

**FOURTH AMENDMENT
TO THE PHYSICAL HEALTH SERVICES AGREEMENT**

This Fourth Amendment to the Physical Health Services Agreement (this "Amendment"), is entered into as of _____ (the "Amendment Effective Date") by and between OptumHealth Care Solutions, LLC ("Vendor") and UnitedHealthcare of Kentucky, Ltd. ("United").

WHEREAS, the parties entered into an Administrative Services Agreement effective March 1, 2013, as subsequently amended (the "Agreement") that sets forth the terms and conditions under which Vendor provides and/or arranges for the provision of Covered Services to United Members.

WHEREAS, by executing this Amendment, the parties each agree to be bound by those terms and conditions, except where provided for in this Amendment, that make up the main body of the Agreement between the parties.

NOW THEREFORE, in consideration of the conditions set forth herein, the receipt and sufficiency of which are hereby acknowledged, Vendor and United hereby agree to amend the Agreement as follows:

1. Capitalized terms used herein which are not otherwise defined in this Amendment or any attachments hereto shall have the meaning assigned to them in the Agreement.
2. Exhibit A, "Compensation for Services Addendum" to the Agreement is hereby deleted in its entirety and replaced with Exhibit A, "Compensation for Services Addendum", attached hereto.
3. Except as so amended, all other provisions of the Agreement shall remain in full force and effect. Any conflict between the Agreement and this Amendment shall be resolved in favor of this Amendment.

**[REST OF THIS PAGE INTENTIONALLY LEFT BLANK FOLLOWED BY
THE SIGNATURE PAGE WHICH MAY BE EXECUTED ELECTRONICALLY
IN COUNTERPARTS AND SENT VIA FACSIMILE OR EMAIL]**

IN WITNESS WHEREOF, the parties have executed this Amendment as of the Amendment Effective Date.

OptumHealth Care Solutions, LLC

Signature: _____

Print Name: _____

Print Title: _____

UnitedHealthcare of Kentucky, Ltd.

Signature: _____

Print Name: _____

Print Title: _____

**EXHIBIT A
COMPENSATION FOR SERVICES ADDENDUM**

**SECTION 1
COMPENSATION FOR VENDOR SERVICES**

Vendor shall provide the services set forth in this Agreement for the Benefit Plans issued and/or administered by United and identified by United (and agreed to by Vendor) as a Benefit Plan for which the services shall be provided. United shall pay Vendor a services fee (the "Monthly Fee") according to the rates set forth in the table below.

Segment	Line of Business	Service	Service Type	Service Area *	Rate (\$)	Rate Type	ASO or Full Service
C&S	Medicaid	Kentucky HEALTH	Physical Health			PMPM	ASO

* If the Service Area listed above is left blank, the rate applies to all locations where United is authorized to do business, unless otherwise indicated.

“Admin” as may be noted in the table above, shall mean Claims Administration as described in Section 4 of Exhibit B.

“ASO” as may be noted in the table above, shall mean any Benefit Plan for which (a) Vendor is responsible only for providing administrative services in connection with the Benefit Plan and (b) Payor is fully responsible for the cost of any services or supplies that a Member receives for Covered Services from a Participating Provider.

“Chiro Network” as may be noted in the table above, shall mean the network of chiropractic providers developed by Vendor.

“CSP” or “UM” as may be noted in the table above, shall mean Vendor’s complex case management and/or utilization management programs as described in Section 3 of Exhibit B.

“CAM Network” as may be noted in the table above, shall mean the network of complementary and alternative medicine providers developed by Vendor.

“Full Service” as may be noted in the table above, shall mean any Benefit Plan for which Vendor is responsible for providing administrative services and is financially responsible for the cost of Covered Services covered by this Agreement.

“NA” as may be noted in the table above, shall mean network access and includes Network Management activities as described in Section 1 of Exhibit B.

“PT/OT Network” as may be noted in the table above, shall mean the network of physical therapy and occupational therapy providers developed by Vendor.

“ST Network” as may be noted in the table above, shall mean the network of speech therapy providers developed by Vendor.

SECTION 2 PAYMENT TERMS

2.1 Standard Payment Terms

United shall pay all Monthly Fees on or before the fifteenth (15th) business day of the month following service. United shall calculate Monthly Fees using an estimate of the number of Members based on the then current information available to United for that month. United shall adjust a subsequent Monthly Fee to reflect the difference between the estimated and actual number of Members.

2.2 Settlement of Accounts

Settlement of each month’s balances due between the parties shall occur within ninety (90) days after the end of the month in which the amount owed becomes known. Notwithstanding this requirement, any more specific settlement terms in this Agreement shall control, no matter if the settlement date is shorter than that set forth above, as long as the due date is specified.

2.3 Cost Sharing Reductions

With respect to any Service designated as a “Full Service” rate in Section 1 Compensation for Vendor Services, United shall pay to Vendor any cost sharing reduction payment that United has or shall receive pursuant to Section 1402 of the Patient Protection and Affordable Care Act of 2010 (as amended), to the extent that such cost sharing reductions are attributable to Covered Services for which the Vendor is financially responsible under this Agreement.

SECTION 3 COMPENSATION TO PROVIDERS

3.1 Compensation to Participating Providers.

So long as United has delegated Claims Administrative Services to Vendor:

(a) For all ASO Benefit Plans, Vendor shall adjudicate and Payor shall pay a Participating Provider clean claim within thirty (30) days of receiving the clean claim.

(b) For all Full Service Benefit Plans, Vendor shall adjudicate and pay a participating provider clean claim within thirty (30) days of receiving the clean claim or as may be set forth in the Provider Agreement.

In the event that United has not delegated Claims Administrative Services to Vendor for a Full Service Benefit Plan, Vendor shall adjudicate claims and be financially responsible for Covered Services; Payor shall pay a Participating Provider clean claim within thirty (30) days of receiving the claim based on adjudication by Vendor.

deemed to create any other relationship, including one of employment, partnership, agency, joint venture, association or any other form of separate legal entity or organization.

11.10 Survival of Terms. Any provisions of this Agreement including any attachments hereto, that, by their nature, extend beyond the expiration or termination of this Agreement shall survive the termination of this Agreement and shall remain in effect until all such obligations are satisfied.

11.11 No Third Party Beneficiaries. This Agreement is intended solely for the benefit of the parties hereto and no third parties shall have any rights hereunder or interest herein except as explicitly provided herein.

11.12 Force Majeure. The obligations of a party under this Agreement will be suspended for the duration of any force majeure applicable to that party. The term “force majeure” means any cause not reasonably within the control of the party claiming suspension, including, without limitation, an act of God; war; riot; invasion; acts of a foreign enemy; terrorist action; weather-related disaster and governmental action. A party claiming suspension under this Section shall use its best efforts to resume performance as soon as possible.

11.13 Arm’s Length Negotiations. The parties acknowledge that the terms of this Agreement are fair and reasonable, were negotiated at arm’s length, and that the parties were given ample opportunity to review and consider this Agreement prior to execution.

11.14 Offshoring. To the extent mandated by law, contract or the applicable regulatory agency, United will notify Vendor of any requirements or restrictions for Vendor performing any of the services outside of the United States. Vendor shall comply with such requirements or restrictions.

11.15 Substantial Change. The parties may renegotiate this Agreement if either party would be materially adversely affected by continued performance as a result of a Substantial Change which presents a fundamental departure from the risk, services, administration, costs or expenses or other assumptions or intent of the parties in entering into either this Agreement, including without limitation:

- (a) A significant reduction in the number, or change in the composition of, Member enrollment;
- (b) A material change in utilization or trends;
- (c) A material modification of an existing Benefit Plan;
- (d) Development of a new Benefit Plan;
- (e) Expansion of a Service Area to a geographic area of the country not originally contemplated under this Agreement; or
- (f) A significant change in any law, rule, regulation or interpretation thereof that would have a material and adverse effect on the ability of a party to receive the benefits it reasonably expects to obtain under this Agreement or renders it illegal for a party to continue to perform under this Agreement in a manner consistent with the parties’ intent.

The affected party must promptly notify the other party of the Substantial Change and its desire to renegotiate this Agreement. This section does not affect either parties' right to terminate this Agreement in accordance with Section 7.1.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

OptumHealth Care Solutions, Inc.

UnitedHealthcare of Kentucky, Ltd.

By: Jeff Grosklags
Jeff Grosklags (Mar 11, 2013)

By: Deborah English
Deborah English (Mar 11, 2013)

Print Name: Jeff Grosklags

Print Name: Deborah English

Title: CFO

Title: CFO, UHCKY

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