

# UPMC Vision *Advantage*

## Letter of Agreement

This Letter of Agreement (LOA) is made by and between UPMC Health Plan, Inc., a Pennsylvania corporation (hereinafter "UPMCHP"), having a business address of One Chatham Center, Suite 900, 112 Washington Place, Pittsburgh, Pennsylvania 15219; and Provider, a health care provider licensed under the laws of the Commonwealth or other state in which Provider's practice is located, that has signed the Execution Page attached hereto.

This LOA establishes an arrangement whereby UPMCHP agrees to compensate Provider for covered services rendered to UPMCHP members enrolled in UPMCHP vision products in accordance with each member's applicable benefit plan. During the term of this LOA, UPMCHP shall compensate Provider at a rate set forth on the UPMC Vision *Advantage* rates attached hereto. UPMCHP shall pay Clean Claims submitted for the provision of services to members enrolled in a vision product within forty-five (45) days of receipt of a Clean Claim.

UPMCHP and Provider agree that, for services rendered to UPMCHP members hereunder, each shall comply with its respective obligations set forth by applicable federal and state laws and regulations, including, but not limited to, the Health Insurance Portability and Accountability Act.

Moreover, in accordance with applicable law and UPMCHP policy, Provider shall, in no event, including, but not limited to, non-payment by UPMCHP, UPMCHP's insolvency, or UPMCHP's breach of this LOA, bill, charge, collect a deposit from, seek compensation, remuneration, or reimbursement from, or have any recourse against members or persons, other than UPMCHP, acting on behalf of the member for services covered by UPMCHP. The preceding sentence shall not prohibit Provider from collecting or pursuing collection of copayments, coinsurance, deductibles, or charges for non-covered services in accordance with the terms and conditions set forth herein. Provider further agrees that this paragraph shall survive the termination of this LOA regardless of the cause giving rise to the termination. Additionally, Provider agrees that this paragraph shall be construed for the benefit of members and supersedes any oral or written agreement to the contrary.

Provider and UPMCHP agree that, throughout the duration of the LOA, both parties will negotiate in good faith to reach an agreement by which Provider shall become a participating provider in UPMCHP's provider network for purposes of providing covered services to members enrolled in a UPMCHP vision product. This LOA will remain in effect until such time unless otherwise terminated as set forth below.

Either party may terminate this LOA with or without cause, for any or no reason, by providing the other party sixty (60) days prior written notice of said termination.

IN WITNESS WHEREOF, the parties hereto, being duly authorized to do so, have executed this Agreement as of the day and year in the signature blocks below.

### Provider

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

TIN: \_\_\_\_\_

### UPMC Health Plan, Inc.

By: \_\_\_\_\_

Sandra E. McAnallen  
Vice President  
Network Performance & Quality Improvement

Effective Date: \_\_\_\_\_