

Medicare Advantage Dual Eligible Special Needs Plan Agreement

**AGREEMENT
BETWEEN
TEXAS HEALTH AND HUMAN SERVICES COMMISSION
AND
MEDICARE ADVANTAGE DUAL ELIGIBLE SPECIAL NEEDS PLAN**

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BETWEEN
TEXAS HEALTH AND HUMAN SERVICES COMMISSION
AND
MEDICARE ADVANTAGE DUAL ELIGIBLE SPECIAL NEEDS PLAN**

THIS AGREEMENT is made and entered into by the Texas Health and Human Services Commission (“HHSC” or “the State”), an administrative agency within the executive department of the State of Texas, having its principal office at 4900 North Lamar Boulevard, Austin, Texas, 78751, and UnitedHealthcare Insurance Company, Inc. a corporation that offers or administers a Medicare Advantage Dual Eligible Special Needs Plan (“Medicare Advantage Dual Eligible Special Needs Plan” or “MA Dual SNP”), organized under the laws of the State of Connecticut and having a principal place of business at 450 Columbus Blvd., Hartford CT 06103.

Article I. BACKGROUND

The MA Dual SNP has entered into a Medicare Advantage Plan Agreement (“MA Agreement”) with the Centers for Medicare and Medicaid Services (“CMS”). Pursuant to the Texas State Plan, the State is financially responsible for the Cost Sharing Obligations attributable to Dual Eligible Members enrolled in the MA Dual SNP’s Medicare Advantage Product. The State will pay the MA Dual SNP a monthly capitated payment in exchange for the MA Dual SNP’s payment of Cost Sharing Obligations to health care service providers.

Article II. DEFINITIONS

Coinsurance is a percentage of costs normally paid by a MA Dual SNP member for medical services provided under an MA Product. Coinsurance amounts must comply with the terms of the MA Agreement.

Coordination of Care means, for the purposes of this agreement, the MA Dual SNP’s mechanisms that promote increased coordination between the services provided by the MA Dual SNP and the Long-Term Services and Supports (“LTSS”) the Member receives from Medicaid.

Co-payments are fixed dollar amounts that an MA Dual SNP member normally must pay for a medical service provided under a Medicare Advantage Product. Co-payment amounts must comply with the terms of the MA Agreement.

Cost Sharing Obligations mean those financial payment obligations incurred by the State in satisfaction of the Deductibles, Coinsurance, and Co-payments for the Medicare Part A and Part B programs with respect to Dual Eligible Members. For purposes of this Agreement, Cost Sharing Obligations do not include: (1) Medicare premiums that the State is required to pay under the Texas State Plan on behalf of Dual Eligible Members or Other Dual SNP Members, (2) Deductibles, Coinsurance, and Co-payments for the Medicare Part A and Part B programs with respect to Other Dual SNP Members, or (3) wrap-around services that are covered by Medicaid.

Deductible means fixed dollar amounts that an MA Dual SNP member normally must pay out-of-pocket before the costs of services are covered by an MA Dual SNP. Deductibles must comply with the terms of the MA Agreement.

Dual Eligible means a Medicare managed care recipient who is also eligible for Medicaid, and for whom the State has a responsibility for payment of Cost Sharing Obligations under the Texas State Plan. For purposes of this Agreement, Dual Eligibles are limited to the following categories of recipients: QMB Only, QMB Plus, and SLMB Plus.

Dual Eligible Member means a Dual Eligible who is eligible to participate in, and voluntarily enrolled in, the MA Dual SNP's MA Product.

Encounter means a Medicare Part C covered service or group of covered services, as defined by the MA Agreement, delivered by a health care service provider to a Dual Eligible Member during a visit between the Dual Eligible Member and the health care service provider.

Encounter Data means, in the context of the MA Agreement, data elements from an Encounter service event for a fee-for-service claim or capitated services proxy claim.

Long-Term Services and Supports (LTSS) means services and supports provided through Medicaid for individuals who are elderly or have a chronic disability that requires ongoing services and supports for their functional and medical needs. The goal of long-term services and supports is to help these individuals remain as independent as possible and live in the residential setting of their choice which may include living in one's own home, living with their family, living in a group home setting, or wanting institutional placement. LTSS under Medicaid include but are not limited to: assistance with Activities of Daily Living (ADLs); attendant services; nursing; occupational/speech/physical therapies; homemaker services; home modifications; adaptive aids; adult day care; and other rehabilitative and habilitative services and supports that help individuals maximize their independence.

MA Agreement means the Medicare Advantage Plan Agreement between the MA Dual SNP and CMS to provide an MA Product.

MA Product means the Medicare Part C and other health plan services provided to MA Dual SNP members pursuant to an MA Agreement.

Medicaid Only means an individual who is eligible for Medicaid either categorically or through optional coverage groups such as medically needy or special income levels for institutionalized or home and community-based waivers, but who does not meet the federal income or resource criteria for QMB or SLMB.

Medicare Advantage Dual Eligible Special Needs Plan or MA Dual SNP means a Medicare Advantage coordinated care plan that is filed and approved as a dual eligible special needs plan by CMS. The plan must be designed for and offered to individuals who are eligible for Medicare under Title XVIII of the Social Security Act ("SSA") and entitled to medical assistance under the Texas State Plan, in accordance with Title XIX of the SSA.

Network Provider means all providers who have a contract with the MA Dual SNP, or its subcontractor, for the delivery of health care services to the MA Dual SNP's members.

Other Dual SNP Member means a Medicare managed care recipient who is also eligible for Medicaid, but for whom the State does not have a responsibility for payment of Deductibles, Coinsurance, or Co-payments under the Texas State Plan. To qualify as an Other Dual SNP Member, the recipient must be eligible to participate in, and voluntarily enrolled in, the MA Dual SNP's MA Product. For purposes of this Agreement, Other Dual SNP Members are limited to the following categories of recipients *[check all that apply under the terms of the MA Agreement]*. If the Plan does not check any of the below categories and has no such members in its MA Dual SNP, then Plan will have no obligations under this Agreement with respect to Other Dual SNP Members.

SLMB Only

Medicaid Only

QI

QDWI

Qualified Disabled and Working Individual (QDWI) means an individual who lost Medicare Part A benefits due to returning to work, but who is eligible to enroll in the purchase of Medicare Part A. The individual must meet federal income and resource criteria, and may not be otherwise eligible for Medicaid. A QDWI is eligible only for Medicaid payment of Part A premiums.

Qualified Medicare Beneficiary (QMB) means an individual who is entitled to Medicare Part A, meets federal income criteria, and whose resources do not exceed twice the Supplemental Security Income (SSI) limit. A QMB is eligible for Medicaid payment of Medicare premiums, Deductibles, Coinsurance, and Co-payments (except for Medicare Part D) (collectively, these benefits are called “QMB Medicaid Benefits”). Categories of QMBs are:

- **QMB Only** – means a QMB who does not qualify for any additional QMB Medicaid Benefits.
- **QMB Plus** – means a QMB who also meets the financial criteria for full Medicaid coverage. QMB Plus individuals are entitled to QMB Medical Benefits, plus all benefits available under the Texas State Plan for fully eligible Medicaid recipients.

Qualifying Individual (QI) means an individual who is entitled to Medicare Part A, meets federal income and resource criteria, and who is not otherwise eligible for Medicaid. A QI is eligible only for Medicaid payment of Medicare Part B premiums.

Specified Low-income Medicare Beneficiary (SLMB) means an individual who is entitled to Medicare Part A, and meets federal income and resource criteria. A SLMB is eligible for payment of Medicaid payment of Medicare Part B premiums. Categories of SLMBs are:

- **SLMB Only** – means a SLMB does not qualify for any additional Medicaid benefits.
- **SLMB Plus** – means a SLMB who also meets the financial criteria for full Medicaid Coverage. SLMB Plus individuals are entitled to payment of Medicare Part B premiums, plus all benefits available under the Texas State Plan for fully eligible Medicaid recipients.

Article III. MA DUAL SNP’S OBLIGATIONS

Section 3.01 Plan Offer to Dual Eligibles Residing in CMS-approved Service Areas.

(a) The MA Dual SNP will offer the MA Product to Dual Eligibles who: (1) reside in a Texas service area where the MA Dual-SNP has been authorized, per CMS, to offer the MA Dual SNP plan, and (2) are otherwise eligible to receive the MA Product.

(b) The MA Dual SNP has applied to the CMS to provide the MA Product in the Texas service areas described in **Attachment A, Proposed MA Product Service Areas**. No later than 15 business days after CMS approves or denies the MA Dual SNP’s application to provide the MA Product in a Texas service area, the MA Dual SNP must provide the State contact identified in Section 9.08 with written notice of such CMS action. Additionally, the MA Dual SNP must notify the State contact of all amendments to the MA Agreement’s Texas service areas including but not limited to the addition, deletion, or modification to a Texas service area, CMS contract code, plan identification, or plan name. The MA Dual SNP must notify the State contact no later than 15 business days after the effective date of such an amendment to the MA Agreement.

(c) No later than 15 business days after receiving the MA Dual SNP’s notice of CMS’ approval of or amendment to one or more Texas service areas, the State will notify the MA Dual SNP of the effective date of coverage of the Texas service area(s) under this Agreement. All modifications requiring changes to HHSC’s system(s) will be effective prospectively. The MA Dual SNP will begin covering Cost Sharing Obligations for Dual Eligible Members in the Texas service areas that are added to the scope of

this Agreement on the effective date identified in the State's notice, and the State will make payment for such Dual Eligible Members in accordance with Article V.

(d) The State authorizes the MA Dual SNP to add the MA Product to Texas service areas that are not identified in Attachment A, provided it receives prior CMS approval and complies with the notice requirements specified in this Agreement.

Section 3.02 Enrollment.

(a) Unless a Dual Eligible is otherwise not eligible to enroll in the MA Product under federal Medicare Advantage plan rules, the MA Dual SNP will accept all Dual Eligibles who select the MA Dual SNP's MA Product without regard to physical or mental condition, health status or need for or receipt of health care services, claims experience, medical history, genetic information, disability, marital status, age, sex, national origin, race, color, or religion, and will not use any policy or practice that has the effect of such discrimination.

(b) MA Dual SNP will provide enrollment files of Dual Eligible Members and Other Dual SNP Members covering monthly reporting periods. The files must comply with State formatting requirements. After the conclusion of a monthly reporting period, the MA Dual SNP will submit the enrollment file no earlier than the first business day and no later than 20 calendar days following the expiration of a 3-month lag period. The State will then verify eligibility of the Dual Eligible Members with the State's eligibility system and CMS enrollment information, and return the validated enrollment information to MA Dual SNP by the fifth business day of the month following receipt of the enrollment file.¹ If the enrollment file does not include a Dual Eligible Member by the 20th calendar day deadline, the MA Dual SNP: (1) will lose the opportunity to receive the per-member-per-month ("PMPM") capitation payment for such Dual Eligible Member for the reporting period, and (2) will be responsible for all Cost Sharing Obligations for such Dual Eligible Member for the reporting period.

Section 3.03 Health Care Services.

(a) The MA Dual SNP will provide the MA Product to all Dual Eligible Members and Other Dual SNP Members who are qualified to receive such services under the terms of the MA Agreement.

(1) The MA Dual SNP will pay all eligible Network Providers and out-of-network providers the Cost Sharing Obligations incurred on behalf of Dual Eligible Members. Nothing in this Agreement precludes the MA Dual SNP from entering into agreements with Network Providers or out-of-network providers that vary the amount or method of payment for the Cost Sharing Obligations or from utilizing the MA Dual SNP's coordination of benefits procedures.

(2) The MA Dual SNP is not responsible for paying Network Providers or out-of-network providers for the Deductibles, Coinsurance, and Co-payments incurred by Other Dual SNP Members.

(b) Unless the health care service or benefit is also covered under the MA Product, and is thus considered to be a Medicare benefit, the MA Dual SNP is not responsible for providing Medicaid-only wrap services or benefits to Dual Eligible Members or Other Dual SNP Members and is not expected to assume any obligations to provide Medicaid services or benefits other than those outlined in this Agreement. This provision does not limit or otherwise restrict the MA Dual SNP's obligation to provide Coordination of Care pursuant to Section 3.06.

¹ By way of example, the MA Dual SNP must submit the January 2014 enrollment file no earlier than May 1, 2014 (the first business day of the month) and no later than May 20, 2014. The State will return validated enrollment information to the MA Dual SNP no later than June 6, 2014 (the fifth business day of the month).

Section 3.04 Encounter Data.

(a) The State may provide the MA Dual SNP with an Encounter Data Project Plan that establishes the method of transmission of Encounter Data; the submission schedule and format; and a quality validation process with assessment standards. After the State issues the Encounter Data Project Plan, the MA Dual SNP will provide monthly Encounter Data reports to the State. Encounter Data reports must follow the format and include the data elements described in the HIPAA-compliant 837 format and the Encounter Data Project Plan. Encounter Data reports must include all Encounter Data and Encounter Data adjustments processed by the MA Dual SNP during each monthly reporting period, including data adjustments made as a result of recoveries from responsible third parties and recoveries resulting from fraud, waste, or abuse. The MA Dual SNP must comply with the MA Agreement's requirements regarding the collection and reporting of such recoveries.

(b) The Encounter Data Project Plan will also include instructions for submitting Encounter Data for Encounters occurring between the effective date of this Agreement and the issuance of the Encounter Data Project Plan.

(c) Encounter Data provided by the MA Dual SNP must comply with the Encounter Data Project Plan and this Agreement. Encounter Data containing non-compliant information will not be considered in the MA Dual SNP's experience for rate-setting purposes. Non-compliant information includes, without limitation, inaccurate client or member identification numbers, inaccurate provider identification numbers, or diagnosis or procedures codes insufficient to adequately describe the diagnosis or medical procedure performed.

(d) The MA Dual SNP must make original records available for inspection by the State for validation purposes. Encounter Data that does not meet quality standards must be corrected and returned within a time period specified by the State in the Encounter Data Project Plan.

(e) For reporting Encounters to the State, the MA Dual SNP must use the procedure codes, diagnosis codes, and other codes as directed by the State in the Encounter Data Project Plan. Any exceptions will be considered on a code-by-code basis after the State receives written notice from the MA Dual SNP requesting an exception. The MA Dual SNP must also use the provider numbers as directed by the State in the Encounter Data Project Plan.

Section 3.05 Copies of MA Agreement.

Upon execution of this Agreement, the MA Dual SNP will provide the State point of contact, identified in Section 9.08, with a copy of the MA Agreement and all attachments thereto. The MA Dual SNP will provide the actuarial value for Medicare Cost Sharing Obligations for the projection period consistent with the CMS bid submission. The MA Dual SNP agrees to provide the State a summary of its benefit designs for Dual Eligible Members and Other Dual SNP Members as well as financial and encounter data in a set and format that will enable the State to determine the cost of services and utilization experience in order to calculate the PMPM rates. In addition, the MA Dual SNP will also provide all amendments to the MA Agreement and/or the Bid Pricing Tool to the State point of contact within 15 business days of receiving a State request for such information.

Section 3.06 Coordination of Care.

(a) The MA Dual SNP will provide Coordination of Care for Dual Eligible Members and Other Dual SNP Members who are eligible for LTSS, making reasonable efforts to coordinate Medicare Advantage benefits provided by the MA Dual SNP with LTSS provided through the Texas Department of Aging and

Disability Services (DADS) and the STAR+PLUS HMOs. Coordination of Care must include the following for such members:

- (1) identify providers of covered Medicaid LTSS in the Texas service areas identified in Attachment A;
- (2) help access needed Medicaid LTSS, to the extent they are available to the member;
- (3) help coordinate the delivery of Medicaid LTSS and Medicare benefits and services; and
- (4) provide training to its Network Providers regarding Medicaid LTSS so that they may help members receive needed LTSS that are not covered by Medicare. The MA Dual SNP will inform Network Providers of the Medicare benefits and Medicaid LTSS available to Dual Eligible Members and Other Dual SNP Members.

(b) The MA Dual SNP's Coordination of Care efforts for LTSS may include protocols for working with STAR+PLUS service coordinators or DADS caseworkers, as well as protocols for reciprocal referral and communication of data and clinical information regarding Dual Eligible Members with the coordinators and caseworkers.

(c) The MA Dual SNP will notify the STAR+PLUS service coordinator or DADS caseworker, as applicable, no later than 5 business days after receiving notice that a Dual Eligible Member or Other Dual SNP Member has been admitted to a nursing facility.

Section 3.07 Cost Sharing Protections for Dual Eligible Members.

(a) The MA Dual SNP must notify its Network Providers (via a provider manual, provider bulletin, or other contractual document) that Network Providers:

- (1) will not hold a Dual Eligible Member liable for the Cost Sharing Obligations; and
- (2) will accept as payment in full the MA Dual SNP's payment of the Cost Sharing Obligations and will not seek additional payment from the State or a Dual Eligible Member for health care services covered under the MA Product offered by the MA Dual SNP and provided to the Dual Eligible Member.

The MA Dual SNP must provide the State contact identified in Section 9.08 with a copy of such written notice.

(b) The MA Dual SNP will not impose cost sharing on a Dual Eligible Member that exceeds the amount of cost sharing that would be permitted with respect to the Dual Eligible Member under Medicaid if the Dual Eligible Member were not enrolled in an MA Product.

Section 3.08 Information Sharing.

(a) The State will provide the MA Dual SNP with resources regarding the LTSS covered by Medicaid. These resources will include websites and similar resources to educate Network Providers about Medicaid eligibility rules and LTSS covered by Medicaid for which Dual Eligible Members and Other Dual SNP Members may be eligible. Within 30 business days after receiving such information, the MA Dual SNP must post a link to this information on its website.

(b) Texas Medicaid benefits are described in **Attachment B, Texas Medicaid Summary of Benefits**. The MA Dual SNP must include the Texas Medicaid Summary of Benefits in its Member Handbook for the MA Product.

(c) The State and the MA Dual SNP will identify and share information on Medicaid provider participation as follows.

(1) The State will provide the MA Dual SNP with links to online Medicaid LTSS provider information for the traditional fee-for-service and STAR+PLUS programs. Within thirty (30) business days after receiving such information, the MA Dual SNP must post a link to this information on its website.

(2) The MA Dual SNP must notify Dual Eligible Members and Other Dual SNP Members, via member communication materials, that information concerning Medicaid provider participation is available on the MA Dual SNP's and the State's websites, and that Dual Eligible Members may request written copies of Medicaid provider directories by contacting the Texas Medicaid enrollment broker. The MA Dual SNP must ensure this information is provided directly to members by the MA Dual SNP or through the MA Dual SNP's providers. In addition, the MA Dual SNP must assist Dual Eligible Members and Other Dual SNP Members in obtaining printed copies of Medicaid Provider Directories from the Texas Medicaid enrollment broker and/or STAR+PLUS health plans if requested by the member or his or her representative.

(3) The MA Dual SNP must notify Network Providers that information concerning Medicaid provider participation is available on the MA Dual SNP's and the State's websites. The MA Dual SNP must provide this notice in the Network Provider agreement, Network Provider manuals, bulletins, blast faxes, policies and procedures, provider manual updates, or other contractual documents.

(4) The MA Dual SNP must have written procedures for ensuring that Dual Eligible Members and Other Dual SNP Members have access to the services identified in the MA Product, including policies regarding network adequacy that are consistent with the requirements of the MA Agreement. The MA Dual SNP must provide the State with a copy of these policies no later than 5 business days after a request.

(d) The MA Dual SNP will provide the State contact identified in Section 9.08 with the MA SNP HEDIS report submitted to CMS involving the Texas MA Product(s) within 45 calendar days of submission to CMS. Reports should be in the same format submitted to CMS.

(e) The MA Dual SNP must furnish the State contact identified in Section 9.08 with a copy of the complaint tracking module ("CTM") report created by CMS for all members within 30 business days of the MA Dual SNP's receipt of this report from CMS.

(f) The MA Dual SNP must encourage Network Provider skilled nursing facilities to electronically submit to the State Medicaid claims administrator a resident transaction notice within 72 hours after a Dual Eligible Member's admission or discharge from the nursing facility, in accordance with 40 Tex. Admin. Code §19.2615.

Section 3.09 Compliance with Laws.

(a) The MA Dual SNP will comply with all applicable laws, rules, and regulations governing this Agreement. This includes, but is not limited to, all applicable provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") (42 U.S.C. §§1320d—1320d-8), as amended or modified.

(b) Additionally, the MA Dual SNP must comply with HIPAA notification requirements, including those set forth in the Health Information Technology for Economic and Clinical Health Act (HITECH Act) at 42 U.S.C. § 17931 *et. seq.*, as amended or modified. The MA Dual SNP must notify HHSC of all breaches or potential breaches of unsecured protected health information, as defined by the

HITECH Act, without unreasonable delay and in no event later than 60 calendar days after discovery of the breach or potential breach. If, in HHSC's determination, the MA Dual SNP has not provided notice in the manner or format prescribed by the HITECH Act, then HHSC may require the MA Dual SNP to provide such notice.

Article IV. STATE OBLIGATIONS

Section 4.01 Payment.

The State will pay the MA Dual SNP in accordance with Article V of this Agreement.

Section 4.02 Eligibility Verification.

(a) The State will verify Medicaid eligibility for Dual Eligible Members by the fifth business day of the month following the receipt of the MA Dual SNP's monthly enrollment file, in accordance with Section 3.02(b).

(b) The State will allow the MA Dual SNP to make queries on a person-by-person basis to the State's claims administrator's Medicaid eligibility verification system.

Article V. COMPENSATION

Section 5.01 Payment.

(a) The State will pay the MA Dual SNP a per member per month ("PMPM") capitation payment of TEN DOLLARS (**\$10.00**) as payment for the Cost Sharing Obligations for each Dual Eligible Member who is enrolled in the MA Product in a CMS-authorized Texas service area and confirmed by the State as eligible to participate hereunder, regardless of whether the Dual Eligible Member receives health care services during the period covered by the payment. The State will pay each PMPM capitation payment to MA Dual SNP within a reasonable time, not to exceed 30 calendar days after the State returns the validated enrollment file to the MA Dual SNP in accordance with Section 3.02(b).

(b) If the MA Dual SNP includes a Dual Eligible Member on the monthly enrollment file by the deadline set forth in Section 3.02 and the State fails to pay the PMPM capitation payment for such Dual Eligible Member based on State error, the State will pay the MA Dual SNP any undisputed PMPM capitation payment owed the later of: (1) 30 calendar days after receiving written notice of the error from the MA Dual SNP, or (2) 30 calendar days after the resolution of the dispute.

(c) The PMPM capitation payment hereunder will be payment in full for the Cost Sharing Obligations attributable to a Dual Eligible Member as well as all costs associated with the administration of this Agreement. Neither the MA Dual SNP nor its Network Providers will seek additional payment from HHSC, Dual Eligible Members, or health care providers for such Cost Sharing Obligations.

(d) The MA Dual SNP will not be entitled to receive a PMPM capitation payment for Other Dual SNP Members. The MA Dual SNP has agreed to provide services relating to Other Dual SNP Members, as identified in this Agreement, as part of the consideration for receiving the PMPM capitation payment for Dual Eligible Members.

Section 5.02 Rights of Set-off.

With respect to any amount that the State in good faith determines should be reimbursed to it or is otherwise payable to it by the MA Dual SNP pursuant to this Agreement, the State may deduct the entire amount owed against the charges otherwise payable or expenses owed to it under this Agreement until such time as the entire amount determined to be owed has been paid. The State will provide the MA Dual SNP with written notice of and supporting information concerning such offsets, and will be relieved of its obligation to make any payments to the MA Dual SNP until such time as all such amounts have been paid to the State.

Section 5.03 Modification of Payment.

The parties expressly understand and agree that the PMPM capitation rate is subject to modification in accordance with Section 9.07 if the State reasonably determines that: (1) changes in state or federal laws, rules, regulations, or policies materially affect the rate; (2) an amendment, modification, or change to the MA Agreement materially affects the rate; or (3) the Encounter Data or other information justifies a modification to the rate. HHSC will provide the MA Dual SNP notice of a modification to the rate 60 days prior to the effective date of the change, unless HHSC determines that circumstances warrant a shorter notice period. If the MA Dual SNP does not accept the rate change, the parties may terminate this Agreement in accordance with Section 7.03.

Article VI. TERM

Section 6.01 Term.

The term of this Agreement will begin on January 1, 2014 (the “Effective Date”) and end the earlier of: (1) December 31, 2014, or (2) when terminated by a party in accordance with Section 7.03.

Article VII. REMEDIES

Section 7.01 Understanding and expectations.

The remedies described in this Article are directed to MA Dual SNP’s timely and responsive performance of this Agreement, and the creation of a flexible and responsive relationship between the parties. The MA Dual SNP will be subject to performance evaluation by the State. Performance reviews may be conducted at the discretion of the State at any reasonable time and may relate to any responsibility and/or requirement of the MA Dual SNP under this Agreement. Any responsibilities and/or requirements not fulfilled by the MA Dual SNP may be subject to the remedies set forth in this Agreement.

Section 7.02 Tailored remedies.

(a) Understanding of the Parties.

The MA Dual SNP agrees and understands that the State may pursue tailored contractual remedies for material noncompliance with this Agreement, to the extent that noncompliance is not due to adherence with the requirements of the MA Agreement. At any time and at its discretion, the State may impose or pursue one or more remedies for each item of material noncompliance and will determine remedies on a case-by-case basis. The State’s pursuit or non-pursuit of a tailored remedy does not constitute a waiver of any other remedy that the State may have at law or equity.

(b) Corrective action plan.

(1) At its option, the State may require the MA Dual SNP to submit a written plan (the “Corrective Action Plan”) to correct or resolve a breach of this Agreement, as determined by the State.

(2) The Corrective Action Plan must provide:

- (A) A detailed explanation of the reasons for the cited deficiency;
- (B) The MA Dual SNP’s assessment or diagnosis of the cause; and
- (C) A specific proposal to cure or resolve the deficiency.

(3) The Corrective Action Plan must be submitted by the deadline set forth in the State’s request for a Corrective Action Plan. The Corrective Action Plan is subject to approval by the State, which will not be withheld unreasonably.

(4) The State will notify the MA Dual SNP in writing of HHSC’s final disposition of the State’s concerns. If the State accepts MA Dual SNP’s proposed Corrective Action Plan, the State may:

- (A) Condition such approval on completion of tasks in the order of priority that the State may reasonably prescribe;
- (B) Disapprove portions of the MA Dual SNP’s proposed Corrective Action Plan; or
- (C) Require additional or different corrective actions relating to the breach.

Notwithstanding the submission and acceptance of a Corrective Action Plan, the MA Dual SNP remains responsible for achieving all contractual requirements.

(5) The State’s acceptance of a Corrective Action Plan under this Section will not:

- (A) Excuse the MA Dual SNP’s prior substandard performance;
- (B) Relieve the MA Dual SNP of its duty to comply with performance standards; or
- (C) Prohibit HHSC from assessing additional tailored remedies or pursuing other appropriate remedies for continued substandard performance.

(c) Administrative remedies.

(1) At its discretion, the State may impose one or more of the following remedies for each item of material noncompliance and will determine the scope and severity of the remedy on a case-by-case basis:

- (A) Assess liquidated damages up to \$1,000 per month or portion of the month the MA Dual SNP fails to provide Encounter Data as required by Section 3.04, or provides materially incomplete or inaccurate Encounter Data;
- (B) Assess liquidated damages up to \$500 per month or portion of the month the MA Dual SNP fails to provide a complete copy of the MA Agreement and all amendments, modifications, or changes as required by Section 3.05;
- (C) Conduct accelerated monitoring of the MA Dual SNP. Accelerated monitoring includes more frequent or more extensive monitoring by HHSC or its agent;
- (D) Require additional, more detailed data or reports to be submitted by the MA Dual SNP;
- (E) Withhold or recoup payment to the MA Dual SNP; and/or
- (F) Terminate the Contract in accordance with Section 7.03.

(2) For purposes of this Agreement, an item of material noncompliance means a specific action of the MA Dual SNP that:

(A) Violates a material provision of this Agreement;

(B) Represents a failure of MA Dual SNP to be reasonably responsive to a reasonable request of the State for information, assistance, or support relating to this Agreement within the timeframe specified by the State.

(3) The State will provide notice to the MA Dual SNP of its assessment of an administrative remedy, with the exception of accelerated monitoring, which may be unannounced.

(d) Damages.

(1) The State will be entitled to actual, consequential, direct, indirect, special, and/or liquidated damages resulting from the MA Dual SNP's failure to comply with any of the terms of this Agreement. In some cases, the actual damage to the State as a result of the MA Dual SNP's failure to meet any aspect of the responsibilities of this Agreement is difficult or impossible to determine with precise accuracy. Therefore, liquidated damages will be assessed in writing against and paid by the MA Dual SNP in accordance with Section 7.02(c)(1)(A)–(B). Liquidated damages may be assessed if the State determines such failure is the fault of the MA Dual SNP (including the MA Dual SNP's subcontractors or agents) and is not materially caused or contributed to by the State or its agents. If at any time, the State determines the MA Dual SNP has not met any aspect of the responsibilities of this Agreement due to mitigating circumstances, the State reserves the right to waive all or part of the liquidated damages. All such waivers must be in writing, contain the reasons for the waiver, and must be signed by the appropriate executive of HHSC.

(2) The liquidated damages prescribed in Section 7.02(c)(1)(A)–(B) are not intended to be in the nature of a penalty, but are intended to be reasonable estimates of the State's projected financial loss and damage resulting from the MA Dual SNP's nonperformance, including financial loss as a result of project delays. Accordingly, in the event the MA Dual SNP fails to perform in accordance with this Agreement, the State may assess liquidated damages as provided in this Article.

(3) If the MA Dual SNP fails to perform any of the responsibilities described in this Agreement, the State may assess liquidated damages for each occurrence of a liquidated damages event, to the extent consistent with HHSC's tailored approach to remedies and Texas law.

(4) The State may elect to collect liquidated damages:

(A) Through direct assessment and demand for payment delivered to the MA Dual SNP;
or

(B) By deduction of amounts assessed as liquidated damages as set-off against payments then due to the MA Dual SNP or that become due at any time after assessment of the liquidated damages. The State will make deductions until the full amount payable by the MA Dual SNP is received by the State.

(e) Equitable Remedies.

(1) The MA Dual SNP acknowledges that, if the MA Dual SNP breaches (or attempts or threatens to breach) its material obligation under this Agreement, the State may be irreparably harmed. In such a circumstance, the State may proceed directly to court to pursue equitable remedies.

(2) If a court of competent jurisdiction finds that the MA Dual SNP breached (or attempted or threatened to breach) any such obligations, the MA Dual SNP agrees that without any additional

findings of irreparable injury or other conditions to injunctive relief, it will not oppose the entry of an appropriate order compelling performance by the MA Dual SNP and restraining it from any further breaches (or attempted or threatened breaches).

Section 7.03 Termination.

(a) This Agreement may be terminated by mutual written agreement of the parties.

(b) The State may terminate the Agreement in whole or in part and at any time when, in its sole discretion, it determines that termination is in the best interests of the State of Texas. The termination will be effective on the date specified in the State's notice of termination. The State will provide the MA Dual SNP written notice of such termination at least 30 calendar days prior to the effective date of termination, unless the State determines that circumstances warrant a shorter notice period.

(c) In addition to the reasons set forth above, the State reserves the right to terminate this Agreement, in whole or in part, upon the following conditions:

(1) The State may terminate this Agreement at any time if a court of competent jurisdiction finds MA Dual SNP failed to adhere to any laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction and such violation prevents or substantially impairs performance of MA Dual SNP's duties under this Agreement.

(2) The State may terminate this Agreement at any time following the determination by a competent judicial or quasi-judicial authority and MA Dual SNP's exhaustion of all legal remedies that MA Dual SNP, its employees, agents, subcontractors, or representatives have either offered or given any thing of value to an officer or employee of HHSC or the State of Texas in violation of state law. For purposes of this Section, a "thing of value" means any item of tangible or intangible property that has a monetary value of more than \$50.00 and includes, but is not limited to, cash, food, lodging, entertainment, and charitable contributions. The term does not include contributions to holders of public office or candidates for public office that are paid and reported in accordance with state and/or federal law.

(3) The State may terminate the Agreement if funds for the continued fulfillment of this Agreement by the State are at any time not forthcoming or are insufficient, through failure of any entity to appropriate funds or otherwise. The State will provide the MA Dual SNP written notice of such termination at least 120 calendar days prior to termination, unless circumstances warrant a shorter notice period.

(4) The State may terminate the Agreement at any time if the MA Dual SNP: files for bankruptcy; becomes or is declared insolvent, or is the subject of any proceedings related to its liquidation, insolvency, or the appointment of a receiver or similar officer for it; makes an assignment for the benefit of all or substantially all of its creditors; or enters into an agreement for the composition, extension, or readjustment of substantially all of its obligations. MA Dual SNP agrees to pay for all reasonable expenses of the State incident to:

(A) the enforcement of payment of all obligations of the MA Dual SNP by any action or participation in, or in connection with a case or proceeding under Chapters 7, 11, or 13 of the United States Bankruptcy Code, or any successor statute;

(B) a case or proceeding involving a receiver or other similar officer duly appointed to handle the MA Dual SNP's business; or

(C) a case or proceeding in a State court initiated by the State when previous collection attempts have been unsuccessful.

(5) The State will have the right to terminate the Agreement at any time and in whole or in part if it determines, at its sole discretion, that the MA Dual SNP has materially breached the Agreement.

(d) The MA Dual SNP may terminate this Agreement by providing the State written notice at least 30 calendar days prior to termination. The termination will be effective on the date specified in the MA Dual SNP's notice of termination.

(e) In the event of termination pursuant to this Section, the State will pay the PMPM capitation payment for Cost Sharing Obligations incurred through the effective date of termination, provided the MA Dual SNP has complied with the submission requirements set forth in Section 3.02(b). All pertinent provisions of the Agreement will form the basis of settlement. This provision will survive the termination of the Agreement.

Article VIII. DISPUTE RESOLUTION

Section 8.01 General Agreement of the Parties.

The parties mutually agree that the interests of fairness, efficiency, and good business practices are best served when the parties employ all reasonable and informal means to resolve any dispute under this Agreement. The parties express their mutual commitment to using all reasonable and informal means of resolving disputes prior to invoking a remedy provided elsewhere in this Section.

Section 8.02 Duty to Negotiate in Good Faith.

Any dispute that in the judgment of any party to this Agreement may materially or substantially affect the performance of this Agreement will be reduced to writing and delivered to the other party. The parties must then negotiate in good faith and use every reasonable effort to resolve such dispute and the parties shall not resort to any formal proceedings unless they have reasonably determined that a negotiated resolution is not possible. The resolution of any dispute disposed of by agreement between the parties shall be reduced to writing and delivered to all parties within ten (10) business days.

Section 8.03 Claims for Breach of Agreement.

(a) *General Requirement.* As required by Chapter 2260, Texas Government Code, the MA Dual SNP's claim for breach of this Agreement must be resolved in accordance with the dispute resolution process established by the State in accordance with Chapter 2260, Texas Government Code.

(b) *Negotiation of Claims.* The parties expressly agree that the MA Dual SNP's claim for breach of this Agreement that the parties cannot resolve in the ordinary course of business or through the use of all reasonable and informal means will be submitted to the negotiation process provided in Chapter 2260, Subchapter B, Texas Government Code.

(1) To initiate the process, the MA Dual SNP must submit written notice to the State that specifically states that the MA Dual SNP invokes the provisions of Chapter 2260, Subchapter B, Texas Government Code. The notice must comply with the requirements of Chapter 2260, Subchapter B, Texas Government Code and Title 1, Chapter 392, Subchapter B of the Texas Administrative Code.

(2) The parties expressly agree that the MA Dual SNP's compliance with Chapter 2260, Subchapter B, Texas Government Code, will be a condition precedent to the filing of a contested case proceeding under Chapter 2260, Subchapter C, of the Texas Government Code.

(c) *Contested Case Proceedings.* The contested case process provided in Chapter 2260, Subchapter C, Texas Government Code, will be the MA Dual SNP's sole and exclusive process for seeking a remedy for any and all alleged breaches of contract by the State if the parties are unable to resolve their disputes under Section 8.03(b). The parties expressly agree that compliance with the contested case process provided in Chapter 2260, Subchapter C, Texas Government Code, will be a condition precedent to seeking consent to sue the State from the Texas Legislature under Chapter 107, Texas Civil Practices & Remedies Code. Neither the execution of this Agreement by the State nor any other conduct of any representative of the State relating to this Agreement shall be considered a waiver of the State's sovereign immunity to suit.

(d) *HHSC Rules.* The submission, processing and resolution of MA Dual SNP's claim is governed by the rules adopted by the State pursuant to Chapter 2260, Government Code, found at Title 1, Chapter 392, Subchapter B of the Texas Administrative Code in addition to the provisions of Chapter 2260, Texas Government Code.

(e) *MA Dual SNP's Duty to Perform.* Neither the occurrence of an event constituting an alleged breach of contract nor the pending status of any claim for breach of contract is grounds for the suspension of performance, in whole or in part, by the MA Dual SNP of any duty or obligation with respect to the performance of this Agreement. Any changes to the Agreement as a result of a dispute resolution will be implemented in accordance with Section 9.07.

Article IX. MISCELLANEOUS PROVISIONS

Section 9.01 Entire Agreement.

This Agreement is the entire understanding between the parties and supersedes any prior understandings, agreements, or representations, written or oral, relating to the subject matter of this Agreement.

Section 9.02 Signatures & Counterparts.

This Agreement will be effective only when signed by both parties. This Agreement may be executed in separate counterparts, each of which will be an original and all of which taken together will constitute one and the same agreement, and a party may execute this Agreement by signing any counterpart.

Section 9.03 Non-Debarment.

The MA Dual SNP represents that neither it nor any of its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any state or federal health care program.

Section 9.04 Severability.

Whenever possible, each provision of this Agreement will be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Agreement is held to be invalid, illegal, or unenforceable under any applicable law or rule, the validity, legality and enforceability of the other provisions of this Agreement will not be affected or impaired.

Section 9.05 Successors & Assigns.

This Agreement binds all parties and their respective heirs, personal representatives, and, to the extent permitted by Section 9.06, successors and assigns.

Section 9.06 Assignment.

(a) The MA Dual SNP must not assign all or any portion of its rights under or interests in this Agreement or delegate any of its duties without prior written consent of HHSC. Any written request for assignment or delegation must be accompanied by written acceptance of the assignment or delegation by the assignee or delegation by the delegate. Except where otherwise agreed in writing by HHSC, assignment or delegation will not release the MA Dual SNP from its obligations pursuant to this Agreement.

(b) The MA Dual SNP understands and agrees HHSC may in one or more transactions assign, pledge, transfer, or hypothecate this Agreement. This assignment will only be made to another State agency or a non-State agency that is contracted to perform agency support.

Section 9.07 Modification, Amendment, or Waiver.

No provision of this Agreement may be modified, amended, or waived except by a written amendment signed by the parties to this Agreement. No course of dealing between the parties will modify, amend, or waive any provision of this Agreement or any rights or obligations of any party under this Agreement.

Section 9.08 Notices.

All notices, consents, requests, instructions, approvals, or other communications provided for in this Agreement will be in writing and delivered by personal delivery, overnight courier, mail, or electronic facsimile addressed to the receiving party at the address listed in this Section. All such communications will be effective when received.

The State:

Linda Gray Williams
4900 North Lamar Blvd.
Mail Code M-320
Austin, Texas 78751

MA Dual SNP:

Wendy M. Smith, Executive Director DSNP
Cielo Center, Building One
1250 S. Capital of Texas Hwy., Ste. 360
Austin, TX 78746
Fax 512-347-2735

A party may change the contact information in this Section by giving written notice to the other party.

Section 9.09 Audit.

(a) The MA Dual SNP agrees to maintain, and require its subcontractors to maintain, supporting financial information and documents that are adequate to ensure that payment is made in accordance with applicable federal and state requirements. Such documents, including all original claims forms, will be

maintained and retained by the MA Dual SNP or its subcontractors for a period of 10 years from the date the medical service or benefit is provided or until the resolution of all litigation, claim, financial management review, or audit pertaining to this Agreement, whichever is longer. The MA Dual SNP agrees to timely repay any undisputed audit exceptions taken by the State in any audit of the Agreement.

(b) MA Dual SNP must provide, and require its subcontractors to provide, to the State and its designees, access to such financial records and supporting documentation reasonably requested by the State.

(c) If the State determines that it has overpaid the MA Dual SNP, the State will provide the MA Dual SNP with written notice of the overpayment, including the amount of overpayment and supporting information. The MA Dual SNP will promptly pay the State the amount of any undisputed overpayment, plus interest. Interest on such amount will be calculated from the date of receipt by the MA Dual SNP of the undisputed overpaid amount until the date of payment to the State, and will be calculated at the Department of Treasury's Median Rate (resulting from the Treasury's auction of 13-week bills) for the week in which liability is assessed. In the event an audit reveals an overpayment caused in whole or in part by the MA Dual SNP's, its subcontractors' or agents' error, MA Dual SNP will reimburse the State for all costs of such audit.

(d) For purposes of this Section 9.09 only, the term "subcontractor" does not include Network Providers.

Section 9.10 SAO Audit.

The MA Dual SNP understands that acceptance of funds under this Contract acts as acceptance of the authority of the State Auditor's Office ("SAO"), or any successor agency, to conduct an investigation in connection with those funds. The MA Dual SNP further agrees to cooperate fully with the SAO or its successor in the conduct of the audit or investigation, including providing all records requested. The MA Dual SNP will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through MA Dual SNP and the requirement to cooperate is included in any subcontract it awards.

Section 9.11 Access to records, books, and documents.

(a) Upon reasonable notice, MA Dual SNP must provide, and require its subcontractors to provide, the officials and entities identified in this Section with prompt, reasonable, and adequate access to any records, books, documents, and papers that are directly pertinent to the performance of this Agreement.

(b) MA Dual SNP and its subcontractors must provide the access described in this Section upon the State's request. This request may be for, but is not limited to, the following purposes: examination; audit; investigation; contract administration; or the making of copies, excerpts, or transcripts.

(c) The access required must be provided to the following officials and/or entities or their designees: the United States Department of Health and Human Services; the Comptroller General of the United States; the State; the HHSC Office of Investigations and Enforcement; the Office of the State Auditor of Texas; Texas or federal law enforcement agencies; a special or general investigating committee of the Texas Legislature; and any other entity identified by the State.

(d) MA Dual SNP agrees to provide the access described wherever MA Dual SNP maintains such books, records, and supporting documentation. MA Dual SNP further agrees to provide such access in reasonable comfort and to provide any furnishings, equipment, or other conveniences deemed reasonably

necessary to fulfill the purposes described in this Section. MA Dual SNP will require its subcontractors to provide comparable access and accommodations.

Section 9.12 Headings.

The headings and any table of contents contained in this Agreement are for reference purposes only and will not in any way affect the meaning or interpretation of this Agreement.

Section 9.13 Governing Law & Venue.

This Agreement is governed by the laws of the State of Texas and interpreted in accordance with Texas law, except to the extent preempted by federal law. Provided the MA Dual SNP first complies with the procedures set forth in Article VIII, "Dispute Resolution," proper venue for a claim arising from this Agreement will be in a court of competent jurisdiction in Travis County, Texas. Additionally, any equitable remedy pursued by the State as referenced in Section 7.02(e) will be filed in a court of competent jurisdiction in Travis County, Texas.

Section 9.14 No Third-party Beneficiaries.

Nothing in this Agreement, express or implied, is intended to confer upon any other person any rights, remedies, obligations, or liabilities of any nature whatsoever.

Section 9.15 Publicity.

Except as otherwise required by this Agreement or by law, no party will issue or cause to be issued any press release or make or cause to be made any other public statement as to this Agreement or the relationship of the parties, without obtaining the prior approval of the other party to the contents and manner of presentation and publication.

Section 9.16 No Waiver.

No delay on the part of either party in exercising any right under this Agreement will operate as a waiver of such right. No waiver, express or implied, by either party of any right or any breach by the other party will constitute a waiver of any other right or breach by the other party.

Section 9.17 Anti-trust.

The MA Dual SNP hereby certifies to the State that neither the MA Dual SNP, nor the person represented by the MA Dual SNP, nor any person acting for the represented person, has been found by a judgment of a court of law to have violated the antitrust laws codified by Chapter 15, Texas Business and Commerce Code, or the federal antitrust laws.

Section 9.18 CMS Approval.

This Agreement is subject to, and conditioned upon, CMS' approval of a Texas State Plan Amendment governing the use of a capitated fee arrangement with MA Dual SNPs to satisfy the State's Cost Sharing Obligations.

Section 9.19 Requests for public information.

(a) The State agrees that it will promptly notify the MA Dual SNP of a request for disclosure of information filed in accordance with the Texas Public Information Act, Chapter 552 of the Texas Government Code, that consists of information identified by the MA Dual SNP as “confidential information,” including without limitation, information to which the MA Dual SNP believes it has a proprietary or commercial interest. The State will deliver a copy of the request for public information to the MA Dual SNP.

(b) With respect to any information that is the subject of a request for disclosure, the MA Dual SNP is required to demonstrate to the Texas Office of Attorney General the specific reasons why the requested information or data is confidential or otherwise excepted from required public disclosure under law. The MA Dual SNP will provide the State contact identified in Section 9.08 with copies of all such communications.

(c) To the extent authorized under the Texas Public Information Act, the State agrees to safeguard from disclosure information received from the MA Dual SNP that the MA Dual SNP identifies as confidential information. The MA Dual SNP must clearly mark such information as confidential information or provide written notice to the State contact identified in Section 9.08 that it considers the information confidential and must explain why the information is confidential under the recognized exceptions of the Texas Public Information Act.

This Agreement is executed by the parties in their stated capacities below.

TEXAS HEALTH AND HUMAN SERVICES
COMMISSION

By: _____

Chris Traylor

Chief Deputy Commissioner

Date: _____

5-28-13

MEDICARE ADVANTAGE DUAL ELIGIBLE
SPECIAL NEEDS PLAN

By: _____

Printed Name: Donald Langer

Title: Plan President

Date: _____

3-27-13

ATTACHMENT B – TEXAS MEDICAID SUMMARY OF BENEFITS

Texas Medicaid covers the following benefits if the Member meets all applicable requirements.

Benefit Category	Texas Medicaid
<p>Ambulance Services (medically necessary ambulance services)</p>	<p>Medicaid pays for this service if it is not covered by Medicare or when the Medicare benefit is exhausted. \$0 co-pay for Medicaid-covered services</p>
<p>Assistive Communication Devices (also known as Augmentative Communication Device (ACD) System)</p>	<p>For Members who meet the criteria, Medicaid pays for this service if it is not covered by Medicare or when the Medicare benefit is exhausted. \$0 co-pay for Medicaid-covered services</p>
<p>Bone Mass Measurement (for people who are at risk)</p>	<p>Bone density screening is a benefit of Texas Medicaid. For Members who meet the criteria, Medicaid pays for this service if it is not covered by Medicare or when the Medicare benefit is exhausted. \$0 co-pay for Medicaid-covered services</p>
<p>Cardiac Rehabilitation</p>	<p>Medicaid pays for this service if it is not covered by Medicare or when the Medicare benefit is exhausted \$0 co-pay for Medicaid-covered services</p>
<p>Chiropractic Services</p>	<p>Chiropractic manipulative treatment (CMT) performed by a chiropractor licensed by the Texas State Board of Chiropractic Examiners is a benefit of Texas Medicaid. Medicaid pays for this service if it is not covered by Medicare or when the Medicare benefit is exhausted. \$0 co-pay for Medicaid-covered services</p>
<p>Colorectal Screening Exams (for people aged 50 and older)</p>	<p>Medicaid pays for this service if it is not covered by Medicare or when the Medicare benefit is exhausted. \$0 co-pay for Medicaid-covered services</p>
<p>Dental Services (for people who are 20 years of age or younger; or 21 years of age or older in an ICF-MR)</p>	<p>For Members who meet the criteria, Medicaid pays for this service if it is not covered by Medicare or when the Medicare benefit is exhausted. \$0 co-pay for Medicaid-covered services</p>
<p>Diabetic Supplies (includes coverage for test strips, lancets, and screening tests)</p>	<p>Medicaid pays for this service if it is not covered by Medicare or when the Medicare benefit is exhausted. \$0 co-pay for Medicaid-covered services</p>

Benefit Category	Texas Medicaid
Diagnostic Tests, X-Rays, Lab Services, and Radiology Services	Medicaid pays for this service if it is not covered by Medicare or when the Medicare benefit is exhausted. \$0 co-pay for Medicaid-covered services
Doctor and Hospital Choice	Members should follow Medicare guidelines related to hospital and doctor choice.
Doctor Office Visits	Medicaid pays for this service if it is not covered by Medicare or when the Medicare benefit is exhausted. \$0 co-pay for Medicaid-covered services
Durable Medical Equipment (includes wheelchairs, oxygen)	Medicaid pays for this service if it is not covered by Medicare or when the Medicare benefit is exhausted. \$0 co-pay for Medicaid-covered services
Emergency Care (Any emergency room visit if the member reasonably believes he or she needs emergency care.)	Medicaid pays for this service if it is not covered by Medicare or when the Medicare benefit is exhausted. \$0 co-pay for Medicaid-covered services
End-Stage Renal Disease	Medicaid pays for this service if it is not covered by Medicare or when the Medicare benefit is exhausted. \$0 co-pay for Medicaid-covered services
Health/Wellness Education (nutritional counseling for children, smoking cessation for pregnant women, and adult annual exam)	Medicaid pays for this service if it is not covered by Medicare or when the Medicare benefit is exhausted. \$0 co-pay for Medicaid-covered services
Hearing Services	Medicaid pays for this service if it is not covered by Medicare or when the Medicare benefit is exhausted. \$0 co-pay for Medicaid-covered services
Home Health Care (includes medically necessary intermittent skilled nursing care, home health aide services, private duty nursing services, and personal care services)	Medicaid pays for this service if it is not covered by Medicare or when the Medicare benefit is exhausted. \$0 co-pay for Medicaid-covered services

Benefit Category	Texas Medicaid
Hospice	<p>Medicaid pays for this service for certain Waiver Members if it is not covered by Medicare or when the Medicare benefit is exhausted.</p> <p>\$0 co-pay for Medicaid-covered services</p> <p><i>Note: When adult clients elect hospice services, they waive their rights to all other Medicaid services related to their terminal illness. They do not waive their rights to Medicaid services unrelated to their terminal illness.</i></p>
Immunizations	<p>Medicaid pays for this service if it is not covered by Medicare or when the Medicare benefit is exhausted.</p> <p>\$0 co-pay for Medicaid-covered services</p>
Inpatient Hospital Care	<p>Inpatient hospital stays are a covered benefit. Medicaid pays coinsurance, co-payments, and deductibles for Medicare covered services. Members should follow Medicare guidelines related to hospital choice.</p> <p>\$0 co-pay for Medicaid-covered services</p>
Inpatient Mental Health Care	<p>Inpatient psychiatric hospital stays are a covered benefit for children. Inpatient hospital stays for acute psychiatric treatment are a covered benefit for adults. Medicaid pays coinsurance, co-payments, and deductibles for Medicare covered services. Members should follow Medicare guidelines related to hospital choice.</p> <p>\$0 co-pay for Medicaid-covered services</p>
Mammograms (Annual Screening)	<p>Medicaid pays for this service if it is not covered by Medicare or when the Medicare benefit is exhausted.</p> <p>\$0 co-pay for Medicaid-covered services</p>
Monthly Premium	<p>Medicaid assistance with premium payment may vary based on your level of Medicaid eligibility.</p>
Orthotic and Prosthetic Devices (includes braces, artificial limbs and eyes, etc.)	<p>For Members birth through age 20 (CCP), Medicaid pays for this service if it is not covered by Medicare or when the Medicare benefit is exhausted.</p> <p>Medicaid pays for breast prostheses for Members of all ages if not covered by Medicare or when the Medicare benefit is exhausted.</p> <p>\$0 co-pay for Medicaid-covered services</p>
Outpatient Mental Health Care	<p>Medicaid pays for this service if it is not covered by Medicare or when the Medicare benefit is exhausted.</p> <p>\$0 co-pay for Medicaid-covered services</p>

Benefit Category	Texas Medicaid
Outpatient Rehabilitation Services	For Members birth through age 20, Medicaid pays for this service if it is not covered by Medicare or when the Medicare benefit is exhausted. \$0 co-pay for Medicaid-covered services
Outpatient Services/Surgery	Medicaid pays for certain surgical services if it is not covered by Medicare or when the Medicare benefit is exhausted. \$0 co-pay for Medicaid-covered services
Outpatient Substance Use Disorder (assessment, ambulatory treatment/detox, and MAT)	Medicaid pays for this service if it is not covered by Medicare or when the Medicare benefit is exhausted. \$0 co-pay for Medicaid-covered services
Pap Smears and Pelvic Exams (for women)	Medicaid pays for this service if it is not covered by Medicare or when the Medicare benefit is exhausted. \$0 co-pay for Medicaid-covered services
Podiatry Services	Medicaid pays for this service if it is not covered by Medicare or when the Medicare benefit is exhausted. \$0 co-pay for Medicaid-covered services
Prescription Drugs	\$0 co-pay for Medicaid covered prescription drugs not covered by Medicare Part D <i>Note: Medicaid will not cover any Medicare Part D drug.</i>
Prostate Cancer Screening Exams	Medicaid pays for this service if it is not covered by Medicare or when the Medicare benefit is exhausted. \$0 co-pay for Medicaid-covered services
Skilled Nursing Facility (SNF) (in a Medicare-certified Skilled Nursing Facility)	Medicaid pays for this service if it is not covered by Medicare or when the Medicare benefit is exhausted. \$0 co-pay for Medicaid-covered services
Telemedicine Services	Medicaid pays for this service if it is not covered by Medicare or when the Medicare benefit is exhausted. \$0 co-pay for Medicaid-covered services
Transportation (routine)	The Medicaid Medical Transportation Program (MTP) provides non-emergency transportation, if it is not covered by Medicare. \$0 co-pay for Medicaid-covered services

Benefit Category	Texas Medicaid
Urgently Needed Care (this is NOT emergency care, and in most cases, is out of the service area)	Medicaid pays for this service if it is not covered by Medicare or when the Medicare benefit is exhausted. Members of a Medicaid managed care organization should check with their health plan to ensure coverage is available through a network provider. \$0 co-pay for Medicaid-covered services
Vision Services	Medicaid pays for this service if it is not covered by Medicare or when the Medicare benefit is exhausted. \$0 co-pay for Medicaid-covered services <i>Note: Services by an optician are limited to fitting and dispensing of medically necessary eyeglasses and contact lenses.</i>

HOME AND COMMUNITY BASED WAIVER SERVICES	
Those who meet QMB requirements and also meet the financial criteria for full Medicaid coverage, may be eligible to receive all Medicaid services not covered by Medicare, including Medicaid waiver services. Waiver services are limited to individuals who meet additional Medicaid waiver eligibility criteria.	
Community Based Alternatives (CBA) Waiver	For information on waiver services and eligibility for this waiver, contact the Department of Aging and Disability Services (DADS).
Community Living Assistance and Support Services (CLASS) Waiver	For information on waiver services and eligibility for this waiver, contact the Department of Aging and Disability Services (DADS).
Consolidated Waiver Program (CWP)—Bexar County/San Antonio Only	For information on waiver services and eligibility for this waiver, contact the Department of Aging and Disability Services (DADS).
Deaf Blind with Multiple Disabilities Waiver (DB-MD)	For information on waiver services and eligibility for this waiver, contact the Department of Aging and Disability Services (DADS).
Home and Community Services (HCS) Waiver	For information on waiver services and eligibility for this waiver, contact the Department of Aging and Disability Services (DADS).
Medically Dependent Children Program (MDCP)	For information on waiver services and eligibility for this waiver, contact the Department of Aging and Disability Services (DADS).
STAR+PLUS Program (operating under the Texas Healthcare Transformation and Quality Improvement Program Waiver)	For information on waiver services and eligibility for this waiver, contact the Department of Aging and Disability Services (DADS).
Texas Home Living Waiver (TxHmL)	For information on waiver services and eligibility for this waiver, contact the Department of Aging and Disability Services (DADS).



**State of Texas
Health & Human Services Commission**

Child Support Certification

I.

Section 231.006, Texas Family Code, as amended by Section 82 of House Bill No. 433, 74th Regular Legislative Session (Acts 1995, 74th Leg., R.S., ch. 751), prohibits the payment of state funds under a grant, contract, or loan to

- a person who is more than 30 days delinquent in the payment of child support, and
- a business entity in which such a person is the sole proprietor, partner, shareholder or owner with an ownership interest of at least 25%.

Section 231.006 further provides that a person or business entity that is ineligible to receive payments for the reasons stated above shall continue to be ineligible to receive payments from the state under a contract, grant, or loan until

- all arrearages have been paid, or
- the person is in compliance with a written repayment agreement or court order as to any existing delinquency.

Section 231.006 further requires each bid, or application for a contract, grant, or loan to include

- the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25% of the business entity submitting the bid or application, and
- the statement in Part III below.

Section 231.006 authorizes a state agency to terminate a contract if it determines that statement required below is inaccurate or false. In the event the statement is determined to be false, the vendor is liable to the state for attorney's fees, costs necessary to complete the contract [including the cost of advertising and awarding a second contract], and any other damages provided by law or contract.

II.

In accordance with Section 231.006, the names and social security numbers of the individual identified in the contract, bid, or application, or of each person with a minimum 25% ownership interest in the business entity identified therein are provided below.

Name

Social Security #

_____	_____
_____	_____
_____	_____
_____	_____

III.

As required by Section 231.006, the undersigned certifies the following:

"Under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment, and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate."

Donald Langer

 Signature
 Donald Langer

 Printed Name

plan president

 Title
 3-25-13

 Date

CERTIFICATION
REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS

Federal Executive Orders 12549 and 12689 require the Texas Health and Human Services Commission (HHSC) to screen each covered potential contractor to determine whether each has a right to obtain a contract in accordance with federal regulations on debarment, suspension, ineligibility, and voluntary exclusion. Each covered contractor must also screen each of its covered subcontractors.

In this certification "contractor" refers to both contractor and subcontractor; "contract" refers to both contract and subcontract.

By signing and submitting this certification the potential contractor accepts the following terms:

1. The certification herein below is a material representation of fact upon which reliance was placed when this contract was entered into. If it is later determined that the potential contractor knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the Department of Health and Human Services, United States Department of Agriculture or other federal department or agency, or the HHSC may pursue available remedies, including suspension and/or debarment.
2. The potential contractor will provide immediate written notice to the person to which this certification is submitted if at any time the potential contractor learns that the certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The words "covered contract", "debarred", "suspended", "ineligible", "participant", "person", "principal", "proposal", and "voluntarily excluded", as used in this certification have meanings based upon materials in the Definitions and Coverage sections of federal rules implementing Executive Order 12549. Usage is as defined in the attachment.
4. The potential contractor agrees by submitting this certification that, should the proposed covered contract be entered into, it will not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department of Health and Human Services, United States Department of Agriculture or other federal department or agency, and/or the HHSC, as applicable.

Do you have or do you anticipate having subcontractors under this proposed contract? Yes No

5. The potential contractor further agrees by submitting this certification that it will include this certification titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion for Covered Contracts" without modification, in all covered subcontracts and in solicitations for all covered subcontracts.
6. A contractor may rely upon a certification of a potential subcontractor that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless it knows that the certification is erroneous. A contractor must, at a minimum, obtain certifications from its covered subcontractors upon each subcontract's initiation and upon each renewal.
7. Nothing contained in all the foregoing will be construed to require establishment of a system of records in order to render in good faith the certification required by this certification document. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for contracts authorized under paragraph 4 of these terms, if a contractor in a covered contract knowingly enters into a covered subcontract with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, Department of Health and Human Services, United States Department of Agriculture, or other federal department or agency, as applicable, and/or the HHSC may pursue available remedies, including suspension and/or debarment.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS

Indicate in the appropriate box which statement applies to the covered potential contractor:

- The potential contractor certifies, by submission of this certification, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any federal department or agency or by the State of Texas.
- The potential contractor is unable to certify to one or more of the terms in this certification. In this instance, the potential contractor must attach an explanation for each of the above terms to which he is unable to make certification. Attach the explanation(s) to this certification.

Name of Potential Contractor <i>United Healthcare Insurance Company</i>	Vendor ID No. or Social Security No. <i>32513</i>	HHSC Contract No. (if applicable)
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Signature of Authorized Representative <i>Donald Langer</i>	Printed/Typed Name and Title of Authorized Representative <i>Donald, Langer, plan president</i>
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CERTIFICATION
REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS

DEFINITIONS

Covered Contracts/Subcontract.

- (1) Any nonprocurement transaction which involves federal funds (regardless of amount and including such arrangements as subgrant and are between HHSC or its agents and another entity.
- (2) Any procurement contract for goods or services between a participant and a person, regardless of type, expected to equal or exceed the federal procurement small purchase threshold fixed at 10 U.S.C. 2304(g) and 41 U.S.C. 253(g) (currently \$25,000) under a grant or subgrant.
- (3) Any procurement contract for goods or services between a participant and a person under a covered grant, subgrant, contract or subcontract, regardless of amount, under which that person will have a critical influence on or substantive control over that covered transaction:
 - a. Principal investigators.
 - b. Providers of audit services required by the HHSC or federal funding source.
 - c. Researchers.

Debarment. An action taken by a debarring official in accordance with 45 CFR Part 76 (or comparable federal regulations) to exclude a person from participating in covered contracts. A person so excluded is "debarred".

Grant. An award of financial assistance, including cooperative agreements, in the form of money, or property in lieu of money, by the federal government to an eligible grantee.

Ineligible. Excluded from participation in federal nonprocurement programs pursuant to a determination of ineligibility under statutory, executive order, or regulatory authority, other than Executive Order 12549 and its agency implementing regulations; for example, excluded pursuant to the Davis-Bacon Act and its implement regulations, the equal employment opportunity acts and executive orders, or the environmental protection acts and executive orders. A person is ineligible where the determination of ineligibility affects such person's eligibility to participate in more than one covered transaction.

Participant. Any person who submits a proposal for, enters into, or reasonably may be expected to enter into a covered contract. This term also includes any person who acts on behalf of or is authorized to commit a participant in a covered contract as an agent or representative of another participant.

Person. Any individual, corporation, partnership, association, unit of government, or legal entity, however organized, except: foreign governments or foreign governmental entities, public international organizations, foreign government owned (in whole or in part) or controlled entities, and entities consisting wholly or partially of foreign governments or foreign governmental entities.

Principal. Officer, director, owner, partner, key employee, or other person within a participant with primary management or supervisory responsibilities; or a person who has a critical influence on or substantive control over a covered contract whether or not the person is employed by the participant. Persons who have a critical influence on or substantive control over a covered transaction are:

- (1) Principal investigators.
- (2) Providers of audit services required by the HHSC or federal funding source.
- (3) Researchers.

Proposal. A solicited or unsolicited bid, application, request, invitation to consider or similar communication by or on behalf of a person seeking to receive a covered contract.

Suspension. An action taken by a suspending official in accordance with 45 CFR Part 76 (or comparable federal regulations) that immediately excludes a person from participating in covered contracts for a temporary period, pending completion of an investigation and such legal, debarment, or Program Fraud Civil Remedies Act proceedings as may ensue. A person so excluded is "suspended".

Voluntary exclusion or voluntarily excluded. A status of nonparticipation or limited participation in covered transactions assumed by a person pursuant to the terms of a settlement.

CERTIFICATION REGARDING FEDERAL LOBBYING
(Certification for Contracts, Grants, Loans, and Cooperative Agreements)

PREAMBLE

Federal legislation, Section 319 of Public Law 101-121 generally prohibits entities from using federally appropriated funds to lobby the executive or legislative branches of the federal government. Section 319 specifically requires disclosure of certain lobbying activities. A federal government-wide rule, "New Restrictions on Lobbying", published in the Federal Register, February 26, 1990, requires certification and disclosure in specific instances and defines terms:

Covered Awards and Subawards--Contracts, grants, and cooperative agreements over the \$100,000 threshold need (1) certifications, and (2) disclosures, if required. (See certification term number 2 concerning disclosure.)

Lobbying--To lobby means "to influence or attempt to influence an officer or employee of any agency (federal), a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any of the following covered federal actions:

- the awarding of any federal contract,
- the making of any federal grant,
- the making of any federal loan,
- the entering into of any cooperative agreement, and
- the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement".

Limited Use of Appropriated Funds Not Prohibited--The prohibition on using appropriated funds does not apply to activities by one's own employees with respect to:

- liaison activities with federal agencies and Congress not directly related to a covered federal action;
- providing any information specifically requested by a federal agency or Congress;
- discussion and/or demonstration of products or services if not related to a specific solicitation or a covered action; or
- professional and technical services in preparing, submitting or negotiating any bid, proposal or application for a federal contract, grant loan or cooperative agreement or for meeting legal requirements conditional to receipt of any federal contract, grant, loan or cooperative agreement. (The prohibition also does not apply to such services provided by nonemployees for the same purposes.)

Professional and Technical Services--Professional and technical services shall be advice and analysis directly applying any professional or technical expertise. Note that the professional and technical services exemption is specifically limited to the merits of the matter.

Other Allowable Activities--The prohibition on use of federally appropriated funds does not apply to influencing activities not in connection with a specific covered federal action. These activities include those related to legislation and regulations for a program versus a specific covered federal action.

Funds Other Than Federal Appropriations--There is no federal restriction on the use of nonfederal funds to lobby the federal government for contracts, grants, and cooperative agreements.

Applicability of Other State and Federal Requirements--Neither the government-wide rule nor the law affect either (1) the applicability of cost principles in OMB circulars A-87 and A-122, or (2) riders to the Texas State Appropriations Acts which disallow use of state funds for lobbying.

TERMS OF CERTIFICATION

This certification applies only to the instant federal action for which the certification is being obtained and is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for 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 awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federally appropriated funds have been paid or will be paid to any person for 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 these federally funded contract, subcontract, subgrant, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions. (If needed, contact your Health and Human Services Commission procurement officer or contract manager to obtain a copy of Standard Form-LLL.)
3. The undersigned shall require that the language of this certification be included in the award documents for all covered subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all covered subrecipients will certify and disclose accordingly.

Do you have or do you anticipate having covered subawards under this transaction? Yes No

Name of Contractor/Potential Contractor <i>United Healthcare Insurance Company</i>		Vendor ID No. or Social Security No.	HHSC Contract No. (if applicable)
Name of Authorized Representative (type or print) <i>Donald Langer</i>	Title <i>Plan President</i>	Signature--Authorize Representative <i>Donald Langer</i>	Date <i>3-25-13</i>



**State of Texas
Health & Human Services Commission**

Nondisclosure Statement

Acknowledgment

As a contractor to the Texas Health & Human Services Commission, I have been provided access to information, systems, operations, or procedures that are security sensitive or have been identified as confidential by the Health & Human Services Commission, the State of Texas, or the United States Government. As such, I acknowledge the following:

- that my access to this information is provided solely in my capacity as a contractor to the Texas Health & Human Services Commission;
- that access to this information is solely for the purpose of discharging my duties or the duties of my employer under Texas Health & Human Services Commission contract number HHSC-____-____-____;
- that premature or unauthorized disclosure of this information will irreparably harm the interests of the State of Texas and the Texas Health & Human Services Commission and may constitute a violation of Section 39.02 of the Texas Penal Code, the antitrust laws of the United States and the State of Texas, and the Texas Public Information Act [chapter 552, Texas Government Code];
- that the information may represent confidential or proprietary information, the release of which may be restricted or prohibited by law.

Agreement

In view of the foregoing, I agree that I shall use any information that I receive in my capacity as a contractor to the Texas Health & Human Services Commission – whether written or oral, formal or informal – for the following purposes only:

- to provide the services and/or deliverables required or requested under contract number HHSC-____-____-____;
- to provide advice, opinion or recommendation requested by the Texas Health & Human Services Commission in the course of fulfilling the duties prescribed under the contract;
- to assist the Texas Health & Human Services Commission in developing any documents, reports, working papers, evaluations, schedules, or instruments necessary to fulfill the requirements of the contract.


I further agree that I shall regard any such information as confidential and that I shall not disclose, reveal, communicate, impart or divulge the information or any summary or synopsis of the information in any manner or any form whatsoever, except under the following circumstances:

- when authorized in writing by the Project Manager employed by the Texas Health & Human Services Commission;
- when required by court order, subpoena, or ruling of the Attorney General of Texas;
- when advised by legal counsel that disclosure is required by law or legal process;
- when the information has previously been released to the general public by the Project Manager, the Texas Health & Human Services Commission;
- when required to brief or inform a superior, provided the superior is informed of and has also executed a non-disclosure statement.

In the event I receive a request for information relating to contract number HHSC-____-____-____, either during or after the performance of this contract, I agree to do the following:

- notify the Project Manager or the Texas Health & Human Services Commission as soon as practical following receipt of the request;
- seek advice from appropriate legal counsel regarding my ability to disclose the information.

By signing this statement, I acknowledge that I understand and agree to adhere to the limitations on disclosure described above.



 Signature

 Printed Name

 Date

TEXAS HEALTH AND HUMAN SERVICES COMMISSION

ANTI-TRUST CERTIFICATION

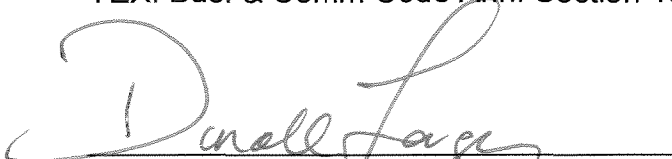
STATE OF TEXAS

COUNTY OF TRAVIS

CONTRACTOR hereby certifies to HHSC that neither the CONTRACTOR, nor the person represented by the CONTRACTOR, nor any person acting for the represented person has:

- a. violated the antitrust laws codified by Chapter 15, Business & Commerce Code, or the federal antitrust laws; or
- b. directly or indirectly communicated the bid/offer associated with this contract to a competitor or other person engaged in the same line of business.

CONTRACTOR hereby assigns to HHSC any and all claims for overcharges associated with this contract arising under the anti-trust laws of the United States, 15 U.S.C.A. Section 1, et. seq. (1973), as amended, and the anti-trust laws of the State of Texas, TEX. Bus. & Comm Code Ann. Section 15.01, et. seq. (1967), as amended.



 Authorized signature

United Healthcare Insurance Company
 Name of Contractor/Vendor

3-25-13

 Date

Donald Langer

 Printed Name of Individual

plan president

 Title of Individual