Care Services. “Primary Care Services” means (a) those Covered Services provided to a Covered Person involving initial and basic primary medical care, including, but not limited to, the Covered Services specifically identified as primary care services in an applicable Program Contract, and (b) the supervision and coordination of the delivery of these Covered Services to a Covered Person.

1.19 Program. “Program” means a Nevada state Medicaid Program (“Medicaid”) and state or local Child Health Insurance Program (“CHIP”), any successor programs thereto, and any other state or local program related to or administered in conjunction with Medicaid or CHIP, including without limitation any program providing coverage for eligible family members of CHIP beneficiaries.

1.20 Program Contract. “Program Contract” means any contract between AMERIGROUP and a jurisdiction or any applicable Agency of a jurisdiction, which governs the delivery of managed health care services to Program beneficiaries.

1.21 Regulatory Requirements. “Regulatory Requirements” means any requirements imposed by applicable federal, state or local laws, rules, regulations, a Program Contract, or otherwise imposed by the Agency in connection with the operation of the Program or the performance required by either party under this Agreement.
1.22 Specialist Physician. "Specialist Physician" means a Participating Physician who (a) is duly credentialed in accordance with the then current AMERIGROUP credentialing requirements for a Specialist Physician practicing in the physician's medical specialty including, without limitation, having achieved applicable board specialty certification or having completed an approved residency program in such medical specialty; (b) provides services to Covered Persons within the range of such medical specialty; and (c) meets any Specialist Physician requirements otherwise set forth in the applicable Program Contract.

ARTICLE II
AMERIGROUP OBLIGATIONS

2.1 Identification Cards. AMERIGROUP shall issue each Covered Person an identification card reflecting the Covered Person's name, the Covered Person's selected Primary Care Physician, the Covered Person's AMERIGROUP identification number, and such other information as required by the Agency. A sample identification card will be provided upon request of Provider.

2.2 Provider Manual. AMERIGROUP shall furnish Provider with a Provider Manual referencing the policies and procedures established by AMERIGROUP including, without limitation, eligibility verification, utilization review, drug utilization, quality assurance, patient safety, compliance, authorizations for Covered Services, sanctions and denials, provider grievances, appeals and such other policies and procedures applicable to AMERIGROUP and Provider as required by Regulatory Requirements, and to otherwise effect the delivery of managed health care services to Covered Persons hereunder. AMERIGROUP shall provide electronic access to its Provider Manual through AMERIGROUP's website. AMERIGROUP shall provide Provider with at least thirty (30) days prior notice of any material modifications to such Provider Manual thereafter.

2.3 Policies and Procedures. AMERIGROUP shall reference material policies and procedures applicable to Provider in the Provider Manual. Notwithstanding the above, AMERIGROUP's failure to include a specific policy or procedure in the Provider Manual shall not limit the applicability of such policy and procedure to Provider, provided that AMERIGROUP notifies Provider of such policy. AMERIGROUP shall furnish Provider with written notice of any material modifications to such policies and procedures during the term of this Agreement and shall respond to Provider inquiries related to such policies and procedures in a timely manner. Provider shall comply with all known AMERIGROUP polices and procedures communicated to Provider by AMERIGROUP. In the event Provider objects to any such modification, Provider may terminate this Agreement as otherwise provided herein, and Provider's failure to comply with such modification during the termination notice period shall not be deemed a breach of this Agreement.

2.4 Reports. AMERIGROUP shall provide to Provider such utilization profiles or other reports, if any, that AMERIGROUP is required to provide to Provider under applicable law, Program Contract or Agency requirements.
2.5 **Provider Listing: Marketing/Advertising.** For the purposes of enrolling and referring Covered Persons, marketing, complying with Program Contract requirements, reporting to Agencies, and otherwise carrying out the terms and conditions of this Agreement, AMERIGROUP shall, and shall be entitled to use the name(s), business address(es), and phone number(s) of Provider and any individual Participating Provider employed by or under contract with Provider to provide services hereunder. AMERIGROUP shall, and shall be entitled to, use information related to any such individual Participating Provider's education, specialty, subspecialty, licensure, certification and hospital affiliation for the purposes described above.

2.6 **Credentialing.** Except as mutually agreed by the parties and as evidenced in writing by an addendum to this Agreement, AMERIGROUP shall credential Provider and all Participating Providers employed by or under contract with Provider to provide services hereunder pursuant to the then current AMERIGROUP credentialing criteria applicable to Provider and any such Participating Providers.

2.7 **Schedule of Benefits and Determination of Covered Services.** AMERIGROUP shall provide Provider with schedules of Covered Services for applicable Programs and will notify Provider in a timely manner of any material amendments or modifications to such schedules.

2.8 **[INTENTIONALLY OMITTED]**

**ARTICLE III**

**PROVIDER OBLIGATIONS**

3.1 **Provider Services.** Provider shall provide to Covered Persons those Covered Services within the scope of Provider's licensure, expertise, and usual and customary range of services pursuant to the terms and conditions of this Agreement, and shall be responsible to AMERIGROUP for its performance hereunder. Provider shall make available to Covered Persons hours of operation that are no less than the hours of operation offered to patients with other insurance coverage including, but not limited to, commercial health plans and shall use reasonable efforts to meet appointment waiting time standards. Provider shall provide to Covered Persons access to 24 hour-per-day, 7 day-per-week urgent and emergency services as required by Regulatory Requirements. Provider shall provide Emergency Services and Care without requiring prior authorization of any kind.

3.2 **Licensure and Accreditation.** At all times during the term of this Agreement, Provider shall (a) maintain in good standing all applicable licenses, certifications and registrations required for Provider to furnish services hereunder, including without limitation a National Provider Identification number (NPI); (b) be a certified Medicare and certified Medicaid Provider, to the extent required under the Program; and (c) subject to AMERIGROUP's credentialing requirements, obtain and maintain accreditation from an applicable nationally recognized accrediting body; and (d) not be subject to any determination or another action that would adversely impact Provider's license or status as a certified Medicare and Medicaid provider. Provider shall ensure that each of Provider's employees is duly licensed, certified or registered as required under a Program and applicable standards of professional
ethics and practice. Provider shall notify AMERIGROUP within five (5) business
days following Provider's receipt of any notice of any restrictions upon, or suspension or loss of, any
licensure, certification or registration or receipt of any notice of any restrictions, suspension or
revocation of such accreditation required hereunder. Provider shall submit to AMERIGROUP
evidence of Provider's satisfaction of the requirements set forth in this section upon
AMERIGROUP's reasonable request. Subject to Regulatory Requirements, AMERIGROUP has
the right to immediately terminate this Agreement upon the expiration, surrender, revocation,
restriction or suspension of such accreditation.

3.3 Covered Person Verification. Provider shall establish a Covered Person's
eligibility for services prior to rendering services, except in the case of an Emergency Medical
Condition where such verification may be impractical. In the case of an Emergency Medical
Condition, Provider shall establish a Covered Person’s eligibility as soon as reasonably practical.
AMERIGROUP shall provide a system for Providers to contact AMERIGROUP to verify
Covered Person eligibility 24 hours a day, 7 days per week. Nothing contained in this
Agreement shall, or shall be construed to require advance notice, coverage verification, or pre-
authorization for emergency room services provided in accordance with the federal Emergency
Medical Treatment and Active Labor Act ("EMTALA") prior to Provider's rendering such
services.

3.4 Provider Responsibility. AMERIGROUP shall not be liable for, nor will it
exercise control or direction over, the manner or method by which Provider provides services to
Covered Persons. Provider shall be solely responsible for all medical advice and services
provided by Provider to Covered Persons. Provider acknowledges and agrees that
AMERIGROUP may deny payment for provider services rendered to a Covered Person which it
determines are not Medically Necessary, are not Covered Services pursuant to an applicable
Program Contract, or are not otherwise provided in accordance with this Agreement. Neither
such a denial nor any action taken by AMERIGROUP pursuant to a utilization review, referral,
or discharge planning program shall operate to modify Provider’s obligation to provide
appropriate services to a Covered Person under applicable law and any code of professional
responsibility. Nothing in this Agreement shall be construed as prohibiting any Participating
Provider from discussing treatment or non-treatment options with Covered Persons irrespective
of whether such treatment options are Covered Services.

3.5 Coordinated and Managed Care. Provider shall participate in AMERIGROUP
systems designed to facilitate the coordination of health care services. Subject to medical
judgment, patient care interests, and a patient's express instructions, and recognizing that the
level of Covered Services provided by Provider may be affected by the Provider's scope of
services, Provider shall report clinical encounter data as required by such systems, and shall
obtain all required Covered Person consents or authorizations necessary for Provider to report
such clinical encounter data to AMERIGROUP.

3.6 Concurrent Review. Provider agrees to provide access to AMERIGROUP
employees to review Covered Person’s medical records and perform on-site concurrent review
during normal business hours. AMERIGROUP employees will cooperate with the requirements
of the Provider while on Provider's premises. During any such on-site concurrent review,
Provider shall provide AMERIGROUP with access to a telephone and appropriate work space to conduct the review.

3.7 Compliance with Credentialing, Utilization Management, Quality Assurance, Grievance, Coordination of Benefits, Third Party Liability and other Rules, Regulations, Policies and Procedures. Provider shall comply and cooperate with all AMERIGROUP and Program requirements related to credentialing, utilization management, quality assurance, peer review, grievances, coordination of benefits and third party liability. Provider shall comply with the terms of the Provider Manual.

3.8 Insurance Coverage. Provider represents and warrants that it is owned and operated by Clark County pursuant to the provisions of Chapter 450 of the Nevada Revised Statutes. Clark County is a political subdivision of the State of Nevada. As such, Clark County and Provider are protected by the limited waiver of sovereign immunity contained in Chapter 41 of the Nevada Revised Statutes. Provider is self-insured as allowed by Chapter 41 of the Nevada Revised Statutes. Provider will provide AMERIGROUP with a Certificate of Coverage prepared by its Risk Management Department certifying such self coverage upon request.

3.9 Contracted Provider Requirements. Unless otherwise approved in writing by AMERIGROUP, Provider and its employees shall perform all the services required hereunder directly and not pursuant to any subcontract between Provider and any other person or entity (a “Contracted Provider.”) In the event that any portion of the services that Provider is responsible for hereunder are performed for on behalf of Provider by a Contracted Provider, Provider shall be responsible for ensuring that such Contracted Provider furnishes such services in compliance with all of Provider’s obligations under this Agreement including, without limitation, maintaining required insurance, maintaining medical records, and holding Covered Persons harmless for the cost of any services or supplies provided by Contracted Providers to such Covered Persons. This section shall not preclude Provider from using contract nursing services or obtaining locums tenens coverage for Participating Physicians that are on temporary leave.

3.10 Proprietary Information.

(a) The parties acknowledge and agree that all the following information is proprietary: AMERIGROUP’s quality assurance, utilization management, risk management and peer review programs; AMERIGROUP’s credentialing procedures; the rates of reimbursement payable under this Agreement; AMERIGROUP’s Provider Manual; information related to AMERIGROUP programs, policies, protocols and procedures, and all information otherwise furnished to Provider by AMERIGROUP as a result of this Agreement. The parties agree not to use such proprietary information except for the purpose of carrying out their obligations under this Agreement. Neither party shall disclose any proprietary information to any person or entity without the other party’s express written consent except to the extent such information is available in the public domain or was acquired by such party from a third party not bound to preserve the confidentiality of such information.

(b) AMERIGROUP acknowledges that Provider is public county-owned hospital which is subject to the provisions of the Nevada Public Records Act, Nevada Revised Statutes Chapter 239, as amended by AB 247, and as such its contracts are public documents.
available to copying and inspection by the public. This Agreement shall not become effective until it is presented to, and approved during a public meeting of Provider’s governing board. If Provider receives a demand for the disclosure of any information related to this Agreement which AMERIGROUP has claimed to be confidential and proprietary, Provider will immediately notify AMERIGROUP of such demand and AMERIGROUP shall immediately notify Provider of its intention to seek injunctive relief in a Nevada court for protective order. AMERIGROUP shall indemnify and defend Provider from any claims or actions, including all associated costs and attorney’s fees, demanding the disclosure of AMERIGROUP document in Provider’s custody and control in which AMERIGROUP claims to be confidential and proprietary.

(c) Provider and AMERIGROUP shall each treat all information which is obtained through its respective performance under the Agreement as confidential information which is obtained through its respective performance under the Agreement as confidential information to the extent that confidential treatment is required under applicable law and regulations, including without limitation 42 C.F.R. Section 422.118 and 45 C.F.R. Parts 160 and 164, as may be amended from time to time, and shall not use any information so obtained in any manner except as necessary to the proper discharge of its obligations and securing of its rights hereunder. Provider and AMERIGROUP shall each have a system in effect to protect all records and all other documents deemed confidential by law which are maintained in connection with the respective activities of Provider or AMERIGROUP and performing in connection with this Agreement. Any disclosure or transfer of confidential information by Provider or AMERIGROUP will be in accordance with applicable law.

3.11 Provision of Non-Covered Services. Prior to the provision of any services to a Covered Person that are not Covered Services, Provider (a) shall advise the Covered Person, in writing, (i) of the nature of the service; (ii) that the service is not a Covered Service for which compensation is payable hereunder; and (iii) that the Covered Person will be responsible for paying for the service; (b) shall obtain a signed Private Pay form from such Covered Person; and (c) shall otherwise comply with all applicable law, Program Contract and Agency requirements related to the provision of non-covered services to Covered Persons.

3.12 Representations and Warranties.

(a) Provider Status. Provider hereby represents and warrants that Provider: (i) has the power and authority to enter into this Agreement; (ii) is legally organized and operated to provide the services contemplated hereunder; (iii) is not in violation of any licensure requirement applicable to Provider under law, Program Contract or Agency rules; (iv) has not been excluded from participation in the Medicare, Medicaid and/or SCHIP programs pursuant to Sections 1128 or 1156 of the Social Security Act; (v) has not been convicted of bribery or attempted bribery of any official or employee of the jurisdiction in which Provider operates, nor made an admission of guilt of such conduct which is a matter of record; (vi) is not presently disbarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from providing Covered Services by any federal or state department or contractor; (vii) is capable of providing all data related to the services provided hereunder in a timely manner as reasonably required by AMERIGROUP to satisfy Regulatory Requirements, including, without limitation, data required under the Health Employer Data and Information Set and National Committee for Quality
Assurance requirements; and (viii) qualifies as a participating provider in all Programs in accordance with the applicable Regulatory Requirements.

(b) Provider Information and Documentation. Provider represents and warrants that all information provided by Provider to AMERIGROUP, including without limitation, information relating to insurance coverage, quality assurance, credentialing, change of ownership of Provider and availability of medical care by Provider to Covered Persons, is true and correct as of the date such information is furnished, and Provider is unaware of any undisclosed facts or circumstances that would make such information inaccurate or misleading. Provider shall provide AMERIGROUP with written notice of any changes to such information within ten (10) business days of such change.

3.13 Reporting Fraud and Abuse. Provider shall cooperate with AMERIGROUP’s anti-fraud compliance program. If Provider identifies any actual or suspected fraud, abuse, or misconduct in connection with the services rendered hereunder, in violation of state or federal law, Provider immediately shall report such activity directly to the Compliance Officer of AMERIGROUP in accordance with the Provider Manual.

3.14 Conformance with Law: Effect of Governmental Action. In addition to and without limiting the applicability of any other sanctions and penalties that may be applicable for Provider’s failure to conform with such federal, state and local laws, rules and regulations, Provider acknowledges and agrees that, in connection with the Medicare Program, Provider’s failure to report potential fraud or abuse may result in sanctions, cancellation of contract, or exclusion from participation in the Medicare Program. Provider agrees to comply with all state and federal laws, rules and regulations that apply to all persons receiving state and federal funds, including without limitation, all applicable Medicare laws, rules and regulations and all CMS instructions.

ARTICLE IV
REIMBURSEMENT

4.1 Claims Submission. Except to the extent Provider is compensated on a capitation basis under this Agreement, Provider shall submit claims on either a current CMS-1500 claim form for professional claims or a CMS-1450 claim form for institutional claims (or successor forms), or the electronic equivalent in the manner and to the location described in the Provider Manual. Provider is encouraged to submit claims information through electronic data interchange (EDI) that allows for automated processing and adjudication of claims. As AMERIGROUP continues to develop electronic interface systems for registration, eligibility and benefit verification and claims processing, Provider will use such electronic interface systems. Provider must use HIPAA compliant billing codes when billing or submitting encounter data. This applies to both electronic and paper claims. When billing codes are updated, Provider is required to use appropriate replacement codes for submitted claims for Covered Services. In its discretion, AMERIGROUP may amend the Agreement as it deems necessary to clarify changes to standard billing codes. Regardless of whether AMERIGROUP so amends the Agreement, AMERIGROUP shall not pay any claims submitted using non-compliant billing codes.
Claims must be submitted within ninety (90) days following the date service is rendered. Claims not received by AMERIGROUP from Provider within such period may be denied payment. AMERIGROUP will not deny Clean Claims for payment solely due to these claims being received after ninety (90) days from the date services were rendered in the event that Provider was unable to determine that the patient was an AMERIGROUP Covered Person, and where Provider timely filed such claim with another payor. In such event, Provider shall have ninety (90) days to resubmit such claim to AMERIGROUP from the date Provider receives a denial from the payor to which Provider originally submitted the claim. Such submission shall include proof of timely filing, and denial by, such other payor.

4.2 Reimbursement. As payment in full for Covered Services provided to Covered Persons hereunder, AMERIGROUP shall pay to Provider the reimbursement specifically set forth in Attachment A. AMERIGROUP shall make payments under this Agreement to the name and address set forth in Provider's Participating Provider application. Reimbursement for Clean Claims shall be made in accordance with all Nevada prompt pay requirements as established under applicable law. Provider agrees to accept payments or appropriate denials made in accordance with this Agreement as payment in full for all Covered Services provided to Covered Persons.

AMERIGROUP reserves the right to conduct chart review upon reasonable notice to Provider at Provider's normal place of business during normal business hours in order to determine the appropriateness of services and/or charges on a specific claim. AMERIGROUP reserves the right to use code-editing software to determine if services are considered part of, incidental to, or inclusive of the primary procedure. Provider shall be responsible for collecting co-payments from Covered Persons to the extent required by Regulatory Requirements. Provider shall promptly submit all information requested by AMERIGROUP reasonably necessary to AMERIGROUP to compensate Provider for services provided hereunder. Provider shall not solicit or accept any surety or guarantee of payment from the Covered Person. Covered Person shall include the patient, parent(s), guardian, spouse or any other legally responsible person of the Covered Person being served.

4.3 [INTENTIONALLY OMITTED]

4.4 Financial Incentives. No provision in this Agreement shall, or shall be construed to, create any incentive, financial or otherwise, for Provider to withhold Medically Necessary services.

4.5 Recoveries from Third Parties. Provider acknowledges and agrees that claims payments made by AMERIGROUP are subject to Program requirements regarding third party liability. Provider shall cooperate with AMERIGROUP's policies and procedures related to third party liability recovery in the event claims for services rendered by Provider to a Covered Person are related to an illness or injury for which a third party may be liable, including, without limitation, claims that may be covered by automobile insurance, workers' compensation coverage, other health insurance, or otherwise give rise to a claim for third party liability, coordination of benefits or subrogation (to the extent permitted by applicable law, Program Contract and Agency requirements). Provider shall take all reasonable actions required by
AMERIGROUP to assist AMERIGROUP in obtaining such recoveries, including executing any appropriate documents reasonably requested by AMERIGROUP to enforce such claims or to assign any payments to AMERIGROUP.

4.6 **Right of Offset.** AMERIGROUP shall request from Provider refunds for any overpayments in writing. Provider shall have forty five (45) calendar days for repayment. In the event repayment is not received within the allowed timeline, AMERIGROUP shall be entitled to offset an amount equal to the overpayment made by AMERIGROUP to Provider against any payments due and payable by AMERIGROUP to Provider under this agreement.

**ARTICLE V**

**PROVISIONS APPLICABLE TO FACILITY PROVIDERS**

5.1 **Provider’s Obligations in Case of Emergency Medical Condition Affecting Covered Person.**

(a) Provider shall render timely and appropriate Medically Necessary services to treat an Emergency Medical Condition affecting a Covered Person, and shall comply with all applicable law related to the post-stabilization care of a Covered Person after an Emergency Medical Condition has been stabilized. Provider shall use its best efforts to notify AMERIGROUP at the time of eligibility verification or by the end of the next business day after admission and identification of a Covered Person as an inpatient, or after rendition of emergency outpatient Covered Services to a Covered Person. Notwithstanding any provision contained in this Agreement, no notification to, or coverage verification or pre-authorization from, AMERIGROUP is required prior to Provider rendering Emergency Services to a Covered Person.

(b) If Emergency Services are required for an Emergency Medical Condition affecting a Covered Person and such Covered Person’s condition cannot be treated at Provider’s facilities, or if no Participating Specialist Physician with hospital privileges at Provider’s facility is available to treat the Covered Person at Provider’s facility, Provider shall arrange for the services of an alternate Participating Hospital, or, as applicable, the services of an alternate Participating Specialist Physician; provided, however, that in the event obtaining the services of an alternate Participating Hospital or an alternate Participating Specialist Physician is impractical, Provider shall arrange for the services by an appropriate non-participating hospital or, as applicable, an appropriate non-participating specialist physician.

5.2 **Claim Submission.** In addition to the other requirements described in this Agreement related to Provider’s claim submission, for inpatient lengths of stay in excess of thirty (30) days, Provider shall provide AMERIGROUP with interim claims within ten (10) days after the end of the initial thirty (30) day period or any successive thirty (30) day period thereafter.

5.3 **Physician Privileges.** Subject to Provider’s medical staff bylaws, Provider shall grant admitting and attending privileges to AMERIGROUP Participating Physicians who satisfy Provider’s credentialing criteria.
PROVISIONS APPLICABLE TO PHYSICIANS AND 
ALLIED HEALTH PROFESSIONALS

5.4 Primary Care Provider Services. If Provider is furnishing Primary Care Services under this Agreement, Provider shall, and shall cause the Primary Care Providers employed by or under contract with Provider to, accept as patients all Covered Persons who are eligible to receive their Primary Care Services from Provider or a Primary Care Provider employed by or under contract with Provider. Provider further agrees to provide, or to arrange for the provision of, appropriate Primary Care Services to such Covered Persons and agrees to perform the case management responsibilities and duties associated with the Primary Care Provider designation as more fully described in the Provider Manual. Provider and any Primary Care Providers employed by or under contract with Provider, shall refer Covered Persons to Specialist Physicians only in accordance with procedures established by AMERIGROUP. Appointment and wait times should be in accordance with usual and customary practices.

5.5 Specialist Physician Services. If Provider is furnishing Specialist Physician services under this Agreement, Provider, and the Specialist Physicians employed by or under contract with Provider, shall accept as patients all Covered Persons who are referred by Primary Care Providers to Provider. Provider shall provide, or arrange for the provision of, appropriate Specialist Physician Covered Services (as may be more specifically described in Attachment A to this Agreement). Provider, and any Specialist Physicians employed by or under contract with Provider, shall refer Covered Persons to other Specialist Physicians only in accordance with procedures established by AMERIGROUP and specifically set forth in the Provider Manual. Appointments and wait times should be in accordance with usual and customary practices.

5.6 Hospital Affiliation and Privileges. Provider, in the case of a solo provider, or any providers employed by or under contract with Provider, in the case of a group provider, shall maintain in effect privileges to practice at one or more Participating Hospitals. Any Provider furnishing Specialist Physician Services must have admitting privileges at a Participating Hospital to maintain participation with AMERIGROUP. Provider shall immediately notify AMERIGROUP in the event any such hospital privileges are revoked, limited, surrendered, or suspended at any hospital or health care facility.

5.7 Participating Provider Requirements. If Provider is a group provider, Provider shall cause all Participating Providers employed by or under contract with Provider to comply with all terms and conditions of this Agreement and the Provider Manual. Notwithstanding the foregoing, Provider acknowledges and agrees that AMERIGROUP is not obligated to accept as Participating Providers all providers employed by or under contract with Provider.

5.8 Post-Stabilization. Provider shall comply with all applicable law related to the post-stabilization care of a Covered Person after an Emergency Medical Condition has been stabilized.

5.9 Automatic Termination: Automatic Exclusion.

(a) Automatic Termination. If Provider is an individual Provider, in addition to the other termination provisions set forth in this Agreement, this Agreement shall
automatically and immediately terminate upon the expiration, surrender, revocation, restriction or suspension of Provider's medical staff privileges at any one or more Participating Hospitals or if Provider fails to maintain active staff privileges with respect to at least one (1) Participating Hospital.

(b) Automatic Exclusion. If Provider is a group provider, then upon the occurrence of any of the actions described in subparagraph (a) above related to the medical staff privileges of an individual Participating Provider employed by or contracted with Provider, AMERIGROUP shall be entitled to exclude such Participating Provider from participation under this Agreement.

5.10 Exclusion of Individual Participating Providers. Notwithstanding any other provision contained in this Agreement, AMERIGROUP shall be entitled to exclude from participation under this Agreement an individual Participating Provider employed by or contracted with Provider, for any of the reasons included in, and in accordance with the terms and conditions of, the termination provisions otherwise included in the Agreement. In the event of such exclusion, this Agreement shall continue in full force and effect as to all other Participating Providers employed by or contracted with Provider who are not so excluded.

5.11 Effect of Termination or Exclusion of Specialist Physicians. In the event any Specialist Physicians employed by or under contract with Provider are excluded from participation under this Agreement, or in the event that Provider is a Specialist Physician, if this Agreement is terminated for any reason, AMERIGROUP shall notify all affected Covered Persons under treatment by such Specialist Physician of such termination prior to the effective date of such termination.

5.12 Emergency Services. Notwithstanding any provision contained in this Agreement, no notification to, or coverage verification or pre-authorization from, AMERIGROUP is required prior to Provider rendering Covered Emergency Services to a Covered Person.

ARTICLE VI
COMPLIANCE WITH REGULATORY REQUIREMENTS

6.1 Compliance with Regulatory Requirements. AMERIGROUP and Provider shall each comply with all applicable Regulatory Requirements related to this Agreement. The failure of this Agreement to expressly reference a Regulatory Requirement applicable to either party in connection with their duties and responsibilities hereunder shall in no way limit such party's obligation to comply with such Regulatory Requirement. Without limiting the foregoing, this Agreement incorporates by reference all applicable federal and state laws, rules and regulations, consent decrees and court orders. Any amendments to or revisions of such laws, regulations, consent decrees or court orders shall automatically be incorporated into the Agreement, as of their respective effective dates. Except as otherwise required under applicable Regulatory requirements, to the extent any provision set forth in this Article VI conflicts with any provision otherwise set forth in this Agreement, the requirements of this Article VI shall control.
6.2 **Hold Harmless.** Provider hereby agrees that in no event, including, but not limited to nonpayment by AMERIGROUP, the insolvency of AMERIGROUP, or breach of this agreement, shall Provider bill, charge, collect a deposit from; seek compensation, remuneration or reimbursement from; or have any recourse against Covered Persons, DHCFP, DOI or persons other than AMERIGROUP for services provided pursuant to this Agreement. This provision shall not prohibit collection from Covered Persons of any applicable co-payments or deductibles billed in accordance with the terms of the subscriber agreement for AMERIGROUP.

Provider further agrees that (i) this provision shall survive the termination of this Agreement regardless of the cause giving rise to such termination and shall be construed to be for the benefit of AMERIGROUP Covered Persons and (ii) this provision supersedes any oral or written agreement to the contrary now existing or hereafter entered into between Provider and the Covered Person or persons acting on the Covered Person's behalf.

6.3 **Rights of Participating Providers.** Nothing in the Agreement shall be construed as prohibiting any Participating Provider from advising or advocating on behalf of a Covered Person, who is his or her patient, for the following:

(a) The Covered Person’s health status, medical or behavioral health care, or treatment options, including alternative treatment that may be self-administered;

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

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

(d) The Covered Person’s right to participate in decisions regarding his or her health care, including the right to refuse treatment and to express preferences about future treatment decisions.

(c) The Covered Person’s right to obtain Medically Necessary Covered Services, with the written authorization of such Covered Person and through the utilization review or grievance processes established by AMERIGROUP.

6.4 **Laboratory Compliance.** If Provider performs laboratory services, Provider shall comply with all requirements of the Clinical Laboratory Improvement Act (“CLIA”), regulations promulgated thereunder and any amendments and successor statutes and regulations thereto. Upon execution of this Agreement, Provider shall furnish written verification to AMERIGROUP that Provider’s laboratory facilities, if any, and those with which it conducts business related to Covered Persons, have appropriate CLIA certification of registration or waiver and a CLIA identification number. Provider shall notify AMERIGROUP in writing of any changes in Provider’s CLIA certification status or the certification status of any laboratory facilities with which Provider conducts business related to Covered Persons within five (5) business days of any such changes.

6.5 **Right to Inspect Records.** The Program, HHS, CMS, the State of Nevada State Medicaid Fraud Unit, and the State of Nevada’s Attorney General’s Office shall have the right to
evaluate through inspection, or other means, whether announced or unannounced, any records pertinent to this Agreement including quality, appropriateness and timeliness of services and such evaluation, when performed, shall be performed with the cooperation of AMERIGROUP and Provider. Upon request, AMERIGROUP shall assist in such reviews.

6.6 Conflicts of Interest. Provider warrants that no part of the total Agreement amount received by Provider under this Agreement shall be paid directly, indirectly or through a parent organization, subsidiary or an affiliated organization to any state or federal officer or employee of the State of Nevada or any immediate family member of a state or federal officer or employee of the State of Nevada as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor, or consultant to the Provider in connection with any work contemplated or performed relative to this Agreement unless disclosed to by DHCFP. For purposes of this Section 6.17, “immediate family member” shall mean a spouse or minor child(ren) living in the household.

Provider shall ensure that it maintains adequate internal controls to detect and prevent conflicts of interest from occurring at all levels of its organization.

6.7 Gratuities. By signing this Agreement, Provider certifies that no member of or delegate of Congress, nor any elected or appointed official or employee of the State of Nevada, the United States General Accounting Office, the United States Department of Health and Human Services, CMS, or any other federal agency has or will benefit financially or materially due to influence in obtaining this Agreement. This Agreement may be terminated by AMERIGROUP, or at the direction of Medicaid, if it is determined that gratuities of any kind were offered to or received by any of the aforementioned officials or employees from Provider or Provider’s agents or employees.

6.8 Lobbying. By signing this Agreement, Provider certifies to the best of its knowledge and belief that federal funds have not been used for lobbying in accordance with 45 CFR Part 93 and 31 USC 1352. Provider shall disclose any lobbying activities using non-federal funds in accordance with and to the extent required by 45 CFR Part 93. Provider agrees, pursuant to 31 U.S.C. § 1352 and 45 C.F.R. Part 93, that no federal appropriated funds have been paid or will be paid to any person by or on behalf of Provider for the purpose of influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the award of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative contract, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant loan, or cooperative contract. Provider agrees to submit any required certifications or take any other actions required under applicable law related to Provider’s compliance with 31 U.S.C. § 1352 and 45 C.F.R. Part 93, or any successor statutes or regulations thereto or promulgated thereunder. If any funds other than federal appropriated funds have been paid or will be paid by Provider to any person for the purpose of influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of any agency, an officer or employee of Congress, or an employee of a member of Congress in connection with the award of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative contract, or the extension,
continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative contract, and the contract exceeds $100,000.00, Provider shall complete and submit Standard Form LLL-"Disclosure of Lobbying Activities" in accordance with its instructions.

6.9 **Federal Medicaid Program Integrity Requirements.** Provider shall prepare and submit to AMERIGROUP applicable disclosures of information in accordance with the requirements specified in 42 CFR, Part 455, Subpart B.

6.10 **Non-Discrimination.** Provider shall abide by the federal Civil Rights Act of 1964, the Federal Rehabilitation Act of 1973, and all other applicable statutes, regulations and orders (including, without limitation, Executive Orders 11246 and 11375, "Equal Employment Opportunities") as amended, and any and all successor statutes, regulations and related orders. Provider shall not exclude any Covered Person from participation in any aid, care, service or other benefit, or deny any Covered Person such services on the grounds of race, color, national origin, sex, age, disability, political beliefs or religion. Provider shall not subject any Covered Person to discrimination due to such Covered Person's status as a Program Contract beneficiary.

6.11 **Financial Disclosure.** Provider shall comply with all financial disclosure requirements under 42 U.S.C. § 1396b(m) and 42 C.F.R. § 434, and all other applicable law.

6.12 **Advance Directives.** Provider shall comply with all applicable requirements under 42 C.F.R. § 434.28 related to Advance Directives.

6.13 **Additional Program Contract Requirements.**

(a) Provider and AMERIGROUP acknowledge and agree that pursuant to Nevada Administrative Code Section 695C.190, the following provisions are included in this Agreement and the parties shall comply with such provisions:

(i) Provider releases the Covered Person from any liability for the cost of services rendered pursuant to this Agreement, except for any nominal payment to be made by the Covered Person, if applicable pursuant to Program Contract or Agency rules, or for a service that is not a Covered Service in accordance with the terms of this Agreement.

(ii) Provider shall participate in AMERIGROUP programs to assure the quality of health care provided to Covered Persons.

(iii) Provider shall provide all medically necessary services required by an applicable Program to each Covered Person for the period for which a premium has been paid to AMERIGROUP.

(iv) If Provider is a physician, Provider shall transfer or otherwise arrange for the maintenance of the records of Covered Persons who are patients of Provider if this Agreement is terminated for any reason or if Provider otherwise leaves the panel of physicians associated with AMERIGROUP.
6.14 Agency and Program Requirements.

(a) AMERIGROUP shall provide a copy of this Agreement to DHCFP, upon request.

(b) Provider shall comply with all relevant provisions of the Medicaid Program Contract appropriate to the Provider's service or activity, specifically including but not limited to the provisions related to confidentiality, federal Health Insurance Portability and Accountability Act requirements, insurance requirements and record retention.

(c) Nothing contained herein shall operate to relieve AMERIGROUP of its legal responsibility under the Medicaid Program Contract.

(d) AMERIGROUP shall monitor Provider's performance on an on-going basis and subject Provider to formal review according to periodic schedules established by the State of Nevada, consistent with industry standards and/or state laws and regulations. If AMERIGROUP identifies deficiencies or areas for improvement in Provider's performance, AMERIGROUP may require Provider to take corrective action.

(e) AMERIGROUP and Provider are responsible for and shall provide immediate notification to DHCFP regarding all suspected recipient and provider fraud and abuse. Provider acknowledges that upon AMERIGROUP's awareness of any disciplinary action, sanction taken against Provider or any suspected fraud or abuse, AMERIGROUP shall immediately inform DHCFP.

ARTICLE VII
RECORDS AND CONFIDENTIALITY

7.1 Records. Provider shall maintain an adequate record system of medical, financial and administrative records for recording services, service providers, charges, dates and all other commonly accepted information elements for services rendered to Covered Persons pursuant to this Agreement (including but not limited to such records as are necessary for the evaluation of the quality, appropriateness, and timeliness of services performed under this Agreement). Such records shall be kept in accordance with industry standards, Regulatory Requirements, including without limitation applicable law regarding confidentiality of Covered Person information. Such records shall be retained by Provider for the period of time required under Regulatory Requirements, but in no event less than ten (10) years from the date the service is rendered. Provider shall provide state and federal agencies access to review records related to services provided hereunder in accordance with Regulatory Requirements. Provider shall permit AMERIGROUP or its designated agent to review records directly related to services provided to Covered Persons, either by providing such records to AMERIGROUP for off-site review, or on-site at Provider's facility, upon reasonable notice from AMERIGROUP and during regular business hours. Provider shall obtain all necessary releases, consents and authorizations from Covered Persons with respect to their medical records to permit AMERIGROUP access to such records. Provider shall supply the records described above at no charge upon request. Covered Persons and their representatives shall be given access to any requested copies of the Covered
Persons' medical records, to the extent and in the manner provided by law as amended and subject to reasonable charges. The requirements of this section pertain to the retention of records for Medicaid purposes only; other state or federal rules may require longer retention periods and Provider shall comply with all such state or federal law and Agency rules. These minimum record keeping periods shall begin to run from the last date of treatment. After these minimum record keeping periods, state law allows for the destruction of records. Said records shall be made available for fiscal audit, medical audit, medical review, utilization review, and other periodic monitoring upon request of authorized representative of the Program. The rights and obligations of the parties under this section shall survive the termination of this Agreement.

7.2 Record Transfer. Provider shall cooperate in the transfer of Covered Persons' medical records to other Participating Providers when required, subject to Regulatory Requirements, and shall assume the cost associated therewith. Following a Covered Person's request for record transfer, Provider shall transfer such Covered Person's medical records in Provider's custody within ten (10) days following the request or such other time period required under Regulatory Requirements.

ARTICLE VIII
COMPLAINT/DISPUTE RESOLUTION

8.1 Complaints of Covered Persons. AMERIGROUP shall notify the Provider concerning any complaint by a Covered Person involving that Provider or a Participating Provider of that Provider in accordance with procedures set forth in the Provider Manual. The provisions of this Article shall only apply to disputes that have complied fully with all grievance and appeal procedures set forth in the Provider Manual.

8.2 Negotiation of Disputes.

(a) In the event of a dispute arising out of this Agreement that is not resolved by, or is not within the scope of relationship management set forth in the Agreement, or that is not resolved by informal discussions among the Parties, the Parties shall negotiate the dispute. Any party may initiate negotiation by sending a written description of the dispute to the other Parties by certified or registered mail or personal delivery. The description shall explain the nature of the dispute in detail and set forth a proposed resolution, including a specific time frame within which the Parties must act. The Party receiving the letter must respond in writing within thirty (30) days with a detailed explanation of its position and a response to the proposed resolution. With in thirty (30) days of the initiating Party receiving this response, principals of the Party who have authority to settle the dispute will meet to discuss the resolution of the dispute. The initiating Party shall initiate the scheduling of this negotiating session.

(b) In the event the Parties are unable to resolve the dispute following the negotiation, a Party shall have the right to pursue all available remedies at law or equity, including injunctive relief.
ARTICLE IX
TERM; TERMINATION

9.1 Term and Renewal. Subject to the terms and conditions otherwise set forth in this Agreement, this Agreement shall have a one (1) year term commencing as of the Effective Date. This Agreement shall automatically terminate at the end of the one (1) year term unless both parties agree in writing to extend this Agreement.

9.2 Termination Without Cause. Notwithstanding any other provision included in this Agreement, Provider and AMERIGROUP shall each be entitled to terminate this Agreement at any time during its term by providing ninety (90) days prior written notice to the other party.

9.3 Termination by Either Party for Cause. Either party may terminate this Agreement for Cause, defined as a material breach of this Agreement by the other party hereto, upon ninety (90) days prior written notice to the other party. The notice shall set forth the reasons for termination and provide the breaching party ninety (90) days to cure such material breach or the termination becomes effective.

9.4 Immediate Termination; Automatic Termination.

(a) Immediate Termination. AMERIGROUP shall be entitled to terminate this Agreement immediately upon AMERIGROUP’s determination made in good faith and with reasonable belief that (A) a Covered Person’s health is subject to imminent danger or a physician’s ability to practice medicine is effectively impaired by an action of the Board of Medicine or other governmental agency or (B) Provider continues a practice or pattern of (1) substantial disregard for the rules and regulations of AMERIGROUP with respect to patient care, or (2) material deviation from the practice and quality assurance standards adopted by AMERIGROUP, or (C) Provider’s continued participation could adversely affect the care of Covered Persons. In addition, AMERIGROUP may immediately terminate this Agreement upon the filing of a petition in bankruptcy for liquidation or reorganization by or against Provider, if Provider becomes insolvent, or if a receiver is appointed for Provider or its property. In the case of termination under this subsection, the effective date of such termination shall be the date set forth in AMERIGROUP’s written notice to Provider notifying Provider of such termination.

(b) Automatic Termination. This Agreement shall automatically and immediately terminate upon the expiration, surrender, revocation, restriction or suspension of any professional license required for Provider to perform the services contemplated hereunder or Provider’s participation in any applicable Program. In addition, if Provider is terminated, barred, suspended or otherwise excluded from participation in, or has voluntarily withdrawn as the result of a settlement agreement related to, any program under Titles XVIII, XIX or XX of the Social Security Act, this Agreement shall automatically and immediately terminate.

9.5 Continuation of Care.

(a) In the event of the termination of this Agreement for any reason except termination of this Agreement for cause by AMERIGROUP pursuant to subsection (c)
below, any Covered Person who is suffering from and receiving active health care services for a chronic or terminal illness or who is an inpatient shall have the right to continue to receive health care services from Provider for a period of up to sixty (60) days from the date of the termination of this Agreement. Any Covered Person who is pregnant and receiving treatment in connection with that pregnancy at the time of termination of this Agreement may continue to receive health care services from Provider for the remainder of her pregnancy and six (6) weeks post-partum.

(b) During the continuity of care provision described in subsection (a) above, Provider shall continue to provide services in accordance with the terms of this Agreement applicable immediately prior to the termination of this Agreement, and AMERIGROUP shall continue to meet all of the obligations of this Agreement.

(c) A Covered Person shall not have the right to continuation of care if the termination of this Agreement is for loss of Provider license, or if the termination of this Agreement is due to reasons related to quality of health care services rendered, which may adversely impact the health, safety or welfare of Covered Persons.

ARTICLE X
MISCELLANEOUS

10.1 Amendment. This Agreement may be amended:

(a) At any time by the mutual agreement of the parties as evidenced in a writing signed by the parties.

(b) If the amendment is being effected by AMERIGROUP to comply with law, or a State Program or Agency requirement, AMERIGROUP shall provide prior written notice to Provider by certified mail return receipt requested. Such amendment shall be effective as of the effective date set forth in the amendment provided, however, if Provider does not agree with AMERIGROUP's interpretation of the applicable law, State Program or Agency requirement and does not agree that the proposed amendment is necessary, or alternatively, does not agree that the amendment in the form proposed by AMERIGROUP would assure compliance with such law, State Program or Agency requirement, then Provider shall be entitled to object to the amendment by written notice provided to AMERIGROUP within forty-five (45) calendar days following Provider's receipt of such proposed amendment. If a timely objection is received by AMERIGROUP, the parties shall negotiate in good faith on a resolution of the objection and the proposed amendment shall not take effect prior to such resolution. If the parties are unable to reach a resolution of the objection, either party shall be entitled to terminate this Agreement as otherwise provided in this Agreement and the proposed amendment shall not take effect during the period prior to the effective date of termination of this Agreement.

10.2 Non-Exclusivity: Volume. This Agreement shall not, nor shall it be construed, to limit or restrict Provider or AMERIGROUP in any manner from entering into any other agreements of any nature whatsoever with other persons or entities for the provision of the same or similar services contemplated hereunder. Neither this Agreement nor anything contained
herein shall, or shall be construed to, guaranty or obligate AMERIGROUP or any other party to provide any minimum number of referrals to Provider hereunder.

10.3 Assignment or Sub-Delegation.

(a) Neither party may assign this Agreement without the prior written consent of the other party; provided however, that AMERIGROUP shall be entitled to assign this Agreement without notice to or the consent of Provider in the event of a sale of substantially all of AMERIGROUP’s assets, or a merger or other reorganization of AMERIGROUP, or a transfer or assignment of this Agreement to any entity owned by, owning or under common ownership with AMERIGROUP.

(b) The rights and obligations of the parties hereunder shall inure to the benefit of, and shall be binding upon, any permitted successors and assigns of the parties

10.4 Liability for Acts and Omissions. Neither party to this Agreement shall be liable for any negligent or wrongful acts, either of commission or omission, chargeable to the other unless such liability is imposed by law, and this Agreement shall not be construed as seeking to either enlarge or diminish any obligation or duty owed by either party to any third party. Without limiting the foregoing, each party hereto acknowledges its obligation hereunder to hold harmless the other party for its acts or omissions to the extent required or permitted pursuant to state and local statutory and common law. Nothing in this section shall be construed to operate for the benefit of any third party.

10.5 Non-Performance Due to Governmental Action. Provider acknowledges and agrees that this Agreement and the arrangement contemplated herein are subject to regulation by state and federal governmental authorities. In the event that any action of any such governmental authority impairs, limits, or delays AMERIGROUP's performance of any obligation hereunder, AMERIGROUP shall be excused from such performance, and AMERIGROUP's failure to perform such obligation for such reason shall not constitute a breach of this Agreement.

10.6 Waiver. Either party's waiver of any breach or violation of this Agreement by the other party shall not, nor shall it be construed to, constitute a waiver of any subsequent breach or violation of this Agreement by the other party. To be effective, all waivers must be in writing and signed by the party to be charged.

10.7 Severability. The invalidity or unenforceability of any provision contained herein shall not affect the validity of any other provisions of this Agreement, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted, or, to the extent permitted by applicable law, such invalid or unenforceable paragraph shall be replaced with another paragraph as similar in terms as may be possible and as may be legal, valid and enforceable.

10.8 Construction. This Agreement shall be construed without regard to any presumption or other rule requiring construction against the party causing this Agreement to be drafted.
10.9 Notice. Any and all notices or other communications required or permitted by this Agreement shall be in writing and shall be delivered by hand delivery, Federal Express, United States Mail, first class, postage prepaid, certified or registered, return receipt requested, or confirmed facsimile, followed by a letter sent via First Class Mail and addressed:

In the Case of Provider, to:

Chief Executive Officer
University Medical Center of Southern Nevada
1800 West Charleston Boulevard
Las Vegas, Nevada 89102

If to AMERIGROUP, at the address set forth in the Provider Manual.

10.10 Independent Contractor Status. In the performance of the work, duties and obligations of the parties to this Agreement, the parties shall be, and at all times are, independent contractors and the relationship between the parties is not that of employer/employee, principal/agent, joint ventures, partnerships or any other relationship other than independent contractors.

10.11 Entire Agreement. This Agreement, together with the AMERIGROUP Provider Manual, and any attachments and amendments thereto constitute the entire Agreement and understanding between the parties with respect to the subject matter hereof, and supersede any prior understandings and agreements between the parties, whether written or oral, with respect to the subject matter hereof. Provider and AMERIGROUP shall waive any terms of this Agreement which, as they pertain to Medicaid Covered Persons, are in conflict with the specifications of the Medicaid Program Contract.

10.12 Captions. The section headings in this Agreement are for convenience of reference only, shall not define or limit the provisions hereof and shall have no legal effect whatsoever.

10.13 Coordination of Defense of Claims. The parties hereto shall make all reasonable efforts, consistent with advice of counsel and their requirements of their respective insurance policies and carriers, to coordinate the defense of claims in which either party is named a defendant, or has a substantial possibility of being named a defendant.

10.14 Governing Law. This Agreement shall be governed by and construed in accordance with the state law of the State of Nevada, excluding and without application of any conflicts of law principles.

10.15 Counterparts. This Agreement and any amendment hereto may be executed in two or more counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.
10.16 **Impossibility of Performance.** Neither party shall be liable, nor deemed to be in default hereunder, for any delay in performance or failure to perform under this Agreement which results directly or indirectly from acts of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, employee strikes or other work interruptions, earthquakes, floods, failure of transportation, or any cause beyond the reasonable control of such party.

10.17 **Health Insurance Portability and Accountability Act of 1996.** AMERIGROUP shall use its best efforts to preserve the confidentiality of Protected Health Information it receives from Hospital, and shall permitted only to use and disclose such information to the extent that Hospital is permitted to use and disclose such information pursuant to the Health Insurance Portability and Accountability Act 1996 (42 U.S.C. 1320d-1329d-8; Regulations”) and applicable state law.

[The remainder of this page is left blank intentionally]
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers or agents.

**AMERIGROUP:**

AMERIGROUP Nevada, Inc. d/b/a AMERIGROUP Community Care

By: [Signature]

Nicholas J. Pace [Name]
VP & Assistant Secretary [Title]

March 19, 2009 [Date]

**Provider:**

University Medical Center of Southern Nevada, on its own behalf and on behalf of its Facilities listed on Exhibit A

By: [Signature]

Kathleen Silver 
Chief Executive Officer
1800 W. Charleston Blvd.
Las Vegas, Nevada 89102
(702) 383-2000

[Date]

APPROVED AS TO FORM:

David Roger, District Attorney

By: [Signature]

Bradley M. Ballard 
Deputy District Attorney
EXHIBIT A
University Medical Center of Southern Nevada

Facilities

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<td>University Medical Center of Southern Nevada Hospital</td>
<td>1800 W. Charleston Blvd. 671-1073 Fax</td>
<td>(702) 383-2347 (702) 671-1073 Fax</td>
<td>(702) 383-2347 (702) 671-1073 Fax</td>
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<td>4333 N. Rancho Drive 871-1073 Fax</td>
<td>(702) 383-2347 (702) 871-1073 Fax</td>
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Hospital Based Clinic

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<td>(702) 383-2631 (702) 685-5752 Fax</td>
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<td>1524 Pinto Lane 671-3749 Fax</td>
<td>(702) 383-3642 (702) 671-3749 Fax</td>
<td>(702) 383-3642 (702) 671-3749 Fax</td>
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<td>Lied Pediatric Ambulatory Care Center</td>
<td>1524 Pinto Lane, 3rd Floor 671-3749 Fax</td>
<td>(702) 383-3642 (702) 671-3749 Fax</td>
<td>(702) 383-3642 (702) 671-3749 Fax</td>
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<td>(702) 383-2631 (702) 685-5752 Fax</td>
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<td>1600 W. Charleston Blvd. LV, NV 89102</td>
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<td>Women's Center</td>
<td>223 W. Charleston Blvd. 871-1073 Fax</td>
<td>(702) 383-2403 (702) 383-2403 Fax</td>
<td>(702) 383-2403 (702) 383-2403 Fax</td>
<td>1600 W. Charleston Blvd. LV, NV 89102</td>
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<tr>
<td>Cast Clinic</td>
<td>1000 Shadow Lane 671-1073 Fax</td>
<td>(702) 383-7303 (702) 383-7303 Fax</td>
<td>(702) 383-7303 (702) 383-7303 Fax</td>
<td>1600 W. Charleston Blvd. LV, NV 89102</td>
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3/19/2009
## EXHIBIT A

University Medical Center Of Southern Nevada

### Primary & Quick Care Centers

<table>
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<tr>
<th>Location</th>
<th>Primary Care</th>
<th>Quick Care</th>
<th>Billing Address</th>
<th>Rate Sheet</th>
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<tr>
<td><strong>Boulder Quick &amp; Primary Care Center</strong></td>
<td>(702) 363-2406 Fax</td>
<td>(702) 383-2300 Fax</td>
<td>1800 W. Charleston Blvd. LV, NV 89102</td>
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<tr>
<td>Office Address</td>
<td>(702) 671-6108 Fax</td>
<td>(702) 671-6105 Fax</td>
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<tr>
<td>5412 Boulder Highway</td>
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<tr>
<td>Las Vegas, NV 89122</td>
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| **Craig Quick & Primary Care Center** | (702) 363-2690 Fax | (702) 363-6270 Fax | 1800 W. Charleston Blvd. LV, NV 89102 | A-2        |
| Office Address                  | (702) 671-6106 Fax | (702) 547-8240 Fax |                                        |            |
| 2202 W. Craig Road              |               |             |                                       |            |
| N. Las Vegas, NV 89032          |               |             |                                       |            |

| **Enterprise Physicals**        |               |             |                                       | A-2        |
| Office Address                  |               |             |                                       |            |
| 1700 Wheeler Peak Street        | N/A           |             | 1800 W. Charleston Blvd. LV, NV 89102 | A-2        |
| Las Vegas, NV 89106             |               |             |                                       |            |

| **Enterprise Quick Care Center** | (702) 363-2565 Fax | (702) 540-8299 Fax | 1800 W. Charleston Blvd. LV, NV 89102 | A-2        |
| Office Address                  | (702) 268-9015 Fax | (702) 296-9015 Fax |                                        |            |
| 1700 Wheeler Peak Street        | N/A           |             |                                       |            |
| Las Vegas, NV 89106             |               |             |                                       |            |

| **Laughlin Quick & Primary Care Center** | (702) 297-1461 Fax | (702) 363-3933 Fax | 1800 W. Charleston Blvd. LV, NV 89102 | A-2        |
| Office Address                  | (702) 459-8497 Fax | (702) 296-5919 Fax |                                        |            |
| 150 Bruce Woodbury Drive        | N/A           |             |                                       |            |
| Laughlin, NV 89029              |               |             |                                       |            |

| **Nellis Quick & Primary Care Center** | (702) 363-6230 Fax | (702) 383-6589 Fax | 1800 W. Charleston Blvd. LV, NV 89102 | A-2        |
| Office Address                  | (702) 459-8497 Fax | (702) 296-5919 Fax |                                        |            |
| 81 North Nellis Blvd.           | N/A           |             |                                       |            |
| Las Vegas, NV 89110             |               |             |                                       |            |

| **Pecos Quick Care & Primary Care Center** | (702) 383-3833 Fax | (702) 383-3850 Fax | 1800 W. Charleston Blvd. LV, NV 89102 | A-2        |
| Office Address                  | (702) 562-2810 Fax | (702) 562-2818 Fax |                                        |            |
| 9320 W. Sahara Road             | N/A           |             |                                       |            |
| Las Vegas, NV 89117             |               |             |                                       |            |

| **Rancho Quick Care & Primary Care Center** | (702) 383-3930 Fax | (702) 383-3800 Fax | 1800 W. Charleston Blvd. LV, NV 89102 | A-2        |
| Office Address                  | (702) 656-0821 Fax | (702) 645-1559 Fax |                                        |            |
| 4331 N. Rancho Road             | N/A           |             |                                       |            |
| Las Vegas, NV 89130             |               |             |                                       |            |

| **Spring Valley Quick & Primary Care Center** | (702) 383-3826 Fax | (702) 383-5645 Fax | 1800 W. Charleston Blvd. LV, NV 89102 | A-2        |
| Office Address                  | (702) 227-8487 Fax | (702) 227-8429 Fax |                                        |            |
| 4180 S. Rainbow, Ste 810       | N/A           |             |                                       |            |
| Las Vegas, NV 89103             |               |             |                                       |            |

| **Summerlin Quick & Primary Care Center** | (702) 383-2650 Fax | (702) 383-3750 Fax | 1800 W. Charleston Blvd. LV, NV 89102 | A-2        |
| Office Address                  | (702) 256-2213 Fax | (702) 256-3231 Fax |                                        |            |
| 2031 N. Buffalo                 | N/A           |             |                                       |            |
| Las Vegas, NV 89128             |               |             |                                       |            |
### EXHIBIT A
University Medical Center Of Southern Nevada

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<tr>
<th>Service Type</th>
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<td><strong>Sunset Quick &amp; Primary Care</strong></td>
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<td>Office Address</td>
<td>Mark Street</td>
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<td>Primary Care</td>
<td>(702) 971-1000</td>
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<tr>
<td></td>
<td>Henderson, NV 89014</td>
<td>(702) 456-0010 Fax</td>
<td>Quick Care</td>
<td>(702) 383-8210</td>
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<td></td>
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<td>(702) 435-7050 Fax</td>
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<tr>
<td><strong>Specialty Care Clinics</strong></td>
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<td>Total Life Care</td>
<td>2231 W. Charleston Blvd.</td>
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<td>Primary Care</td>
<td>(702) 363-2631</td>
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<tr>
<td>LAS VEGAS, NV 89102</td>
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<td>(702) 888-5752 Fax</td>
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<tr>
<td>Lied Pediatric Ambulatory Care (Specialty Clinic)</td>
<td>1524 Pinto Lane, 3rd Floor</td>
<td>S81</td>
<td>Primary Care</td>
<td>(702) 363-3642</td>
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<tr>
<td>LAS VEGAS, NV 89106</td>
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<td>(702) 571-3749 Fax</td>
<td>Quick Care</td>
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ATTACHMENT A-1
RATES

The rates contained in Attachment A-1 are confidential and proprietary in nature, and therefore, are not included as part of the document.
ATTACHMENT A-2
RATES

The rates contained in Attachment A-2 are confidential and proprietary in nature, and therefore, are not included as part of the document.
DISCLOSURE OF OWNERSHIP/PRINCIPALS

Type of Business
☐ Individual  ☐ Partnership  ☐ Limited Liability Company  ☑ Corporation  ☐ Trust  ☐ Other

Business Name: AMERIGROUP Nevada, Inc.
(Include d.b.a., if applicable) AMERIGROUP Community Care

Business Address: 7251 W. Lake Mead Blvd., Suite #104
Las Vegas, NV 89128

Business Telephone: 702-304-9044

Disclosure of Ownership and Principals:

All non-publicly traded corporate business entities must list the names of individuals holding more than five percent (5%) ownership or financial interest in the business entity appearing before the Board.

"Business entities" include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations.

Corporate entities shall list all Corporate Officers and Board of Directors in lieu of disclosing the names of individuals with ownership or financial interest. The disclosure requirement, as applied to land-use transactions, extends to the applicant and the landowner(s).

<table>
<thead>
<tr>
<th>Full Name</th>
<th>Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>Aileen McCormick</td>
<td>Chairperson, Chief Executive Officer and President</td>
</tr>
<tr>
<td>Nicholas J. Pace</td>
<td>Director, Vice President and Assistant Secretary</td>
</tr>
<tr>
<td>Stanley F. Baldwin</td>
<td>Vice President and Secretary</td>
</tr>
<tr>
<td>Richard C. Zoretic</td>
<td>Vice President and Assistant Secretary</td>
</tr>
<tr>
<td>Scott W. Anglin</td>
<td>Vice President and Treasurer</td>
</tr>
<tr>
<td>James W. Truess</td>
<td>Vice President and Assistant Treasurer</td>
</tr>
<tr>
<td>Karen L. Shields</td>
<td>Vice President</td>
</tr>
<tr>
<td>Margaret M. Roomsburg</td>
<td>Vice President</td>
</tr>
<tr>
<td>Linda K. Whitley-Taylor</td>
<td>Vice President</td>
</tr>
</tbody>
</table>

I certify under penalty of perjury, that all of the information provided herein is current, complete, and accurate. I also understand that the Board will not take action on land-use approvals, contract approvals, land sales, leases or exchanges without the completed disclosure form.

Signature / Capacity: Nicholas J. Pace
Print Name: Nicholas J. Pace
Date: March 19, 2009