



UCare
P.O. Box 52
Minneapolis, MN 55440-0052
(612) 676-6500

October 12, 2009

UCare is pleased to invite you to respond to this Request for Proposal (“RFP”) to address our interpreter service needs for UCare members.

UCare is an independent, nonprofit health maintenance organization serving over 180,000 members. We are a health plan for Minnesota Health Care Program members and Medicare beneficiaries including 3 special needs plans. Our members have access to a large network of health care providers throughout the state.

This RFP is designed to support a systematic process for implementing the best approach to UCare’s business and technical requirements in provision of interpreter services for members requiring communication assistance. The RFP supports our initiative to effectively understand and manage the delivery of interpreter services for UCare members.

UCare is interested in identifying and securing relationships with interpreter service agencies (ISA’s) who are committed to helping us achieve our mission of providing superior quality interpreter services for our members. We are sending this RFP to ISA’s that UCare believes may be capable of meeting our economic, technical and business relationship needs. All ISA’s that are currently contracted with UCare must respond to this RFP to be considered for future contracting.

The duration of the proposed Interpreter contract will be for 3 years.

Intent to Respond Forms (Appendix A) must be submitted to UCare no later than 12:00 noon November 23, 2009. All responses to this RFP must be received no later than 12:00 Noon (CDT), Friday, December 18, 2009.

We appreciate your effort in this process and look forward to reviewing your response. If you have any questions, please send your inquiry to Interpreter2009rfp@ucare.org.

Sincerely,

A handwritten signature in black ink that reads "Frank Gilbertson".

Frank Gilbertson
Director, Provider Network Management
UCare

Enclosure: RFP

**Interpreter Services
Request for Proposal**

October 12, 2009

Return to:
Elizabeth McWhite
UCare
P.O. Box 52
Minneapolis, MN 55440-0052

Response Deadline:
December 18, 2009
By 12:00 Noon (CDT)

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Section 1: Introduction

1.1 Purpose for this Request For Proposal (“RFP”)

In an ongoing effort to deliver the highest quality, cost effective language services for our members, UCare is issuing this RFP to our currently contracted ISA’s and all ISA’s who have expressed interest in becoming a contracted provider in the UCare interpreter services network. To support successful growth, UCare is adapting to new standards of practice for interpreter services and moving to achieve continuous improvement in an increasingly fast-paced health care environment. UCare looks forward to working with its ISA’s to meet the complexities and challenges of the market.

1.2 UCare Background Information

UCare was established in 1984 by faculty of the Department of Family Practice and Community Health at the University of Minnesota Medical School. It is a nonprofit health maintenance organization.

UCare is Minnesota’s fourth-largest health plan, serving more than 180,000 members. UCare currently holds contracts with DHS for PMAP, MinnesotaCare, Minnesota Senior Health Options (MSHO) and Minnesota Disability Health Options (MNDHO), as well as contracts with CMS for Medicare Advantage (MA) and Part D (MA-PD) plans.

Working with health care providers, community organizations, and others throughout Minnesota, UCare creates innovative health coverage plans to help meet the needs of:

- Medicare-eligible individuals.
- Individuals and families enrolled in Minnesota Health Care Programs, such as MinnesotaCare and Medical Assistance.
- Disabled adults with special health care needs.

In 2008 UCare expanded into western Wisconsin through a wholly owned subsidiary insurance corporation.

UCare is committed to providing health care services to members, regardless of their ability to communicate in English. UCare seeks to work with ISA’s who are dedicated to linguistically accurate and culturally appropriate interpretation that follow the interpreter code of ethics and standards of practice issued by the National Council on Interpreting in Health Care (www.ncihc.org).

UCare has been offering interpreting services at no cost to members since its inception in 1984. UCare works through ISA contracts to respond to the need.

- Up to seventy (70) different languages and dialects are requested.
- The most requested languages are, in order, Hmong, Spanish, Somali, Russian, and Vietnamese.

- Equal access to health care services is legally mandated by the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990.

UCare works closely with our provider network to do the following:

- To assure provision of high quality, culturally-sensitive interpreting services;
- To assist in resolving communication issues;
- To facilitate training of medical staff on working effectively with interpreters and communicating with LEP Clients; and
- To act as liaison between interpreters, members, and medical staff.

1.3 ISA Intent to Respond

All RFP recipients, including currently contracted ISA's, are requested to complete the Intent to Respond form (Appendix A), provided as a Word document for your signature, and fax it to the UCare representative listed below by **November 23, 2009, 12:00 Noon (CDT)**. If UCare does not receive an Intent to Respond form from an ISA by the given date, The ISA's proposal will not be considered in the RFP process.

1.4 RFP Schedule

The timetable provided below is intended to help ISA's understand the process and the deadlines planned for this RFP. The dates may be subject to change. Any changes will be communicated in writing to the affected ISA's by UCare.

RFP Issue Date	10/12/2009
Submit Questions for Bidders Conference by	11/04/2009
Bidders Conference	11/09/2009
RFP Participation Notification Form Due Date	11/23/2009
Responses to RFP, including the checklist and signature sheet, due on or before.....	12/18/2009
Interviews/presentations of selected ISA's will be held, on or before	02/12/2010
Finalists Selected by	03/19/2010

1.5 UCare Representative

To better manage the overall communication process, all contacts and questions regarding this RFP must be directed to one UCare representative. Discussions regarding this RFP with other parties within or associated with UCare are subject to confidentiality requirements and may result in disqualification from this process. The UCare contact for this RFP is:

Elizabeth McWhite
Contract Development Analyst
UCare
P.O. Box 52
Minneapolis, MN 55440-0052

Email: Interpreter2009RFP@ucare.org
Fax: (612) 884-2235

1.6 RFP Evaluation Process

Determination of the best overall proposal(s) will be based upon our evaluation of all information received. Each proposal submitted will be evaluated impartially against the same set of criteria. Our evaluation process will encompass each ISA's response to each proposal section, in addition, experience with currently contracted ISA's will also be considered in the review process. It is critical that each ISA responds directly and completely to each question.

The following is the evaluation process UCare will follow to consider adding an ISA to the UCare interpreter services network.

1. UCare will send the following documents to ISA's who have expressed, in writing, an interest in becoming a contracted vendor:
 - a. RFP document.
 - b. Interpreter Services Policy in the UCare Provider Manual chapter on interpreter services (which outlines UCare's minimum requirements), also available on line at www.ucare.org, click on Providers.
 - c. Intent to Participate Form.
2. The ISA must return the Intent to Respond Form (attached) back to UCare by the due date indicated in the schedule above.
3. The ISA must submit their RFP response and supporting documentation by the due date indicated in the schedule above. NOTE: Please see Appendix B for all required documents and acknowledgments in the RFP (attached).
4. UCare will review the ISA's RFP and may contact the ISA to schedule an interview/presentation.
5. UCare will make final decisions by the date listed in the schedule above.
6. UCare will notify each ISA of their final results.

Please refrain from making any inquiries about the evaluation of your proposal. UCare will contact each ISA regarding the status of their proposal and next steps.

Ongoing Evaluation Process

UCare reserves the right to conduct periodic reviews of ISA performance and to monitor ISA's adherence to UCare's requirements. During the periodic review, UCare may request, and ISA will provide, documentation that substantiates and/or demonstrates its adherence to UCare's requirements. UCare will assess the ISA's documentation and determine if the ISA continues to meet UCare's requirements for inclusion in UCare's interpreter services network.

1.7 General RFP Response Guidelines

1. UCare shall not be responsible or liable in any manner for any risks, costs, or expenses incurred by any prospective ISA in conjunction with ISA responses to this RFP, including but not limited to the selected ISA.
2. UCare, at its sole discretion, may reject any offer which is conditional or incomplete, or which contains irregularities of any kind.
3. Prior to the due date, **December 18**, UCare may modify this RFP by one or more addenda issued to all the prospective ISA's receiving this RFP.
4. UCare reserves the absolute right to withdraw this RFP by written notice, to reject any oral offers and to reject any and all offers submitted in response to this RFP. UCare shall incur no liability whatsoever to prospective ISA's by reason of such withdrawal, rejection or acceptance. UCare further reserves the right to accept offers from one or more prospective ISA's.
5. UCare reserves the right to modify any estimated requirements prior to signing an Agreement with the selected ISA. No prospective ISA shall have a claim on UCare in the event any estimated requirements are modified for whatever reason.
6. Should a prospective ISA discover ambiguity, conflict, discrepancy, omission or other potential errors in this RFP, said ISA shall immediately notify UCare via e-mail (see section 1.5) of such discovery with a request for modification or clarification of this RFP. All such requests must cite the specific page number(s) and text in question. Modifications or addenda to any part of this RFP will be provided to all ISA's receiving this RFP.
7. All offers and any other materials submitted in response to this RFP shall become the property of UCare. Although your proposal may be rejected, UCare reserves the right to use any of the concepts or ideas contained herein without incurring any liability. UCare agrees not to disclose any proprietary information.
8. UCare routinely handles all information submitted in response to an RFP with care, uses it only for evaluation purposes, and restricts access to the minimum number of persons who have a need to know. However, UCare assumes no obligation and shall incur no liability regarding confidentiality of all or any portion of a quotation or any other material submitted in response to this RFP unless UCare has expressly agreed in writing to protect specifically identified information. **If any prospective ISA feels compelled to submit information considered to be proprietary or confidential and is of the opinion that its offer cannot be adequately presented without submitting such information, it is such ISA's obligation to notify UCare in advance of providing such information, specifying the nature of the material and to receive written authorization to proceed.** Otherwise, upon receipt of materials marked or referred to as confidential or proprietary, UCare will return the entire proposal promptly to the prospective ISA without any further consideration of such prospective ISA's offer. As a contractor with the federal and state government, UCare may be required to provide information relating to this RFP and RFP responses to government agencies, and UCare will comply with a

request for materials submitted in response to this RFP by a government agency acting under legal authority.

1.8 Minority, Women, and Service Disabled Veteran Supplier Commitment

UCare encourages all entities with which it enters into contracts for the provision of goods and services to use minority, women, and disabled business enterprises as suppliers and subcontractors to the fullest extent consistent with the efficient performance of such contracts. ISA will make a good faith reasonable effort to support and work with minority, women, and disabled business enterprises where opportunities exist.

Section 2: RFP Instructions and Requirements

2.1 RFP Overview

This RFP Requirements section contains questions focusing on key business issues that will help UCare to understand each ISA's capabilities. UCare would like ISA's to address carefully and thoroughly each question with specific details in the prescribed format.

2.2 Importance of this RFP

UCare is seeking to achieve the best quality interpreter services from the ISA's ultimately selected through this RFP process. It is UCare's intention to be selective during the process; UCare will only be offering a contract to ISA's who can clearly demonstrate they are capable of meeting our performance expectations. Selection criteria will be based on the analysis of the RFP responses and demonstrated experience with currently contracted ISA's. Therefore, it is vital for each ISA to submit its best possible proposal in response to this RFP.

Please note: You must respond to this RFP to be considered as a potential provider of interpreter services; this requirement is regardless of whether or not you have a current contract in place with UCare. Failure to respond to this RFP will automatically eliminate you from UCare's selection process, and further more any contract you currently have in place is subject to termination.

2.3 Submission Guidelines

All proposals must be received in paper and electronic formats by **12:00 Noon (CDT) December 18, 2009**. To ensure a timely and comprehensive evaluation of all submitted proposals, it is essential that each respondent submit:

- Intent to Respond – Appendix A (Provided as a Word Document for your signature)
- The signed agreement to RFP Certification of Terms and Conditions – Appendix C (Provided as a Word Document for your signature)
- One (1) electronic copy of the ISA's response to the RFP questions.
- Four (4) signed hardcopy printouts of the above electronic files.

An RFP Submission Checklist has been provided in Appendix B to assist in preparing your response. Please make sure your entire RFP response arrives by the deadline, **addressed to Elizabeth McWhite no later than December 18, 2009 by 12:00 Noon (CDT)**. All responses must include the form in Appendix C, signed by an authorized representative of your company.

2.4 Required Documents Checklist

1. _____ Written confirmation that all furnished information will remain valid and applicable for 180 days from the date the proposal is received by UCare
2. _____ Documentation to substantiate additional information for questions in Section 2.5
3. _____ List of current contracts with organizations for interpreter services
4. _____ Blinded sample of the invoices utilized for billing providers, facilities and/or health plans.
5. _____ Scheduling protocol and guidelines process
6. _____ Customer service policy
7. _____ Policy to handle interpreter cancellations and/or no shows
8. _____ Policy to handle patient cancellations and/or no shows
9. _____ Policy on managing complaints and performance issues
10. _____ List of all languages offered by the agency; including how many interpreters interpret for each of those languages
11. _____ List all counties in which ISA provides interpreter services
12. _____ Code of conduct (which includes both ethics and professional standards of practice)
13. _____ Policy that requires interpreters to adhere to the code of conduct
14. _____ Background check process
15. _____ Policy to guarantee that the exclusions list is checked
16. _____ Process to ensure completion of Appendix E
17. _____ Process which screens for the interpreter's language skills including professional competency in the medical setting
18. _____ List of criteria used for the selection of interpreters who are interviewed
19. _____ Process to train interpreters about specific policies, procedures and expectations of contracted third party payers, including UCare
20. _____ Process on how changes to policies/procedures are communicated to interpreters
21. _____ Quality assurance program and process to ensure each interpreter has certification or professional interpreter training/medical terminology training
22. _____ Policy ISA uses to encourage their interpreters to apply for the Minnesota Roster of Spoken Language Healthcare Interpreters
23. _____ Percentage of agency's interpreters currently registered on the statewide roster
24. _____ Policy for initial and on-going training for interpreters

25. _____ List all names that the ISA owner has formerly or is currently operating under
26. _____ Describe ISA's procedure or screening practice to ensure quality interpreter services for complex medical cases and behavioral health services.

2.5 Interpreter Service Agency Additional Information

The following represents a list of additional services and information UCare considers important for consideration in UCare's interpreter services network. If you provide these services, please provide documentation to substantiate your answer.

1. Do you have an on-line scheduling system?
2. Please define your process for notification of your guidelines on any system upgrades or switching to new systems or equipment.
3. Do you have a documented process that measures the patient and provider satisfaction for individual interpreters? If so, please share the satisfaction tool utilized and all related results.
4. Do you have a documented process for utilization reports and billing information? If so, do you have web access or electronic exchange to view those reports?
5. Do you have a documented process requiring interpreters to provide appointment reminder calls to patients?
6. Do you have a documented process on measuring and tracking performance standards for interpreters (below are examples of measures that UCare would like to see tracked and reported on):
 - a. What percentage of short notice requests (24 hours or less) do you currently fill?
 - b. Interpretation requests filled.
 - c. Rate of interpreter no-show and late arrivals.
 - d. Billing error rates.
 - e. Rate of complaint responsiveness and resolution of problems.
 - f. Patient and Provider satisfaction surveys are conducted annually and shared with clients.
7. What percent of your interpreters are contracted with other agencies?
8. What is your agencies expectation on how many patients each interpreter is expected to serve, per day, week or month?
 - a. Please provide a document outlining the agencies expectations.
9. Do you provide telephonic interpreting services? If so, please answer the following questions:
 - a. Do you maintain a connect time of 45 seconds or less?
 - b. Please list your standard equipment.
 - c. Please supply your disaster recovery guidelines.

10. Do you have a documented plan regarding how the agency would handle the potential increased capacity when contracted with UCare? If so please provide a written description of your plan. In addition, please provide the current capacity load (i.e. # of available appointments per day and percent filled) to UCare.
11. What are your normal hours of operation and do you provide after hours, evening and weekend coverage? Please specify days and times.
12. Is there anything else you want UCare to know?

Provider Agreements/Administrative Manual

The ISA is subject to the same rights and obligations included in the UCare Participating Interpreter Services Contract in Appendix D and the UCare Provider Manual, Chapter 11, located in the provider section of the UCare web site at www.ucare.org.

Insurance Requirements: Prior to the commencement of work/service/operations under this purchase order/contract, ISA shall provide UCare, at P.O. Box 52, Minneapolis, Minnesota 55440-0052, with a certificate of insurance evidencing proof of insurance coverage in the amounts stated herein. **UCare** shall be named as a certificate holder on the policy(ies). All policies shall contain an appropriate severability of interests clause. ISA will provide insurance of at least the following types and amounts:

Commercial General Liability Insurance

\$1,000,000 per occurrence

\$3,000,000 aggregate

Professional Liability

\$1,000,000 per occurrence

\$3,000,000 aggregate

The certificate(s) of insurance shall be provided within ten (10) business days from issuance of a contract to the ISA.

Include all Certificates of Insurance with this RFP response.

2.6 Questions and Clarifications

All questions regarding this RFP must be directed to the UCare contact identified. Questions should not be submitted by telephone – only inquires submitted via e-mail to the representative listed in Section 1.5 will receive responses. All questions must include:

- **ISA's name and address**
- **Reference to the specific section in question (including RFP page number, section name and specific text in question)**
- **Contact name, e-mail address, telephone number and fax number**

UCare will hold a Bidders Conference on November 9 at 10:00 a.m at 500 Stinson Boulevard NE Minneapolis, MN 55413. The conference is open to all interested ISA's. Questions should be submitted in advance, however, questions from attendees will be accepted during the conference.

A summary of questions and answers will be posted on the UCare web site (Provider Page) by 4:30 p.m. on November 16.

If planning to attend the Bidders Conference:

- Please park in the ramp on the Northeast side of the Stinson and Kennedy intersection.
- Report to the front desk for a guest badge and the location of the meeting.

Appendix A: Intent to Respond

**UCare Request For Proposal (“RFP”)
for Interpreter Services
Intent to Respond
Due 12:00 Noon (CST) November 23, 2009**

To: Elizabeth McWhite

From:

Company Name:

Contact Name (one person only) :

Title:

Address:

City, State, Zip:

Phone:

Fax:

Email:

Please state your intentions with regard to this RFP by placing an X next to the appropriate statement:

- We intend to respond to this RFP by the specified due date.
- We are not responding to this RFP and will delete or otherwise dispose of all associated materials.

Contact Person (Please Print Name)

Signature of Contact Person

Date

Appendix B: RFP Submission Checklist

We suggest that you use the following checklist to ensure your proposal is complete. Please do not return any RFP materials, except “Appendix A: Intent to Respond Form,” until you have completed the entire RFP.

_____ Appendix A – Intent to Respond (Please e-mail or fax immediately upon receipt)

_____ Appendix C – Signed Agreement to RFP Terms and Conditions

_____ One (1) electronic copy of the supplier’s response to the RFP (including documents required in Section 2.4)

_____ Four (4) signed hardcopy printouts of the above electronic files

Appendix C: Acknowledgement of RFP Terms & Conditions

This form must be completed, signed and returned with the rest of the RFP required materials in order for your proposal to receive consideration.

To: UCare
Attn: Elizabeth McWhite
Re: RFP for Interpreter Services

Certification of ISA RFP submission

I, _____, an authorized representative of

_____ (“ISA”), agree to the terms outlined in this Request For Proposal (“RFP”) Response. I further understand that UCare’s issuance and subsequent receipt of this RFP does not obligate UCare in any way. UCare will not be bound to purchase any services until such time as legal provisions are determined, contracts or agreements are negotiated in detail and executed by the respective parties. UCare reserves the right to reject any and all proposals at its discretion.

I understand that the RFP Response is a firm offer valid for 180 days following receipt. ISA agrees that UCare may accept at any time within the 180-day period. In the event that the agreement is not completed in 180 days, this period may be extended based on mutual agreement between the ISA and UCare. In addition, I agree that UCare has the discretion to include any part or all of the RFP Response, and any part or all of the RFP, among the terms and conditions of a written agreement following the award.

I certify that the responses submitted in this RFP are valid and fully enforceable offers to provide the services outlined in the ISA’s attached proposal.

I also hereby represent and warrant that ISA and its employees and or roster of free lance interpreters are not and at no time have been excluded, suspended, or barred from participation in, or otherwise sanctioned by any federally-funded health care program, including Medicare and Medicaid. ISA hereby agrees to immediately notify UCare of any threatened, proposed, or actual exclusion, suspension, or debarment from any federally funded health care program, including Medicare and Medicaid.

I further acknowledge that a written agreement following the award shall contain performance standards and specifications that are necessary for UCare to ensure compliance with applicable laws and regulations, including but not limited to guidance and instructions issued by the Centers for Medicare & Medicaid Services and the Minnesota Department of Human Services.

SIGNATURE

DATE

ISA Contact Information

Please complete the following information by typing your responses in the space provided.

ISA Name:

Primary Contact Person

Name:

Title/Function:

Address:

Business Hours Phone:

Fax:

E-mail Address:

Cell/Emergency Phone:

Appendix D: Interpreter Contract Template

INTERPRETER SERVICES PARTICIPATION AGREEMENT
between
UCARE MINNESOTA
and
«Company»

THIS AGREEMENT is made and entered into this first day of «EffectiveDate» (the “Effective Date”), by and between UCare Minnesota, including its affiliates such as UCare Wisconsin, Inc. (collectively, “UCare”) and «Company» (“Participant”).

WHEREAS, UCare, a health maintenance organization licensed by the State of Minnesota, is engaged in the business of making quality health care available on a prepaid basis; and

WHEREAS, Participant desires to participate as a provider of interpreter services for UCare Enrollees; and

WHEREAS, UCare desires that Participant participate as a provider of interpreter services for UCare Enrollees;

NOW, THEREFORE, it is agreed as follows:

ARTICLE 1: DEFINITIONS

- 1.1 Definitions. The following terms as used in this Agreement shall have the meanings ascribed to them below unless the context clearly requires a different meaning:

“Abuse” means the definition set out in Minnesota Rules, Part 9505.2165, subpart 2. Abuse shall also include substantial failure to provide Medical Necessary items and services that are required to be provided to an Enrollee under this Agreement if the failure has adversely affected or has substantial likelihood of adversely affecting the health of the Enrollee.

“Agent” means an entity which is under contract with UCare to perform certain functions related to this Agreement on behalf of UCare.

“Agreement” means this Agreement, including any schedules or other attachments hereto, all as presently in effect or as hereafter amended.

“Care Coordination” means services that coordinate the provision of health and long term care services to Enrollee among different health and social service professionals and across settings of care including but not limited to:

needs assessment, Service Authorization, management of waiver and state plan home care services, care communication, coordination, and risk assessment.

“Care Management” means a method of providing health care in which the coordination of the provision of health services to an Enrollee, including but not limited to: needs assessment, Service Authorization, care communication, and care coordination with social service and local agency, long term care consultation, waivers, public health, mental health, developmental disability, and chemical dependency care managers, pre-petition screeners, and services provided by a family services collaborative.

“Certificate of Coverage” means a plan of health care coverage issued by UCare to an Enrollee who is eligible for benefits under any of the products listed in Article 6, and which contains the terms and conditions of such coverage. Certificate of Coverage includes plans of health care coverage generally referred to as “evidence of coverage” for Enrollees enrolled in a Medicare product.

“Clean Claim” means a claim that has no defect or impropriety, including any lack of required substantiating documentation, including, but not limited to, coordination of benefits information.

“CMS” means the Centers for Medicare and Medicaid Services.

“Co-payment” or “Coinsurance” means the amount an Enrollee is required to pay for certain Covered Services in accordance with the Enrollee’s Certificate of Coverage.

“Covered Services” means those medical, surgical, hospitals, and other health care services designated as covered by the terms of the Certificate of Coverage.

“Deductible” means the annual dollar amount of allowed charges for Covered Services, as specified in the Enrollee’s Certificate of Coverage, that the Enrollee is required to pay as a precondition to payment by UCare.

“Developmental Disability” means a condition which meets the definition of Mental Retardation as defined in Minnesota Rules, part 9255.0016, subpart 2 (b) or a Related Condition as defined in Minnesota Statute 252.27 Subd. 1a.

“Dual Program” products are those products that are financially sponsored by more than one agency or entity.

“Effective Date” means the date set forth at the top of the Agreement which is the date on which the parties shall have executed this Agreement.

“Elderly Waiver” means the federal Medicaid Home and Community-Based

Services waiver program required under Minnesota Statutes, Section 256B.0911 and 256B.0915.

“Elderly Waiver Provider” means a provider that has entered into a written agreement with the County to provide Elderly Waiver services to Enrollees.

“Enrollee” means any person who is enrolled in UCare and who is therefore eligible for benefits under a Certificate of Coverage.

“Fraud” means the definition set out in Minnesota Rules, Part 9505.2165, subpart 4.

“Health Care Professional” means a physician, optometrist, chiropractor, psychologist, dentist, physician assistant, physical or occupational therapist, therapist assistant, speech-language pathologist, audiologist, registered or practical nurse (including nurse practitioner, clinical nurse specialist, certified registered nurse anesthetist, and certified nurse midwife, licensed independent clinical social worker, and registered therapy technician).

“Home Care Services” includes nursing services, private duty nursing services, home health aide services, personal care services, nursing supervision of personal care services under Minnesota Statutes Section 256B.0625, subdivisions 6a, 7, and 19a, and home health services pursuant to Section 1861(m) of the Social Security Act.

“Medically Necessary or Medical Necessity” means, with the exception of CADI and TBI Waiver services, pursuant to Minnesota Rules, Part 9505.0175, Subpart 25, a health service that is consistent with the Enrollee’s diagnosis or condition and: A) is recognized as the prevailing standard or current practice by the provider’s peer group; B) is rendered in response to a life threatening condition or pain; or to treat an injury, illness or infection; or to treat a condition that could result in physical or mental function consistent with prevailing community standards for diagnosis or condition; or C) is a preventive health service defined under Minnesota Rules, Part 9505.0355.

“Medicare” means the federal insurance program for aged and disabled people as defined under 42 U.S.C. 1395 et.seq.

“Medicare Advantage plans” means a coordinated care plan offered pursuant to 42 U.S.C. Section 139w-21(a)(2)(A), including specialized Medicare Advantage plans for specialized individuals (“Special Needs Plans”).

“MinnesotaCare” means the program authorized in Minnesota Statutes, Chapter 256L, to promote access to appropriate covered health services to assure healthy Children and Adults.

“Minnesota Health Care Programs” means Medical Assistance, General Assistance Medical Care, and MinnesotaCare products.

“MnDHO” means Minnesota Disabilities Health Options.

“MSHO” means Minnesota Senior Health Options.

“Network” means the network of Participating Providers available to Enrollees.

“Participating Provider” means any physician, hospital, other facility, other health care professional or other provider that has entered into a written agreement with UCare to provide Covered Services to Enrollees.

“Physician Incentive Plan” means any compensation agreement between an organization and physician or physician group that may directly or indirectly have the effect of reducing or limiting services provided to Enrollees of the MCO, as defined in 42 C.F.R. 417.479(c).

“Physical Disability” means a certified disability determined by the Social Security Administration (SSA) or the State Medical Review Team (SMRT) as a disability resulting in a chronic condition requiring ongoing treatment, and does not have autism, Prader-Willi Syndrome, or other conditions as defined in Minnesota Rules, 9525.0016, subpart 2, items B, C, and D.

“Primary Care” is a type of medical care delivery which emphasizes first contact care and assumes ongoing care coordination for the Enrollee in both health maintenance and therapy of illness. It is comprehensive in scope and includes the overall coordination of the care of the Enrollee's health problems, including the appropriate use of consultants and community resources.

“Primary Care Clinic” means any clinic that has entered into a written clinic participation agreement with UCare and that employs or contracts with Primary Care Physicians.

“Primary Care Physician” means any physician who is employed by or under contract with an entity that has in place a written participation agreement with UCare, who practices Primary Care, and who is professionally qualified in specialty organizations in one or more of the following disciplines: family practice, pediatrics, internal medicine, obstetrics and gynecology.

“Provider Manual” includes any administrative manual given to Participating Providers by UCare, specifying various administrative policies and procedures.

“Urgent Care” means acute, episodic medical services available on a 24-hour basis that are required in order to prevent a serious deterioration of the health of an Enrollee.

ARTICLE 2: APPLICABILITY

- 2.1 Products covered under this Agreement. This Agreement sets forth the rights, obligations, and duties of the parties in connection with the furnishing of services to Enrollees of the products, as listed under **Exhibit D**, and the conditions under which Covered Services shall be provided by Participant to such Enrollees.

ARTICLE 3: ELIGIBILITY FOR COVERED SERVICES

- 3.1 Identification cards. UCare shall give Enrollees an identification card that shall contain the name of the Enrollee, his or her Enrollee number, the specific product under which the Enrollee has obtained coverage, and, with the exception of Medicare Select products, his or her Primary Care Clinic.
- 3.2 Verification of eligibility. Participant may verify the current status of the Enrollee's eligibility for Covered Services by requesting presentation by the Enrollee of his or her identification card or by contacting UCare. However, if UCare subsequently determines that the individual was not eligible for coverage for the services rendered, those services shall be ineligible for payment and Participant may then directly bill the Enrollee for such services, pursuant to applicable state and federal rules and regulations. UCare shall reimburse Participant for Covered Services provided to Minnesota Health Care Program Enrollees when Participant affirmatively verifies the Enrollee's eligibility by using the State of Minnesota's Electronic Verification System, even if UCare subsequently determines that the individual was not eligible for coverage under a UCare product at the time such services were rendered.

ARTICLE 4: PROVISION OF SERVICES

- 4.1 Interpreter Services. Participant shall provide to Enrollees Interpreter Services in accordance with professionally recognized standards, in a manner so as to assure quality of service, and in accordance with the requirements described in the Provider Manual.
- 4.2 Provision of services. Participant agrees that, to the extent feasible, the Interpreter Services provided by it shall be made available and accessible to Enrollees promptly and in a manner which assures accuracy of translation. In addition, Participant shall:
- a) not differentiate or discriminate in the treatment of its clients by reason of the fact that a certain portion of its clients are Enrollees;
 - b) provide services to Enrollees in the same manner and within the same time availability as offered its other clients;
 - c) not differentiate or discriminate in the treatment of Enrollees because of race, sex, color, creed, religion, health status, age, physical

- disability, national origin, public assistance status, ancestry, marital status or sexual orientation;
 - d) provide Interpreter Services in a culturally competent manner to all Enrollees including those Enrollees with limited English proficiency or reading skills, diverse cultural and ethnic backgrounds and physical and mental disabilities;
 - e) comply with all applicable statutes and regulations regarding accessibility and availability of health care services;
 - f) gender appropriate interpreters must be provided if requested by the Enrollee;
 - g) ensure that Interpreter Services are provided to Enrollees by trained professionals who have demonstrated that they meet minimum competency requirements as described in the Provider Manual; and
 - h) not represent Enrollees in any way other than through providing Interpreter Services, as further described in the Provider Manual.
- 4.3 Obligations and duties. Participant shall be and remain subject to all of the same duties, liabilities, and responsibilities towards Enrollees as exist generally between a language interpreter service and its clients. Nothing in this Agreement shall limit or relieve Participant's duties to its clients.
- 4.4 Participant's internal operations. The operation and maintenance of the facilities and equipment of Participant shall be solely under the control and supervision of Participant. Participant shall have sole control over the selection and supervision of its staff. UCare shall not control or be responsible for the services rendered by Participant.
- 4.5 Notice of change in licensure. Participant shall notify UCare in writing within ten days of any termination, suspension, restriction, stipulation, limitation, qualification or other disciplinary action regarding its license or certification.
- 4.6 Listing of interpreters. On or prior to the Effective Date, Participant shall identify to UCare the names and social security numbers of all persons who will be providing Interpreter Services under this Agreement. Participant shall provide notice to UCare not less than ten days prior to any change in the listing of persons who provide Interpreter Services under this Agreement.

ARTICLE 5: CONFIDENTIALITY AND RECORDS

- 5.1 Confidentiality. UCare and Participant shall maintain the confidentiality of all information regarding Enrollees in accordance with all applicable federal and state statutes and regulations.
- 5.2 HIPAA compliance. UCare and Participant each agree to be in compliance with the privacy and security standards of the Health Insurance Portability and Accountability Act of 1996 (42 U.S.C. §1320d), including all applicable

provisions of the federal privacy standards at 42 C.F.R. §§160-164, prior to the compliance date for such requirements. UCare and Participant also agree that they shall enter into a business associate agreement, as described in those regulations at 42 C.F.R. §164.504(e), if such an agreement is required, as reasonably determined by either party.

- 5.3 Agreement terms. Participant shall, and shall cause its agents and employees to, keep confidential the terms of this Agreement, including the reimbursement rates, during and after the term of this Agreement, except as required by law.
- 5.4 Collection and retention of information. Participant shall maintain an accurate and timely record system through which all pertinent information relating to medical management and of Enrollees is documented, accumulated, and made available to appropriate health professionals. These records shall be retained for a period of at least ten (10) years, following the provision of services, or for such longer period as required by applicable law or regulation.
- 5.5 Right to inspect; release of information to UCare. Participant agrees to provide to UCare during the term of this Agreement and for a period of ten (10) years following the provision of services access to all information and records, or copies of records, related to this Agreement or to Covered Services provided under this Agreement. Participant shall promptly provide, without charge to UCare, records or copies of records relating to this Agreement or to Enrollees as reasonably requested by UCare. UCare shall develop and implement a process for securing necessary consents from Enrollees or their legal representatives in connection with the enrollment process to authorize the release of records provided under this section. Participant has no obligation to release records to the extent such release is unlawful.
- 5.6 Right to inspect; release of information to federal and state agencies. The state and federal governments and any of their authorized representatives shall have access, in accordance with state and federal statutes and regulations, to all information and records, or copies of such, within the possession of UCare or Participant pertinent to or involving transactions related to this Agreement. This right of inspection shall survive any termination of this Agreement for ten (10) years following the provision of services, or such longer period as permitted or required by any applicable law or regulation.

Participant specifically acknowledges and agrees that authorized designees of the Minnesota Department of Health, the federal Health and Human Services department, and the federal General Accounting Office shall have the right to audit, evaluate, and inspect Participant's books, contracts, medical records, patient care documentation, and other records regarding any aspect of services performed or payment determinations made for a Medicare

Advantage (UCare For Seniors) or dual program product under this Agreement and that this right shall extend for ten years following termination of this Agreement, or such longer time as permitted or required by any applicable law or regulation. UCare shall develop and implement a process for securing necessary consents from Enrollees or their legal representatives in connection with the enrollment process to authorize the release of records provided under this section. Participant has no obligation to release records to the extent such release is unlawful.

ARTICLE 6: BILLING AND REIMBURSEMENT

- 6.1 Payment. Participant shall accept as payment in full for Covered Services the reimbursement paid by UCare in accordance with this Agreement. Other than in coordinating benefits with other payers, Participant shall not:
- a) hold Enrollees financially responsible; collect or attempt to collect from Enrollees additional reimbursement for Covered Services except for Co-payments, Coinsurance, and Deductibles;
 - b) collect or attempt to collect from Enrollees additional reimbursement for any service rendered by Participant that is ineligible for coverage under the Enrollee's Certificate of Coverage unless Participant informed the Enrollee, in writing, of the ineligibility of such service and obtained Enrollee's signed acknowledgement of such ineligibility and resultant responsibility to pay for such service prior to its delivery; and
 - c) collect or attempt to collect from Enrollees reimbursement for influenza and pneumococcal vaccinations for which UCare is responsible for payment.

Participant shall hold UCare ultimately responsible for payment for authorized medically necessary Covered Services rendered to Enrollees, except that for Medicare Select claims, UCare's responsibility for payment is limited to Co-payments, Coinsurance, Deductibles, and Covered Services not covered by Medicare.

6.2 Member protection provisions.

- 6.2.1 State of Minnesota member protection provision. The following provision is incorporated into this Agreement as required by Minnesota Statutes §62D.123:

Participant agrees that in no event, including but not limited to nonpayment by UCare, insolvency of UCare, or breach of this Agreement, shall Participant bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from, or have any recourse against an Enrollee or persons (other than UCare) acting on his/her behalf for services provided pursuant to this Agreement. This provision does not prohibit Participant from collecting Co-payments, Coinsurance, Deductibles, or

charges for any services rendered by Participant that are ineligible for coverage.

Participant agrees that this provision shall survive the termination of this Agreement, for authorized services rendered prior to the termination of this Agreement, regardless of the cause giving rise to termination and shall be construed to be for the benefit of Enrollees. This provision is not intended to apply to services provided after this Agreement has been terminated.

Participant agrees that this provision supersedes any oral or written contrary agreement now existing or hereafter entered into between Participant and the Enrollee or persons acting on their behalf insofar as such contrary agreement relates to liability for payment for services provided under the terms and conditions of this Agreement.

- 6.2.2 Federal member protection provision. The following provision is incorporated into this Agreement as required by the federal regulations promulgated by the Secretary of Health and Human Services:

Participant agrees that in the event of UCare's insolvency, Participant shall continue to provide any Medicare Advantage (UCare For Seniors) or Minnesota Senior Health Options Enrollee with Interpreter Services from the date of UCare's insolvency for the duration of the contract period for which premium payment has been made by such Enrollee.

- 6.3 Billing procedure.

- 6.3.1 General. Participant shall submit to UCare all statements for Interpreter Services rendered by Participant to Enrollees, using complete statistical and descriptive data for services provided. Unless otherwise directed by UCare, Participant shall submit claims in accordance with the Provider Manual and using current codes, where applicable. Participant shall certify that such statements accurately and completely reflect the services provided. Participant shall not bill the Enrollee for Interpreter Services in the event Participant fails to submit claims in accordance with the provisions of this section.

- 6.3.2 Claims for Interpreter Services provided to Enrollees. Participant shall submit to UCare, in a format approved by UCare, claims for Interpreter Services provided to Enrollees no more than 12 months from the date the Interpreter Services were rendered. Claims submitted after such period shall be denied.

- 6.3.3 Reimbursement of claims. UCare shall pay Participant for timely filed claims for Interpreter Services an amount determined in accordance with **Exhibit B**. UCare shall pay Clean Claims (unless pending for coordination of benefits or to investigate fraud or abuse) within 30 days after receipt and shall comply with all applicable state and federal statutes, rules, and

regulations relating to reimbursement of claims.

- 6.3.4 Corrective adjustments. UCare shall have the right to make, and Participant shall have the right to request, corrective adjustments to any previous payment for, or denial of, a claim for Interpreter Services; provided, however, that any corrections by UCare or requests for corrective adjustments by Participant shall be made within 12 months from the date the claim was paid or denied by UCare. No corrective adjustments shall be made by UCare after dates set forth in this section. For purposes of this section, corrective adjustments shall not include duplicate claims payments or payment for fraudulent claims.

ARTICLE 7: QUALITY REVIEW, REPORTS, COMPLAINTS, APPEALS, AND GRIEVANCES

- 7.1 Service quality review and evaluation. Participant agrees to cooperate fully with, participate in, and abide by UCare's decisions concerning any reasonable programs, such as service quality review that may be established from time to time by, at the direction of, or in cooperation with UCare to promote the provision of high quality services by Participating Providers to Enrollees and to monitor and control the utilization and cost of services rendered to Enrollees by Participating Providers. Participant further agrees to cooperate, as may be reasonably requested by UCare, with any independent organization or entity contracted by UCare to provide quality review and quality improvement activities related to Interpreter Services provided under this Agreement. Participant shall make available to UCare all information pertaining to Enrollees reasonably requested by UCare in connection with each such review or program.
- 7.2 Reports. Participant agrees to furnish UCare with any reports or data concerning the services provided by Participant to Enrollees as UCare may reasonably require and in such form as UCare shall reasonably designate. Such data and reports shall be accurate, provided at Participant's expense and by a date determined by UCare after consultation with Participant. Such data and reports may include any information necessary for UCare to investigate potential fraud or abuse. Participant acknowledges that Enrollees consent to such disclosures upon enrollment and shall not require UCare to obtain additional consents and releases from Enrollees prior to providing such data and reports to UCare.
- 7.3 Complaints, appeals, and grievances. Participant shall cooperate with UCare's consumer complaint system and procedures as described in the Enrollee's Certificate of Coverage. Participant shall designate a person with appropriate authority to be responsible for cooperating with UCare in the handling and resolution of all complaints, appeals, and grievances. Participant shall adhere to the applicable state and federal appeals and

expedited appeals procedures, including gathering and forwarding to UCare information regarding such appeals in accordance with the procedure described in the Provider Manual. Participant shall inform UCare of all material complaints, appeals, and grievances filed with Participant which are related to Interpreter Services or Participating Providers. Participant shall cooperate with and participate in UCare's dispute resolution process, shall comply with UCare's requirements (as described in the Provider Manual) related to resolution of service denials and denials/ terminations/ reductions of service, and shall assist UCare in resolving complaints, appeals, and grievances, as reasonably requested by UCare.

ARTICLE 8: LICENSURE STATUS, CREDENTIALING, AND COMPLIANCE

- 8.1 Licensure status. Participant agrees to ensure that it and its interpreters will maintain, without material restriction, all applicable federal, state, and local licenses and permits required to provide Interpreter Services under this Agreement. Participant also agrees to notify UCare in writing within ten days of:
- a) any anticipated or actual material change in its capability to provide Interpreter Services under this Agreement, including any merger, acquisition, site opening or closing, and any material reduction in services;
 - b) any restriction, termination, stipulation, suspension, qualification, loss or limitation of licensure or certification; or
 - c) any disciplinary action, corrective action plan or investigation regarding any license or certification.

UCare shall notify Participant in writing of the reasons for any denial, suspension, and/or termination determinations that affect Participant.

- 8.2 Credentialing. Participant shall be subject to and comply with UCare's credentialing requirements as specified in the Provider Manual. UCare shall furnish to Participant notice of any change or addition to the credentialing requirements, including the nature of any such changes or additions, prior to the effective date of such changes or additions. As specified in UCare's credentialing requirements, Participant shall demonstrate to UCare upon UCare's request that:
- a) it is not and will not during the term of this Agreement become a party to any exclusive agreement which, by its terms, precludes Participant from rendering Interpreter Services hereunder;
 - b) it has conducted background checks on persons who provide Interpreter Services under this Agreement, and those background checks satisfy the requirements listed in the Provider Manual for such persons to provide Interpreter Services; and
 - c) it has never been convicted of fraud in regard to the United States Internal Revenue Service or any state tax agency.

- 8.3 Review, performance, and service improvement programs. Participant shall be subject to and comply fully with all reasonable protocols established or modified from time to time by UCare with respect to the provision of Interpreter Services to Enrollees, including, without limitation,
- a) protocols related to quality assurance and medical management; and
 - b) protocols and procedures as set forth in the Provider Manual or other protocols and procedures disseminated to Participant.

UCare shall develop such protocols and procedures in consultation with a subset of Participating Providers.

In the event UCare modifies these programs following the Effective Date of this Agreement, UCare shall communicate such changes to Participant prior to their adoption and permit Participant 30 days to comply with such additional or revised programs, unless a longer period of time is agreed upon by the parties. Continued failure to comply with any protocol and/or procedure as set forth in this Agreement may result in loss of reimbursement to Participant and/or termination of the Agreement.

- 8.4 Compliance with state and federal laws. Participant agrees to comply fully with all applicable state and federal statutes, rules, and regulations pertaining to the delivery of Interpreter Services, including but not limited to:
- a) all applicable Medicare laws, regulations, and CMS instructions;
 - b) all state and federal laws applicable to entities which receive federal funds; and
 - c) all applicable laws and regulations promulgated under Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, and the Americans with Disabilities Act.

UCare acknowledges that it oversees and is accountable to CMS for all Medicare Advantage (UCare for Seniors) requirements, and has overall responsibility to comply with Medicare risk contracts entered into between UCare and CMS. As reasonably requested by UCare, Participant shall cooperate with UCare's efforts to comply with all applicable state and federal statutes, rules and regulations, including but not limited to all applicable Medicare laws, regulations, and CMS instructions.

- 8.5 Lobbying disclosure. Participant certifies that federally appropriated funds are not and have not been expended by or on behalf of Participant to pay for any person for influencing or attempting to influence an officer or employee of any federal agency or any member or employee of the U.S. Congress in connection with the awarding of a federal contract, grant, loan, or cooperative agreement, or the renewal or modification thereof. If funds other than federally appropriated funds have been or will be paid for any activity described by the preceding sentence, Participant shall complete and submit the standard –LLL “Disclosure Form to Report Lobbying” in accordance with its instructions.
- 8.6 Attestation of compliance with CMS requirements for “downstream” contracts. Participant agrees that its subcontracts with providers and entities (“Subcontractors”) applicable to services provided to Medicare Advantage (UCare For Seniors) or Dual Program Enrollees contain provisions that are consistent with the following CMS requirements:
- a) Subcontractor agrees to safeguard patients' privacy and confidentiality, and to assure the accuracy of patients' health records.
 - b) Subcontractor acknowledges that UCare or its Agent agrees to make reimbursement within 30 days after receipt of a Clean Claim, using any forms approved by UCare.

- c) Subcontractor agrees that in no event, including but not limited to nonpayment by UCare or its Agent, insolvency of UCare, or breach of the agreement, shall Subcontractor bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from, or have any legal recourse against an Enrollee or persons (other than UCare) acting on the Enrollee's behalf for Interpreter Services provided under the agreement.
- d) Payment and incentive arrangements between Participant and Subcontractor must be specified in writing between the parties.
- e) Subcontractor agrees to maintain records pertaining to Interpreter Services provided under the agreement for a period of at least six years following provision of services, and agrees to cooperate, assist, and provide information (in a manner consistent with state and federal law) as requested by CMS and/or its designees in any audit or inspection during the agreement and for a period of six years following its termination.
- f) Subcontractor acknowledges that UCare oversees and is accountable to CMS for any functions and responsibilities described in the Medicare Advantage (UCare For Seniors) regulations, and Subcontractor agrees to comply with Medicare laws, regulations, and CMS instructions.
- g) Any function delegated by UCare to Participant under this Agreement that is further delegated by Participant to another person or entity must be pursuant to a written agreement that complies with 42 C.F.R. §422.502(i)(3)(iii) and 42 C.F.R. §422.502(i)(4).
- h) UCare has the right to revoke this Agreement if Participant or Subcontractor does not perform services satisfactorily and if reporting and disclosure requirements are not timely.
- i) If credentialing is delegated, the entity to be credentialed must meet all Medicare Advantage credentialing requirements, and the credentials of medical professionals will be either reviewed by UCare or the credentialing process will be reviewed, approved, and audited by UCare on an ongoing basis.
- j) If provider selection is delegated, UCare retains the right to approve, suspend, or terminate any such arrangement.
- k) Responsibilities performed by an administrative services entity and/or any delegated administrative services entity will be monitored by UCare on an ongoing basis.

Subcontractor shall comply with all protocols and procedures established or modified from time to time by UCare with respect to Covered Services provided to Enrollees, including but not limited to the Provider Manual.

ARTICLE 9: INSURANCE AND INDEMNIFICATION

- 9.1 Participant insurance. Participant shall procure and maintain throughout the term of this Agreement, at Participant's sole cost and expense:

- a) policies of professional liability errors and omissions) insurance as shall be necessary to insure Participant's obligations herein, in amounts of coverage which are standard for Interpreter Services providers in the state in which Participant furnishes Interpreter Services and which are not less than \$1 million per occurrence and \$1 million aggregate; and
- b) policies of general liability and other insurance as shall be necessary to insure Participant's obligations as set forth herein.

Participant shall provide to UCare within ten days of UCare's request evidence of initial and continued compliance with the provisions of this section.

- 9.2 UCare insurance. UCare agrees to procure and maintain throughout the term of this Agreement, at UCare's sole cost and expense, policies of general liability and professional liability insurance. UCare shall provide to Participant within ten days of Participant's request evidence of initial and continued compliance with the provisions of this section.
- 9.3 Participant hold harmless. Participant shall indemnify, defend and hold UCare harmless from any claims, liabilities, losses, demands and costs and expenses of any kind, including reasonable attorney's fees, which UCare may hereafter incur, sustain or be required to pay by reason of any negligent act or omission or any intentional misconduct of Participant or of any servant, agent, physician or employee of Participant.
- 9.4 UCare hold harmless. UCare shall indemnify, defend and hold Participant harmless from any claims, liabilities, losses, demands and costs and expenses of any kind, including reasonable attorney's fees, which Participant may hereafter incur, sustain or be required to pay by reason of any negligent act or omission or any intentional misconduct of UCare or of any servant, agent, physician or employee of UCare.

ARTICLE 10: TERM AND TERMINATION

- 10.1 Term. The term of this Agreement shall commence on the Effective Date of this Agreement and shall continue until terminated in accordance with the terms of this Agreement.
- 10.2 Termination. This Agreement may be terminated by the mutual agreement of the parties or as follows:
 - 10.2.1 Termination by UCare upon Event of Default. This Agreement may be terminated by UCare upon written notice to Participant, with such termination effective as described in this section, upon the occurrence of an Event of Default by Participant hereunder. Each of the following shall constitute an Event of Default by Participant and termination may occur as

follows:

- a) effective immediately, upon Participant's suspension or exclusion from participation in federal or state health care programs;
- b) effective immediately, upon a determination by UCare that the health, safety, or welfare of one or more Enrollees is in immediate jeopardy if the Agreement is continued;
- c) effective immediately, upon any material impairment of Participant's ability to perform under this Agreement;
- d) effective immediately, if Participant fails to maintain an insurance program as described in Section 9.1;
- e) effective immediately, if Participant becomes insolvent, is adjudicated as bankrupt or has a receiver appointed or makes a general assignment for the benefit of creditors;
- f) effective immediately, upon a determination by UCare based on reliable evidence that Participant has made any untrue statements of material fact or any intentional misrepresentation of any fact, whether or not material, in any claim for payment, or any application form, survey, questionnaire or statement provided to UCare;
- g) effective immediately, upon a reasonable belief by UCare that Participant is engaged in fraud or abuse with regard to the provision of Covered Services under this Agreement. This reasonable belief may be, but is not required to be, based upon the finding of a state or federal government agency, the Medicaid Fraud Control Unit, a court of law, or other legal entity that Participant is or has been engaged in fraud or abuse with regard to Covered Services provided under this Agreement or similar services;
- h) effective no less than 30 days following notice, if a change occurs in Participant's affiliations, staff privileges, or specialty status in such a way as to substantially limit Participant's range of services or access to participating hospitals; or
- i) effective no less than 30 days following notice, if one or more of Participant's health care professionals is (i) suspended or excluded from the federal or state health care programs, (ii) indicted or convicted for a felony or any criminal charge relating to the practice of medicine or to providing health care services, or (iii) the subject of disciplinary action by an applicable board or a hospital (including any limitations on the health care professional's license or staff privileges), provided that UCare may, in addition to or in lieu of terminating this Agreement, terminate such health care professional's authority to provide Covered Services under this Agreement, effective immediately upon notice thereof.

10.2.2 Termination by Participant upon Event of Default. This Agreement may be terminated by Participant immediately upon written notice to UCare upon the occurrence of an Event of Default by UCare hereunder. Each of the following shall constitute an Event of Default by UCare:

- a) revocation of any certification or license of UCare necessary for performance of this Agreement;

- b) UCare becomes insolvent, is adjudicated as bankrupt or has a receiver appointed or makes a general assignment for the benefit of creditors; or
- c) continued failure by UCare to make payments due to Participant pursuant to this Agreement within 30 days after Participant's submission of Clean Claims for Covered Services to UCare; however, such obligation shall not apply to claims pending by UCare for purposes of coordinating benefits, investigating fraud or abuse, or gathering additional information required to correctly and properly adjudicate the claim.

10.2.3 Breach. Except as otherwise permitted upon an Event of Default as defined above, either party shall have the right to terminate this Agreement in the event of the other party's material breach of a provision of this Agreement in accordance with this section. The party alleging the breach shall provide the other party with detailed notice of the alleged breach and of the intent to terminate the Agreement in the event the breach is not cured within a specified reasonable time period, which shall not be less than 30 days. In the event that the breach is not cured within such time frame, then this Agreement shall terminate as provided in the notice provided by the terminating party. The nonbreaching party may terminate this Agreement immediately upon written notice, without providing the breaching party an opportunity to cure the material breach, if the material breach is of the same type as described in a prior notice sent, pursuant to this section and within the 12 months prior to the current breach, by the nonbreaching party to the breaching party regarding a breach that was previously cured.

10.2.4 Without cause termination. This Agreement may be terminated by UCare or Participant, without cause in accordance with this paragraph, by providing the other party with written notice of its intent to terminate. Such notice must specify the termination date. The termination date must be the last day of a month and must be a date that is at least 125 days after notice is given. Unless otherwise terminated pursuant to this section, such termination shall be effective only on the termination date. This right to terminate does not preclude UCare or Participant from exercising its right to arbitrate a dispute as provided in Section 10.4 of this Agreement.

10.2.5 Termination of subcontractors. In the event Participant has subcontracted with other providers or entities to provide Covered Services under this Agreement, any termination of this Agreement shall also include termination of those subcontractors for Covered Services provided under this Agreement.

10.3 Rights and obligations. The rights and obligations of each party to this Agreement shall continue through the termination date hereof. Each party will remain liable for any obligations or liabilities arising from activities undertaken prior to the effective date of termination. Upon notice of termination of this Agreement, UCare and Participant each shall have the right to give notice of that termination to Enrollees. UCare and Participant

each shall cooperate with the other in providing such notification and Participant shall cooperate with UCare in transferring to other Participating Providers all Enrollees then under Participant's care, effective no later than the termination of this Agreement. In certain cases, Participant may be required to continue providing Covered Services to Enrollees for up to 120 days, in accordance with applicable law, or for a longer period of time, in accordance with Minnesota Statutes § 62Q.56(1)(a). For such continued care, UCare shall compensate Participant under the terms of this Agreement with respect to otherwise Covered Services rendered by Participant to the Enrollee.

- 10.4 Dispute resolution. Any dispute arising out of or related to this Agreement shall be settled in accordance with this section. Nothing in this section shall prohibit a party from giving notice of termination under the terms of this Agreement.
- 10.4.1 If any clinically-based dispute develops about participation status, it will be handled in accordance with UCare's credentialing policies and procedures. If any other dispute develops between the parties relating to this Agreement, the parties will meet and negotiate in good faith in an attempt to resolve it and will follow the dispute resolution processes outlined below.
- 10.4.2 If such dispute remains unresolved 30 days after one party sent written notice of the dispute to the other party, either party may submit the dispute for resolution through good faith negotiations between one self-appointed executive officer of each party. Unless the parties mutually agree to extend their negotiations or agree to an alternative process, if the dispute remains unresolved 30 days after the date the executive officers commenced their negotiations, then the dispute shall be submitted to mediation. The mediation shall be conducted by one mediator who shall be selected jointly by the parties within ten days after notice of either party's request for mediation. The mediation shall be non-binding and shall commence promptly, but in any case within 30 days after selection of the mediator. Each party shall bear its own costs associated with the mediation, but the costs of the mediator and related expenses (meeting room costs, etc.) shall be shared equally.
- 10.4.3 In the event the mediator declares that the parties are at an impasse or not all disputes are resolved, then a party may bring an action in any court of competent jurisdiction as the party deems necessary.
- 10.4.4 Additionally, nothing in this section will limit a party from bringing an action in any court of competent jurisdiction for injunctive or other equitable relief as a party deems necessary or appropriate to stop the conduct or threatened conduct of the other party. In addition, if a party to this Agreement is named as a defendant in a third party lawsuit, claims for contribution or indemnification against the other party hereto may be brought in the third party litigation.

ARTICLE 11: MISCELLANEOUS

- 11.1 Notice. All notices, communications, payments, and other documents required or permitted by this Agreement shall be conclusively deemed to be given (i) upon receipt if the same is delivered personally, by courier, by delivery service, or (ii) two days after being sent by registered or certified United States mail, postage prepaid and addressed to the recipient at the address shown in the signature block to this Agreement, or to such other addresses as may be provided by either party to the other.
- 11.2 Relationship of parties. The relationship between the parties hereto is that of independent entities contracting with each other solely for the purpose of effecting the provisions of this Agreement. Neither of the parties hereto, nor any of their respective employees, shall be construed to be the agent, employee or representative of the other. Further, this Agreement shall not be construed to create a partnership, joint venture or like relationship between the parties hereto.
- 11.3 Advertisement. Participant agrees that UCare may list Participant's name, address, telephone number, website, specialty or other area of concentration, and other publicly available information such as special services offered by Participant in such listings, directories, brochures, and other writings as may be determined by UCare.
- 11.4 Amendment. This Agreement may be amended by UCare by providing written notice to Participant specifying the effective date, in accordance with and subject to the limitations of this section, for purposes of bringing this Agreement into compliance with a federal or state law, rule, regulation, or agency mandate. Such amendment shall become effective on the effective date or the compliance date (if later) of the law, regulation, or agency mandate that gave rise to the need to amend this Agreement for purposes of conforming to such requirement. Any other amendments or modifications to this Agreement must be mutually agreed to by the parties, in writing, and signed by both parties.
- 11.5 Governing law. This Agreement is made and entered into in the State of Minnesota and shall be governed in all respects by the laws of the State of Minnesota.
- 11.6 Benefit. Participant's rights, duties, obligations and undertakings under this Agreement are binding upon Participant and are not assignable in whole or in part without the prior written approval of UCare, which consent shall not be unreasonably withheld. UCare shall have the absolute right, in its sole discretion, to assign all or any of its rights and obligations hereunder to an entity that controls or is controlled by UCare.
- 11.7 Entire agreement. Except as otherwise expressly provided herein, this

Agreement embodies the entire agreement between UCare and Participant concerning the subject matter of this Agreement and supersedes all other previous oral or written agreements concerning all or any part of the subject matter of this Agreement.

- 11.8 Severability. If any part of this Agreement should be determined to be invalid, unenforceable, or contrary to law, that part shall be deleted and the other parts of this Agreement shall remain fully effective.
- 11.9 Survival. Any section of this Agreement that by its terms contemplates or requires continuing effect following termination of this Agreement shall survive such termination. Specifically, and without limitation, Sections 3.1, 3.3, 3.5, 3.6, 8.3 and 8.4 shall survive termination of this Agreement.
- 11.10 Subcontracts. Participant shall not subcontract to another entity for the provision of Covered Services under this Agreement without the prior written approval of UCare at UCare's sole discretion. Any approved subcontract arrangement shall ensure that the subcontractor is obligated to comply with the terms and conditions of this Agreement. UCare shall have no liability or obligations with respect to a subcontractor, and Participant agrees to hold UCare harmless from any claims, expenses or costs alleged by a subcontractor against UCare. Participant acknowledges that it is responsible for the performance of a subcontractor under this Agreement, and that UCare's rights under this Agreement are enforceable against Participant with respect to acts or omissions by a subcontractor.

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IN WITNESS WHEREOF, each party has caused this Agreement to be signed on its behalf by its duly authorized representative.

UCare Minnesota
P.O. Box 52
500 Stinson Boulevard., NE.
Minneapolis, MN 55440-8551

«**Company**»
«Address1»
«Address2»
«City», «State» «PostalCode»

Laurie Dean
Senior Vice President, Operations

By

Printed Name

Formal Title

Date

Date

EXHIBIT A
to the
Interpreter Services Participation Agreement

SERVICES PROVIDED UNDER THIS AGREEMENT

Interpreter Services

EXHIBIT B
to the
Interpreter Services Participation Agreement

REIMBURSEMENT SCHEDULE

UCare Minnesota shall reimburse Participant for Covered Services provided to UCare Enrollees according to the following schedule:

Products	Reimbursement
<ul style="list-style-type: none">• Medical Assistance• General Assistance• MinnesotaCare• Medicare Advantage – <i>UCare for Seniors</i>• Minnesota Senior Health Options (MSHO)• Minnesota Disability Health Options (MnDHO) – <i>UCare Complete</i>• Minnesota Senior Care Plus (MSC+)• <i>UCare Connect</i>	<ol style="list-style-type: none">1) Face to Face interpreting will be reimbursed at the State of Minnesota Medical Assistance rate with a one-hour minimum or actual time, whichever is greater.2) Medical telephone conference call that involves a medical professional will be reimbursed at \$8.00 per call.

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EXHIBIT C
to the
Interpreter Services Participation Agreement

SITE LISTING

Practicing Addresses:	Identifying Numbers:	Billing Address:
«Company» «Address1» «Address2» «City», «State» «PostalCode» Ph. «Phone» Fax «Fax» «County» County	Tax ID#: «Tax_number» NPI: «NPI»	Same

**Exhibit D
to the
Interpreter Services Participation Agreement**

PRODUCTS COVERED UNDER THIS AGREEMENT

- Minnesota Health Care Programs products;
 - Medical Assistance
 - MinnesotaCare
 - General Assistance Medical Care
 - Minnesota Senior Care Plus (MSC+)
- Medicare Advantage products (including *UCare for Seniors*);
- Minnesota Senior Health Options (MSHO)
- Minnesota Disability Health Options (MnDHO); and
- *UCare Connect*

**NOTICE OF AMENDMENT TO UCARE MINNESOTA
PARTICIPATION AGREEMENT**

WHEREAS, UCare Minnesota (“UCare”) and «**Company**» are parties to a Participation Agreement or Agreements that permit amendment by notification where the amendment is necessary to bring a Participation Agreement into compliance with state and federal law;

WHEREAS, the Medicare Prescription Drug, Improvement, and Modernization Act of 2003, and related regulations and guidance from the Centers for Medicare & Medicaid Services (“CMS”), changed certain requirements for contracts between Medicare Advantage health plans and participating providers;

WHEREAS, to ensure compliance with Medicare Advantage laws, regulations and related CMS guidance, UCare must amend its Participation Agreements with providers serving *UCare for Seniors* and Minnesota Senior Health Options enrollees and enrollees in other Medicare Advantage plans;

WHEREAS, references to applicable CMS regulations and guidance requiring these amendments may be found in the CMS Medicare Advantage Audit Guide, Version 4, Chapter 11 at http://www.cms.hhs.gov/HealthPlansGenInfo/28_MAGuide.asp#TopOfPage;

NOW, THEREFORE, UCare hereby notifies «**Company**» receiving this Notice of Amendment to UCare Participation Agreement that its agreement(s) and any related amendments (collectively “Participation Agreement”) with UCare governing services provided to enrollees of UCare’s Medicare Advantage plans, including but not limited to *UCare for Seniors* and Minnesota Senior Health Options, are amended as follows effective January 1, 2007.

1. References in the Participation Agreement to “Medicare+Choice” are stricken and replaced with “Medicare Advantage.”
2. The following provisions are added to the Participation Agreement, and to the extent they conflict with any current provision, they supersede such current provision.

Participant agrees to safeguard an Enrollee’s privacy and confidentiality, consistent with all State and Federal laws (including requirements from UCare necessary for compliance), and to assure the accuracy of an Enrollee’s medical, health and enrollment information and records, as applicable.

Participant shall hold Enrollees harmless for payment of fees that are the legal obligation of UCare. In addition, provided this Agreement has not been terminated, Participant shall continue to provide any Medicare Advantage Enrollee with Covered Services through the duration of the contract period for which CMS premium payment has been made to UCare. Furthermore, in the event an Enrollee is hospitalized on the date of termination of UCare’s contract with CMS or on the date of UCare’s insolvency, Participant shall continue to provide the Enrollee Covered Services until the Enrollee is discharged.

Participant agrees to maintain records pertaining to Covered Services provided under the agreement for a period of at least ten years following provision of services, and agrees to cooperate, assist, and provide information (in a manner consistent with State and Federal law) as requested by CMS and/or its designees in any audit or inspection during the agreement and for a period of ten years following its termination.

Participant acknowledges that UCare oversees and is accountable to CMS for any functions and responsibilities described in Medicare Advantage regulations, and Participant agrees to comply with Medicare laws, regulations, and CMS instructions, as well as provide services consistent with and comply with UCare's contractual obligations with CMS.

Participant shall comply with all protocols and procedures established or modified from time to time by UCare with respect to Covered Services provided to Enrollees, including but not limited to the UCare Provider Manual which is hereby incorporated by this reference.

UCare shall make prompt payment within 30 days of receipt of a Clean Claim as specified in the Participation Agreement.

Any function delegated by UCare to Participant under this Agreement that is further delegated by Participant to another person or entity must be pursuant to a written agreement that complies with 42 C.F.R. §422.504(i)(4).

3. The following provisions are added to the Participation Agreement, and to the extent they conflict with any current provision, they supersede such current provision.

Attestation of compliance with CMS requirements for "downstream" contracts. If Participant subcontracts with providers and entities ("Subcontractors") to provide services to Medicare Advantage (including but not limited to special needs plan and coordinated care plan) Enrollees, such subcontracts must contain provisions that are consistent with the following CMS requirements:

- a) Subcontractor agrees to safeguard an Enrollee's privacy and confidentiality, consistent with all State and Federal laws (including requirements from UCare necessary for compliance), and to assure the accuracy of an Enrollee's medical, health and enrollment information and records, as applicable.
- b) Subcontractor shall hold Enrollees harmless for payment of fees that are the legal obligation of UCare. In addition, provided this Agreement has not been terminated, Subcontractor shall continue to provide any Medicare Advantage Enrollee with Covered Services through the duration of the contract period for which CMS premium payment has been made to UCare. Furthermore, in the event an Enrollee is hospitalized on the date of termination of UCare's contract with CMS or on the date of UCare's insolvency, Subcontractor shall continue to provide the Enrollee Covered Services until the Enrollee is discharged.

- c) Subcontractor agrees to maintain records pertaining to Covered Services provided under the agreement for a period of at least ten years following provision of services, and agrees to cooperate, assist, and provide access and information (in a manner consistent with State and Federal law) as requested by CMS and/or its designees in any audit or inspection during the agreement and for a period of ten years following its termination or from the date of completion of any audit, whichever is later.
 - d) Subcontractor acknowledges that UCare oversees and is accountable to CMS for any functions and responsibilities described in Medicare Advantage regulations, and Subcontractor agrees to comply with Medicare laws, regulations, and CMS instructions, as well as provide services consistent with and comply with UCare's contractual obligations with CMS.
 - e) Subcontractor shall comply with all protocols and procedures established or modified from time to time by UCare with respect to Covered Services provided to Enrollees, including but not limited to the UCare Provider Manual.
 - f) Any function delegated by UCare to Participant under this Agreement that is further delegated by Subcontractor to another person or entity must be pursuant to a written agreement that complies with 42 C.F.R. §422.504(i)(4).
 - g) Subcontractor acknowledges that UCare or its Agent agrees to make reimbursement within 30 days after receipt of a Clean Claim, using any forms approved by UCare.
4. All other provisions of the Participation Agreement that do not conflict with the above provisions shall remain in full force and effect.

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**NOTICE OF AMENDMENT TO UCARE PARTICIPATION AGREEMENT
NO. 2**

WHEREAS, UCare (“UCare”) and «**Company**» are parties to a Participation Agreement or Agreements that permit amendment by notification where the amendment is necessary to bring a Participation Agreement into compliance with state and federal law;

WHEREAS, the Medicare Prescription Drug, Improvement, and Modernization Act of 2003, and related regulations and guidance from the Centers for Medicare & Medicaid Services (“CMS”) including those rules found at 72 Fed. Reg. 68700 (Dec. 5, 2007), changed certain requirements for contracts between Medicare Advantage health plans and participating providers;

WHEREAS, the Minnesota Department of Human Services (“DHS”) established new requirements for state public program plans relating to disclosures and reports by providers of significant business transactions with providers and of ownership information;

WHEREAS, to ensure compliance with Medicare Advantage laws, regulations and related CMS guidance, and with DHS requirements, UCare must amend its Participation Agreements with providers;

NOW, THEREFORE, UCare hereby notifies «**Company**» receiving this Notice of Amendment to UCare Participation Agreement that its agreement(s) and any related amendments (collectively “Participation Agreement”) with UCare are amended as follows effective January 1, 2009.

1. The following provisions are added to the Participation Agreement, and to the extent they conflict with any current provision, they supersede such current provision.

Participant shall monitor the list of individuals and entities excluded from participating in the Medicare and Medicaid programs which is maintained by the HHS-OIG, and ensure that providers, subcontractors, employees, and owners are not excluded. If any contracted provider, subcontractor, employee or owner becomes excluded, Participant shall take corrective action and make a report to UCare within three business days.

Participant shall report to UCare credible information about fraud, waste and abuse related to services provided to Enrollees, as required by CMS.

With respect to UCare’s state health care program plans provided under contracts with DHS, Participant shall disclose to UCare in writing any “business transactions” as defined by, and in accordance with, 42 C.F.R. § 455.105(b) by August 1 of each year. In addition, Participant shall disclose to UCare in writing any changes in ownership or control in accordance with 42 C.F.R. § 455.104, within 14 days of such change. In making reports under this provision, Participant shall use any forms or guidelines set forth in UCare’s Provider Manual at www.ucare.org.

With respect to UCare’s Medicare Advantage plans, Participant agrees to ensure that a contract with a “downstream entity” as defined by 42 C.F.R. § 422.2 requires the downstream entity to allow the U.S. Department of Health and Human Services, the Comptroller General, or their designees the right to audit, evaluate, and inspect any

books, contracts, and records, including medical records, of the downstream entity involving any transactions related to CMS' contract(s) with UCare for Medicare Advantage plans including special needs plans.

With respect to UCare's Medicare Advantage plans, Participant shall cooperate with UCare in ensuring that CMS requirements for training on Medicare fraud, waste and abuse are met, including participating in any such training coordinated or designated by UCare. Participant hereby attests and acknowledges that it has a compliance program which addresses Medicare fraud, waste and abuse and includes training of employees and of contractors as appropriate. Participant shall provide UCare evidence that training on Medicare fraud, waste and abuse has occurred in accordance with this section, upon UCare's request.

With respect to UCare's Medicare Advantage plans, Participant shall cooperate with UCare to ensure compliance with 42 C.F.R. § 422.310, and, as a condition of payment by UCare for Covered Services, shall submit complete and accurate risk adjustment data as required by CMS, including complete and accurate diagnosis codes on claims for payment. Participant shall submit medical records or other information requested by UCare or CMS for the validation of risk adjustment data in accordance with 42 C.F.R. § 422.310(e).

2. All other provisions of the Participation Agreement that do not conflict with the above provisions shall remain in full force and effect.

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Appendix E
UCare's Required Information for Interpreter Services Agreement

This form is to be completed for each interpreter prior to the interpreter performing interpreter services for UCare members. The interpreter services agency is responsible for keeping an original copy of this form on file for each interpreter. Upon request from UCare, interpreter services agency will submit the completed form(s) to UCare within five (5) days of such request.

Organization Name: _____
Interpreter Name: _____
Date Form Completed: _____

- ____ Newly Assigned Interpreter (complete entire form)
- ____ Terminated Interpreter (requires completion of only the top portion of this form)
- ____ Date of Termination _____
- ____ Reason for Termination _____

Item:

____ Resume on File: (Y/N) _____

____ Date of verification of successful criminal background study: _____

____ Date of "excluded persons" background screen: _____

____ Date interpreter provided proof of immunization of measles (rubeola), mumps and rubella, or positive titre; chicken pox (varicella), positive history, or positive titre; hepatitis B series or documented immunity: _____

____ Annual Mantoux or chest x-ray results or completed drug therapy or a statement from a provider indicating that the interpreter does not have active tuberculosis (TB): _____

Renewal Date(s): _____

____ Date of orientation completion (including, but not limited to, the items listed below under renewal/ongoing training): _____

____ Renewal/Ongoing Training / Demonstration of Qualifications Date(s): _____

- (1) Patient confidentiality _____
- (2) Personal training safety _____
- (3) UCare interpreter service requirements and expectations (UCare Provider Manual, Chapter 11, www.ucare.org) _____
- (4) Any other topics as requested by UCare _____
- (5) Demonstration of an understanding of and sensitivity to cultural issues _____
- (6) Demonstrated proficiency in both English and the other language, including demonstrated ability to convey medical information in both languages, accurately _____
- (7) Orientation and training that includes the skills and ethics of interpreting and the standards of practice (e.g., confidentiality, NCIHC Standards of Practice and Code of Ethics, etc.) _____
- (8) Proficient knowledge in both languages and medical terminology _____
- (9) Interpreter services agency Code of Conduct is maintained and upheld _____
- (10) Other _____

Verifying Signature: _____ Date: _____

Telephone Number: _____