



October 11, 2007

McAllen Medical Center
Attention: Bob Wright
301 West Expressway 83
McAllen, TX 78503

[REDACTED]

Dear Mr. Wright:

This letter agreement sets forth the terms and conditions regarding Cadaveric Kidney Transplantation Services for [REDACTED] at McAllen Medical Center. This is not an authorization of medical necessity for a Kidney Transplant but a financial arrangement.

1. Definition Periods of Care

- **Phase 1: Pre-Transplant Evaluation.** This phase shall include only those Pre-Transplantation Covered Services required to evaluate Covered Persons for acceptance into Hospital's transplant program. Transplantation Covered Services provided by Hospital shall include inpatient and outpatient Covered Services required by Hospital's transplant evaluation protocol. Health Care Services not related to the organ transplant are not included in this phase. Phase 1 ends and Phase 2 begins at the time Covered Person is determined to be an appropriate candidate for transplantation.
- **Phase 2: Pre-Transplant Care.** This phase may include solid organ charges, related Transplantation Covered Services for inpatient and outpatient care, ancillary services, and health care professional services, including, but not limited to, physician, anesthesiology and nursing Transplantation Covered Services. Health care services not related to an organ transplant are not included in this phase. Phase 2 ends and Phase 3 begins on the day prior to transplantation.
- **Phase 3: Organ Procurement/Acquisition and Transplant Procedure.** This phase includes Transplantation Covered Services required from one day prior to the date of transplant through ninety (90) days. Transplantation Covered Services shall include all inpatient Covered Services, organ procurement, technical operating services, surgical procedures, ancillary health care service, and services of health care professionals, including, but not limited to physicians, anesthesiologists, nurses and ancillary providers during the continuous stay. Phase 3 shall include any Transplantation Covered Services including inpatient, outpatient and professional charges. Phase 3 ends and Phase 4 begins ninety-one (91) days after the Covered Person is discharged from the transplant confinement.
- **Phase 4: Follow-up Care or Post-Transplant Care.** This phase shall include Transplantation Covered Services, including, but not limited to, post-transplant infection, organ rejection, drug toxicity, and additional inpatient or outpatient Transplantation Covered Services required for completion of the transplant protocol. Phase 4 continues through the remainder of one (1) year after discharge from the transplantation confinement.

2. Payment Schedule

Payment for Phases 1, 2 and 4. Hospital shall accept as payment in full for Transplantation Covered Services sixty percent (60%) of the Usual Charge for all inpatient and outpatient Transplantation Covered Services provided during Phases 1, 2 and 4.

Payment Upon Death of a Covered Person or Termination of Covered Person's Health Plan. In the event a Covered Person dies or the applicable Health Plan terminates during any phase of transplant services, Hospital shall accept as payment in full the lesser of the case rate identified in phase 3 or sixty percent (60%) of the Usual Charges.

Payment for Phase 3. Hospital shall accept as payment in full for Transplantation Covered Services rendered to Covered Person during Phase 3 the amounts set forth below. Payment includes immunosuppressive medications.

<u>Transplant Type</u>	<u>Case Rate</u>	<u>CDL</u>	<u>Outlier Per Diem</u>
Kidney (Cadaveric Donor)	[REDACTED]	18	[REDACTED]

Outlier Per Diem Payment. Hospital shall accept as payment in full an Outlier Per Diem Payment as identified above for each day of hospital admission when the length of confinement for Transplantation Covered Services exceeds the CDL.

Inler Payment. In the event the Usual Charges for Transplantation Covered Services are less than the Case Rate identified above, Hospital shall accept as payment in full sixty percent (60%) of the Usual Charges.

3. Claims Administration

Claims for services rendered shall be submitted by McAllen Medical Center for all transplant-related services. Payment for rendered services under this agreement should be submitted to McAllen Medical Center.

Facility Health Care Provider
McAllen Medical Center Federal ID # 23-3069260
Affiliated Providers (charges billed separate from this agreement)
Dr. Irfan Agha Federal ID # 20-8207415 (transplant nephrologist)
Dr. Daniel McLean Federal ID # 45-1590601 (transplant surgeon)

Claims should be sent to :

Mutual of Omaha Health Care Service Center
Attention: Teri Reid
PO Box 9
Woodward, OK 73802

McAllen Medical Center will accept as payment in full from Companies for Covered Services the amount set forth in this agreement, and will not balance bill the insured for any charges other than deductibles, co-payments, co-insurance, and for non covered services. Please be advised that this approval is subject to all conditions, limitations, exclusions and other provisions including eligibility for coverage at the time services are rendered. This letter is not a guarantee of payment for services.

Please acknowledge your acceptance by signing a copy of this letter and returning to: Mutual of Omaha 3333 Farnam Street Omaha, NE 68175 attention: Jeannie Seeley.

Sincerely,

Kurt Irlbeck
VP of Network Development

As a representative of Hidalgo County I agree to all of the above terms.

By: _____
Title: _____
Date: _____

As a representative of McAllen Medical Center I agree to all of the above terms.

By: _____
Title: _____
Date: _____

cc: Jenny Potter (case manager)
cc: Teri Reid (claim representative)