

# INTRODUCTION

Our agreement consists of this contract, the appendices, and the additional materials we reference in the attached Appendix 1.

## Guiding principles

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We strive to operate in accordance with the following principles:

- *We want to work together with America's best physicians to improve the health care experience of our customers.*
- *We respect and support the physician/patient relationship while adhering fairly to the contract for benefits we provide our customers.*
- *Whether a particular treatment is covered under a benefit contract should not determine if the treatment is provided. Physicians and health care professionals should provide the care they believe is necessary regardless of coverage.*
- *You should discuss treatment options with patients regardless of coverage. We encourage that communication.*
- *Physicians should describe any factors that could affect their ability to render appropriate care. Matters such as professional training, financial incentives, availability constraints, religious or philosophical beliefs, and similar matters are all things that a physician should consider discussing with a patient. We encourage these communications. We urge full disclosure.*
- *Fairness and efficiency will govern the ways in which we administer our products. We will make our determinations promptly. Our commitments to our customers will be clear. We will honor our agreements. When it comes to coverage determinations, the language of the benefit contract will take precedence.*

## Next steps

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Please read this agreement. If you have questions, write to or call:

UnitedHealthcare  
Network Contract Support  
1311 W. President George Bush Highway, Suite 100  
Mail Route: TX023-1000  
Richardson, TX 75080-9870  
(800) 548-1078

You can visit our website at [www.unitedhealthcareonline.com](http://www.unitedhealthcareonline.com) (UnitedHealthcare Online®) for additional details on items described in the agreement. If the agreement is acceptable to you, please sign both of the enclosed copies of the contract, and send both copies to the address above.

# MEDICAL GROUP CONTRACT

UnitedHealthcare Insurance Company is entering into this agreement with you. It is doing so on behalf of itself, UnitedHealthcare of Texas, Inc., UnitedHealthcare Benefits of Texas, Inc., Evercare of Texas, L.L.C.

and its other affiliates for certain products and services we offer our customers, all of which we describe in the attached Appendix 2.

This agreement applies to you and to your professional staff (the physicians and other professionals who are your employees, or your independent contractors providing services to your patients, and who are subject to credentialing by us) and the services you provide at the locations in the attached Appendix 4. When this agreement refers to “you”, it also refers to your professional staff. Your professional staff is bound to the same requirements of this agreement as you are. You represent to us that you have the authority to bind your professional staff to this agreement.

## **What you will do**

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You need to be credentialed in accordance with our Credentialing Plan, as referenced in Appendix 1, for the duration of this agreement.

You must notify us in a timely manner about certain services you provide in accordance with our Administrative Guide so that we can provide our customers with the services we have committed to provide. If you do not so notify us about these services, you will not be reimbursed for the services, and you may not charge our customer.

Within one year of the effective date of this agreement, you must conduct business with us entirely on an electronic basis to the extent that we are able to conduct business electronically (described in the Administrative Guide), including but not limited to determining whether your patient is currently a customer, verifying the customer’s benefit, and submitting your claim. We will communicate enhancements in UnitedHealthcare Online® functionality as they become available and will make information available to you as to which products are supported by UnitedHealthcare Online.

You must submit your claims within 90 days of the date of service. After we receive your claim, if we request additional information in order to process your claim, you must submit this additional information within 90 days of our request. If your claim or the additional information is not submitted within these timeframes, you will not be reimbursed for the services, and you may not charge our customer.

You will submit claims only for services performed by you or your staff. Pass through billing is not payable under this agreement and may not be billed to our customer. For laboratory services, you will only be reimbursed for the services that you are certified through the Clinical Laboratory Improvement Amendments (CLIA) to perform, and you must not bill our customers for laboratory services for which you are not certified.

You will submit claims that supply all applicable information. These claims are complete claims. Further information about complete claims is provided in our Administrative Guide.

If you disagree with our payment determination on a claim, you may submit an appeal as described in our Administrative Guide.

You will not charge our customers anything for the services you provide, if those services are covered services under their benefit contract, but the applicable co-pay, coinsurance or deductible amount. If the services you provide are denied or otherwise not paid due to your failure to notify us, to file a timely claim, to submit a complete claim, to respond to our request for information, or based on our reimbursement policies and methodologies, you may not charge our customer. If the services you provide are denied for reason of not being medically necessary, you may not charge our customer unless our customer has, with knowledge of our determination of a lack of medical necessity, agreed in writing to be responsible for payment of those charges. If the services you provide are not covered under our customer's benefit contract, you may, of course, bill our customer directly. You will not require a customer to pay a "membership fee" or other fee in order to access you for covered services (except for co-payments, coinsurance and/or deductibles provided for under the customer's benefit contract) and will not discriminate against any customer based on the failure to pay such a fee.

You will cooperate with our reasonable requests to provide information that we need. We may need this information to perform our obligations under this agreement, under our programs and agreements with our customers, or as required by regulatory or accreditation agencies.

You will refer customers only to other network physicians and providers, except as permitted under our customer's benefit contract, or as otherwise authorized by us or the participating entity.

### **What we will do**

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We or the other applicable participating entity will promptly adjudicate and pay your complete claim for services covered by our customer's benefit contract. If you submit claims that are not complete,

- You may be asked for additional information so that your claim may be adjudicated; or
- Your claim may be denied and you will be notified of the denial and the reason for it; or
- We may in our discretion attempt to complete the claim and have it paid by us or the other applicable participating entity based on the information that you gave in addition to the information we have.

If governing law requires us to pay interest or another penalty for a failure to pay your complete claim for covered services within a certain time frame, we will follow those requirements. The interest or other penalty required by law will be the only additional obligation for not satisfying in a timely manner a payment obligation to you. In addition, if we completed a claim of yours that was not complete, there shall be no interest or other late payment obligation to you even if we subsequently adjust the payment amount based on additional information that you provide.

The applicable participating entity will reimburse you for the services you deliver that our customer's benefit contract covers. The amount you receive will be based on the lesser of your billed charges or our fee schedule, which is described at Appendix 1 and is subject to the reimbursement (coding) policies and methodologies of us and the participating entities. Our reimbursement policies and methodologies are updated periodically and will be made available to you online or upon request. To request a copy of our reimbursement policies and methodologies, write to UnitedHealthcare, Network Contract Support, 1311 W. President George Bush Highway, Suite 100, Mail Route: TX023-1000, Richardson, TX 75080-9870. Your reimbursement is also subject to our rules concerning retroactive eligibility, subrogation and coordination of benefits (as described in the Administrative Guide). We recognize CPT reporting guidelines as developed by the American Medical Association, as well as ICD diagnostic codes and hospital-based revenue codes. Following these guidelines does not imply a right to reimbursement for all services as coded or reported.

Ordinarily, fee amounts listed in the Payment Appendix(ices) are based upon primary fee sources. We reserve the right to use gap-fill fee sources where primary fee sources are not available.

We routinely update our fee schedule in response to additions, deletions and changes to CPT codes by the American Medical Association, price changes for immunizations and injectable medications, and in response to similar changes (additions and revisions) to other service coding and reporting conventions that are widely used in the health care industry, such as those maintained by the Centers for Medicare and Medicaid Services (for example HCPCS, etc.). Ordinarily, our fee schedule is updated using similar methodologies for similar services. We will not generally attempt to communicate routine maintenance of this nature and will generally implement updates within 90 days from the date of publication.

We will give you 90 days written or electronic notice of non-routine fee schedule changes which will substantially alter the overall methodology or reimbursement level of the fee schedule. In the event such changes will reduce your overall reimbursement under this Agreement, you may terminate this Agreement by giving 60 days written notice to us, provided that the notice is given by you within 30 days after the notice of the fee schedule change.

If either of us believes that a claim has not been paid correctly, either of us may seek correction of the payment within a 12-month period following the date the claim was paid, except that overpayments as a result of abusive or fraudulent billing practices may be pursued by us beyond the 12-month time frame mentioned above. In the event of an overpayment, we will correct these errors by adjusting future claim payment and/or by billing you for the amount of the overpayment.

### **Your professional staff and Practice Locations**

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You represent to us that all of the members of your professional staff, as of the date you executed this agreement, are listed in Appendix 3. All of the members of your professional staff will participate in our network through this agreement, except in cases in which one of your professional staff is not accepted for participation or is removed from participation under our credentialing program, or removed from participation by us immediately due to that professional being sanctioned by any governmental agency or authority (including Medicare or Medicaid), or having lost a license to provide all or some of the professional services under this agreement, or no longer having hospital admitting privileges in any participating hospital. Your professional staff will cooperate with our credentialing program.

If a new professional joins your professional staff, you will give us 60 days notice and provide the information included in Appendix 3. You will assure that the new professional will promptly submit a credentialing application to us (unless the new professional is already credentialed with us) and cooperate with our credentialing program.

You will assure that a member of your professional staff who has not been approved or is not in good standing under our credentialing program will not provide covered services to our customers. In the event that professional does provide covered services, you will not bill us, our customer, or anyone acting on our customer's behalf for the service, and you will assure that the professional also does not bill for the service.

If a professional leaves your professional staff, you will notify us within ten business days after you become aware that the professional will leave. The notice will include the date that the professional will depart from your professional staff. If you know the future contact information for the professional and whether the professional will continue to practice after leaving your professional staff, you will make

reasonable commercial efforts to include that information in the notice and will provide that information to us if we request it.

This agreement applies to your practice locations identified in Appendix 4. If you begin providing services at other locations (either by opening such locations yourself, or by acquiring, merging or coming under common ownership and control with an existing provider of services that was not already under contract with us or one of our affiliates to participate in a network of health care providers), those additional locations will become subject to this agreement 30 days after we receive notice from you.

If you acquire or are acquired by, merged with, or otherwise become affiliated with another provider of health care services that is already under contract with us or one of our affiliates to participate in a network of health care providers, this agreement and the other agreement will each remain in effect and will continue to apply as they did prior to the acquisition, merger or affiliation, unless otherwise agreed to in writing by all parties to those agreements.

If you decide to transfer some or all of your assets to another entity, and the result of the transfer would be that all or some of the services subject to this agreement would be rendered by the other entity rather than by you, you must first request that we approve an assignment of this agreement as it relates to those services and the other entity must agree to assume this agreement.

#### **How long our agreement lasts; how it gets amended; and how it can end**

Assuming you are credentialed by us, and we execute this agreement, you will receive a copy from us with the effective date noted below the signature block. It continues until one of us terminates it.

We can amend this agreement or any of the appendices on 90 days written or electronic notice by sending you a copy of the amendment. Your signature is not required to make the amendment effective. However, if you do not wish to continue your participation with our network as changed by an amendment that is not required by law or regulation but that includes a material adverse change to this agreement, then you may terminate this agreement on 60 days written notice to us so long as you send this termination notice within 30 days of your receipt of the amendment.

In addition, this agreement has an initial term of three years, and it will automatically renew after the initial term, for renewal terms of one year each. Either you or we can terminate this agreement, effective at the end of the initial term or effective at the end of any renewal term, by providing at least 90 days prior written notice. Either you or we can terminate this agreement at any time if the other party has materially breached this agreement, by providing 60 days written notice, except that if the breach is cured before our agreement ends, the agreement will continue.

Either of us can immediately terminate this agreement if the other becomes insolvent or has bankruptcy proceedings initiated.

Finally, we can immediately terminate this agreement if any governmental agency or authority (including Medicare or Medicaid) sanctions you.

We both agree that termination notices under this agreement must be sent by certified mail, return receipt requested, to UnitedHealthcare, Network Contract Support, 1311 W. President George Bush Highway, Suite 100, Mail Route: TX023-1000, Richardson, TX 75080-9870, or to the post office address you provided us. We both will treat termination notices as "received" on the third business day after they are sent.

## **About data and confidentiality**

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We agree that your medical records do not belong to us. You agree the information contained in the claims you submit is ours. We both will protect the confidentiality of our customers' information in accordance with applicable state and federal laws, rules, and regulations.

We are both prohibited from disclosing to third parties any fee schedule or rate information. There are three exceptions:

- You can disclose to our customer information relating to our payment methodology for a service the customer is considering (e.g., global fee, fee for service), but not specific rates (unless for purposes of benefit administration).
- We and the participating entities may use this information to administer our customers' benefit contracts and to pay your claims. We also may permit access to information by auditors and other consultants who need the information to perform their duties, subject to a confidentiality agreement.
- We both may produce this information in response to a court order, subpoena or regulatory requirement to do so, provided that we use reasonable efforts to seek to maintain confidential treatment for the information, or to a third party for an appropriate business purpose, provided that the disclosure is pursuant to a confidentiality agreement and the recipient of the disclosure is not a competitor of either of us.

## **What if we do not agree**

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We will resolve all disputes between us by following the dispute procedures set out in our Administrative Guide. If either of us wishes to pursue the dispute beyond those procedures, they will submit the dispute to binding arbitration in accordance with the Commercial Dispute Procedures of the American Arbitration Association (see <http://www.adr.org>) within one year.

We both expressly intend that any dispute between us be resolved on an individual basis so that no other dispute with any third party(ies) may be consolidated or joined with our dispute. We both agree that any arbitration ruling by an arbitrator allowing class action arbitration or requiring consolidated arbitration involving any third party(ies) would be contrary to our intent and would require immediate judicial review of such ruling. The arbitrator will not vary the terms of this agreement and will be bound by governing law. We both acknowledge that this agreement involves interstate commerce, and is governed by the Federal Arbitration Act, 9 U.S.C. § 1 et seq. The arbitrator will not have the authority to award punitive or exemplary damages against either of us, except in connection with a statutory claim that explicitly provides for such relief. Arbitration will be conducted in Webb County, TX.

If a court allows any litigation of a dispute to go forward, we both waive rights to a trial by jury with respect to that litigation, and the judge will be the finder of fact. Any provision of this agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining provisions of this agreement or the validity or enforceability of the offending provision in any other situation or in any other jurisdiction. This section of the agreement shall survive and govern any termination of this agreement.

## **What is our relationship to one another**

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You are an independent contractor. This means we do not have an employer-employee, principal-agent, partnership, joint venture, or similar arrangement. It also means that you make independent health care treatment decisions. We do not. We do not reserve any right to control those treatment decisions. It further means that each of us is responsible for the costs, damages, claims, and liabilities that result from our own acts.

You will look to the applicable participating entity for reimbursement for the products and services under our agreement. This means that we are not financially responsible for claims payment for groups that are self-funded or that are not affiliated with us.

We may assign this agreement to any entity that is an affiliate of UnitedHealthcare Insurance Company at the time of the assignment.

### **This is it**

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This contract, the appendices and the items referenced in the attached Appendix 1, constitute our entire understanding. It replaces any other agreements or understandings with regard to the same subject matter - - oral or written - - that you have with us or any of our affiliates.

Federal law and the applicable law of the jurisdiction where you provide health care services govern our agreement. Such laws and the rules and regulations promulgated under them, when they are applicable, control and supersede our agreement. The Regulatory Appendix referenced in Appendix 1, and any attachment to it, is expressly incorporated to govern our agreement and is binding on both of us. In the event of any inconsistent or contrary language between the Regulatory Appendix (when it applies) and any other part of our agreement, including but not limited to appendices, amendments and exhibits, the Regulatory Appendix will control.

**Conclusion**

If you agree with these terms, please execute both copies of the agreement below and return them to us. With your signature, you confirm you understand the contract, including the dispute resolution procedures described in the section of this agreement entitled “What if we do not agree”, the appendices and the items referenced in the attached Appendix 1.

**THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION THAT MAY BE ENFORCED BY THE PARTIES.**

**AGREED BY:**

Medical Group :HIDALGO CTY HEALTH & HUMAN SVCS DEPT	Address to be used for giving notice under the agreement:
DBA (if applicable):	Street: 1304 S 25TH AVE
Signature:	City: EDINBURG
Print Name:	State: TX
Title:	Zip Code: 78539-7205
Date:	TIN: 746000717
E-Mail:	NRK

UnitedHealthcare Insurance Company, on behalf of itself, UnitedHealthcare of Texas, Inc., UnitedHealthcare Benefits of Texas, Inc., Evercare of Texas, L.L.C. **and its other affiliates, as signed by its authorized representative:**

<b>Signature</b>
<b>Print Name:</b>
<b>Date:</b>
<b>For office use only:</b> 726548
<b>Month, day and year in which agreement is first effective:</b>

## Appendix 1

We include as part of our agreement the following additional materials that bind you and us:

Appendix 2	<p>Definitions, Products and Services</p> <p><b>This appendix sets forth definitions for our “customer” and “participating entities” as well as lists the type of benefit contracts offered to our customers.</b></p>
Payment Appendix(ices)	<p>Fee Information Documents Include: <b>Fee Specifications Document, Fee Schedule Sample, and Additional Information About Your Fee Schedule.</b> Further information about the fee schedule (such as additional fee samples) can be requested by writing to UnitedHealthcare, Network Contract Support, 1311 W. President George Bush Highway, Suite 100, Mail Route: TX023-1000, Richardson, TX 75080-9870 or through our website at <a href="http://www.unitedhealthcareonline.com">www.unitedhealthcareonline.com</a>.</p>
Appendix 3	<p><b>This document provides information about the members of your professional staff.</b></p>
Appendix 4	<p><b>This document provides information about your practice locations.</b></p>
State Regulatory Requirements Appendix	<p><b>In some instances, states add requirements to our agreement that are set forth in this appendix.</b></p>
Medicare Regulatory Requirements Appendix	<p><b>(This appendix applies only if you are in our Medicare network)</b>  <b>Your participation in our network for customers with Medicare benefit contracts is subject to additional Medicare requirements set forth in this appendix</b></p>
Medicaid and/or CHIP Regulatory Requirements Appendix(ices)	<p><b>(The Medicaid and/or CHIP appendix(ices) apply only if you are in our Medicaid or CHIP network)</b>  <b>Your participation in our network for customers with Medicaid or CHIP benefit contracts is subject to additional Medicaid or CHIP requirements set forth in the Medicaid and/or CHIP appendix(ices).</b></p>
Administrative Guide	<p><b>We have enclosed a copy of our Administrative Guide. This guide governs the mechanics of our relationship. Our Administrative Guide may be viewed by going to <a href="http://www.unitedhealthcareonline.com">www.unitedhealthcareonline.com</a>. We may make changes to the Guide upon 30 days’ electronic or written notice to you.</b></p> <p><b>For services rendered to customers enrolled in certain benefit contracts that may be included under this agreement, you will be subject to additional requirements described in or made available to you through one or more additional provider manuals (“Additional Manuals”). When this agreement refers to protocols or reimbursement policies, it is also referring to the Additional Manuals. The Additional Manuals will be made available to you on a designated website or upon request. In the event of any conflict</b></p>

	<p>between the agreement or the “UnitedHealthcare Physician, Health Care Professional, Facility and Ancillary Provider Administrative Guide” or other UnitedHealthcare protocols and reimbursement policies, and any Additional Manual, in connection with any matter pertaining to customers enrolled in the benefit contracts to which the Additional Manual applies, that Additional Manual will govern, unless statutes and regulations dictate otherwise. We may make changes to the protocols and reimbursement policies subject to this Appendix in accordance with the provisions of the agreement relating to protocols and reimbursement policy changes.</p> <p>The benefit contracts, names of the Additional Manuals, and name of the website to view and download the manuals, when applicable, are set forth in the table below. We will notify you of any changes in the location of the Additional Manuals. You may request a copy of the Additional Manual.</p>	
Type of Benefit Contract	Description of Applicable Manual	Website
Benefit contracts issued or administered by a subsidiary of either PacifiCare Health Plan Administrators, Inc. or PacifiCare Health Systems, LLC (“PacifiCare Customers”)	PacifiCare Provider Policy and Procedure Manual	www.uhcwest.com
STAR+PLUS Medicaid Benefit Contracts	STAR+PLUS Manual	www.evercarehealthplans.com
STAR Medicaid Benefit Contracts	UnitedHealthcare-Texas STAR Manual	www.unitedhealthcare-texas.com
CHIP Benefit Contracts	UnitedHealthcare-Texas Physician and Healthcare Professional Provider and Administrative Manual	www.unitedhealthcare-texas.com
Credentialing Plan	<p><b>To review our credentialing plan, visit <a href="http://www.UnitedHealthcareOnline.com">www.UnitedHealthcareOnline.com</a>. This plan requires your professional staff to be covered by malpractice insurance in amounts with carriers and on terms and conditions that are customary for professionals like them in your community. To request access to, or a copy of, our credentialing plan, write to UnitedHealthcare, Network Contract Support, 1311 W. President George Bush Highway, Suite 100, Mail Route: TX023-1000, Richardson, TX 75080-9870.</b></p>	

## **Appendix 2**

### **Definitions, Products and Services**

**1. Customer.** Individuals who are enrolled in benefit contracts insured or administered by us or any participating entity are included in our use of the phrase “customer” in this agreement.

**2. Participating entities.** The following entities have access to our agreement:

- UnitedHealthcare Insurance Company and its affiliates;
- Groups receiving administrative services from UnitedHealthcare Insurance Company or its affiliates or that have arranged for network access through an entity that has contracted with UnitedHealthcare Insurance Company or one of its affiliates.

**3. Products and services.**

a. We may include you in networks where your patients are enrolled in benefit contracts of the types generally described in each line item below, unless otherwise specified in section 3b of this Appendix 2:

- Benefit contracts where individuals are offered a network of participating physicians and other health care professionals and must select a primary care physician, who in some cases must approve any care provided by other health care providers. An option for this benefit contract allows individuals to receive health services from non-participating physicians.
- Benefit contracts where individuals are offered a network of participating physicians and other health care providers but are not required to select a primary care physician. An option for this benefit contract allows individuals to receive health services from non-participating physicians.
- Benefit contracts where individuals are not offered a network of participating physicians and other health care providers.
- Medicare Advantage Benefit Contracts.
- STAR+PLUS Medicaid Benefit Contracts.
- STAR Medicaid Benefit Contracts.
- Texas CHIP Benefit Contracts.

b. Notwithstanding the above section 3a, this agreement does not apply to the following line items:

- Workers’ compensation benefit contracts.
- Texas Other Governmental Benefit Contracts.
- Medicare Advantage Private Fee-For-Service benefit contracts and Medicare Advantage Medical Savings Account benefit contracts.
- Any of the following benefit contracts of states other than Texas: Medicaid, CHIP or Other Governmental Benefit Contracts.

- Benefit contracts for Medicare Select.
- Capitation Arrangements for Medicare Advantage Benefit Contracts.
- Capitation Arrangements other than for Medicare Advantage Benefit Contracts.

***This agreement does not supersede any existing agreements between the parties or their affiliates with regard to benefit contracts other than those described in section 3a of this appendix, or prevent the parties or their affiliates from entering into such agreements in the future.***

#### **4. Definitions:**

**Note:** Certain benefit contracts defined below are defined with reference to specific identifiers on the customer identification card. Those benefit contracts may adopt a different identification card identifier in the future, and this appendix will continue to apply to those benefit contracts; if that happens, we will provide you with information regarding the new customer identification cards.

#### **MEDICARE:**

**A. Medicare Advantage Benefit Contracts** means benefit contracts sponsored, issued or administered by a Medicare Advantage organization as part of the Medicare Advantage program or as part of the Medicare Advantage program together with the Prescription Drug program under Title XVIII, Part C and Part D, respectively of the Social Security Act (as that program name may change from time to time).

#### **MEDICAID AND OTHER STATE PROGRAMS:**

**B. Medicaid Benefit Contracts** means benefit contracts that offer coverage to beneficiaries of a program authorized by Title XIX of the federal Social Security Act, and jointly financed by the federal state governments and administered by the state.

**C. Other Governmental Benefit Contracts** are benefit contracts that are funded wholly or substantially by a state or district government or a subdivision of a state (such as a city or county), but excluding benefit contracts for (1) employees of a state government or a subdivision of a state and their dependents; and (2) students at a public university, college or school. However, Medicaid and CHIP Benefit Contracts are not “Other Governmental Benefit Contracts.”

**D. STAR Medicaid Benefit Contracts** means Texas Medicaid Benefit Contracts issued or administered by United through its business unit AmeriChoice, as indicated by a reference to UnitedHealthcare –Texas STAR on the face of the valid identification card of any Customer eligible and enrolled in such a benefit contract.

**E. STAR+PLUS Medicaid Benefit Contracts** means Texas Medicaid Benefit Contracts issued or administered by United through its business unit Evercare, as indicated by a reference to “Evercare STAR+PLUS” on the face of the valid identification card of any Customer eligible for and enrolled in such benefit contract.

**F. Children’s Health Insurance Program (‘CHIP’) Benefit Contracts** are benefit contracts under the program authorized by Title XXI of the federal Social Security Act that are jointly financed by the federal and state governments and administered by the state.

<b>Payment Appendix Type</b>	<b>Fee Information ID</b>	<b>Specialty/Mid-Level Designation (If applicable)</b>
<b>All Payer</b>	<b>REGN 72008/ REGN 72009</b>	
<b>Options PPO</b>	<b>REGN 72014/ REGN 72015</b>	
<b>Medicare Advantage</b>	<b>HOU 7571/ HOU 7572</b>	
<b>Medicaid and CHIP</b>	<b>As described in Payment Appendix</b>	<b>MDs AND DOs</b>
<b>All Payer</b>	<b>REGN 73274/ REGN 73275</b>	<b>NON-PROFESSIONALS AND DEFAULT</b>
<b>Options PPO</b>	<b>REGN 72004/ REGN 72005</b>	<b>NON-PROFESSIONALS AND DEFAULT</b>

## Payment Appendix - Texas State Children's Health Insurance Program ("CHIP")

This appendix applies to covered services rendered by you to customers covered under the following type(s) of benefit contracts as described in Appendix 2:

- CHIP Benefit Contracts

Contract rates are 100 % of the Medicaid fee schedule as published by Texas Medicaid & Healthcare Partnership (TMHP) as designated by Texas Health and Human Service Commission (collectively, the "Medicaid Agency"), except as may otherwise be described in this appendix. The Medicaid Agency is the "primary fee source" for contract rates.

In the event that a fee is not sourced by the Medicaid Agency, the contract rates are 35 % of eligible charges. Eligible charges are billed charges for covered services. In the event that an applicable state or federal program is available to provide items or payment for covered services that would otherwise be payable under this appendix, the applicable program will apply and not this appendix. (For example, the Vaccines for Children's program will provide vaccines and no amount will be payable under this appendix for such vaccines.)

We routinely update this fee schedule in response to additions, deletions, and changes to CPT codes by the American Medical Association, and to HCPCS codes by CMS and in response to similar changes (additions and revisions) to other service coding and reporting conventions that are widely used in the health care industry. Ordinarily, this fee schedule is updated using the percentage set forth above along with the then-current value of the published code. We will implement such changes on a quarterly basis.

We also routinely update this fee schedule in response to published fee source changes. These contract rate changes will be effective on the effective date as published by the primary fee source; however, claims already processed prior to the change being implemented by us will not be reprocessed unless otherwise required by law. We will generally implement the fee schedule changes in its systems within 90 days after final publication by the primary fee source. We will not generally attempt to communicate the routine maintenance described above.

Unless specifically indicated otherwise, amounts listed in this fee schedule represent global fees and may be subject to reductions based on appropriate modifiers (for example, professional and technical modifiers). Any co-payment, deductible or coinsurance that the customer is responsible to pay under the customer's benefit contract will be subtracted from the listed amount in determining the amount to be paid by us or a participating entity. The actual payment amount is also subject to matters described in the agreement, such as the reimbursement policies. Please remember that this information is subject to the confidentiality provisions of the agreement.

## Payment Appendix – Texas Medicaid

This appendix applies to covered services rendered by you to customers covered under the following type(s) of benefit contracts as described in Appendix 2:

- STAR Medicaid Benefit Contracts.
- STAR+PLUS Medicaid Benefit Contracts.

Contract rates are 100 % of the Medicaid fee schedule as published by Texas Medicaid & Healthcare Partnership (TMHP) as designated by Texas Health and Human Service Commission (collectively, the “Medicaid Agency”), except as may otherwise be described in this appendix. The Medicaid Agency is the “primary fee source” for contract rates.

In the event that a fee is not sourced by the Medicaid Agency, the contract rates are 35 % of eligible charges. Eligible charges are billed charges for covered services. In the event that an applicable state or federal program is available to provide items or payment for covered services that would otherwise be payable under this appendix, the applicable program will apply and not this appendix. (For example, the Vaccines for Children’s program will provide vaccines and no amount will be payable under this appendix for such vaccines.)

We routinely update this fee schedule in response to additions, deletions, and changes to CPT codes by the American Medical Association, and to HCPCS codes by CMS and in response to similar changes (additions and revisions) to other service coding and reporting conventions that are widely used in the health care industry. Ordinarily, this fee schedule is updated using the percentage set forth above along with the then-current value of the published code. We will implement such changes on a quarterly basis.

We also routinely update this fee schedule in response to published fee source changes. These contract rate changes will be effective on the effective date as published by the primary fee source; however, claims already processed prior to the change being implemented by us will not be reprocessed unless otherwise required by law. We will generally implement the fee schedule changes in its systems within 90 days after final publication by the primary fee source.

We will not generally attempt to communicate the routine maintenance described above.

Unless specifically indicated otherwise, amounts listed in this fee schedule represent global fees and may be subject to reductions based on appropriate modifiers (for example, professional and technical modifiers). Any co-payment, deductible or coinsurance that the customer is responsible to pay under the customer’s benefit contract will be subtracted from the listed amount in determining the amount to be paid by us or a participating entity. The actual payment amount is also subject to matters described in the agreement, such as the reimbursement policies. Please remember that this information is subject to the confidentiality provisions of the agreement.

## **Payment Appendix - All Payer for Physicians**

### **All Payer Fee Information Document for Physicians: REGN 72008/ REGN 72009**

Unless another Payment Appendix to this agreement applies specifically to a particular benefit contract as it covers a particular customer, the provisions of this Payment Appendix apply to covered services rendered by you to customers covered by benefit contracts sponsored, issued or administered by all participating entities.

## **Payment Appendix - All Payer for Non-Physician Professionals**

### **All Payer Fee Information Document for Non-Physician Professionals: REGN 73274/ REGN 73275**

Unless another Payment Appendix to this agreement applies specifically to a particular benefit contract as it covers a particular customer, the provisions of this Payment Appendix apply to covered services rendered by you to customers covered by benefit contracts sponsored, issued or administered by all participating entities.

## **Payment Appendix – Options PPO for Physicians**

### **Options PPO Fee Information Document for Physicians: REGN 72014/ REGN 72015**

The provisions of this Payment Appendix apply to covered services rendered by you to customers covered by benefit contracts marketed under the name “Options PPO.” This Payment Appendix does not apply to covered services rendered by you to customers covered by benefit contracts sponsored, issued or administered by a subsidiary of either PacifiCare Health Plan Administrators, Inc. or PacifiCare Health Systems, LLC.

## **Payment Appendix – Options PPO for Non-Physician Professionals**

### **Options PPO Fee Information Document for Non-Physician Professionals: REGN 72004/ REGN 72005**

The provisions of this Payment Appendix apply to covered services rendered by you to customers covered by benefit contracts marketed under the name “Options PPO.” This Payment Appendix does not apply to covered services rendered by you to customers covered by benefit contracts sponsored, issued or administered by a subsidiary of either PacifiCare Health Plan Administrators, Inc. or PacifiCare Health Systems, LLC.

**Payment Appendix - Medicare Advantage for Non-Physician Professionals**

**Medicare Advantage Fee Information Document for Non-Physician Professionals: HOU 5587/HOU 5588**

The provisions of this Payment Appendix apply to services rendered by you to customers covered by Medicare Advantage Benefit Contracts, as described in this agreement.

**Payment Appendix - Medicare Advantage for Physicians**

**Medicare Advantage Fee Information Document for Physicians: HOU 7571/HOU 7572**

The provisions of this Payment Appendix apply to services rendered by you to customers covered by Medicare Advantage Benefit Contracts, as described in this agreement.



**Appendix 4  
Your Practice Locations**

Medical Group attests that this Appendix identifies all services and locations covered under this agreement.

<b>BILLING ADDRESS</b>
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Practice Name HIDALGO CTY HEALTH & HUMAN SVCS DEPT  
 Street Address 1304 S 25TH AVE  
 City EDINBURG State TX Zip 78539-7205  
 Tax ID Number (TIN) 746000717  
 National Provider ID

PRACTICE LOCATIONS (complete one for each service location)		
<b>Clinic Name</b>	<b>Clinic Name</b>	<b>Clinic Name</b>
<b>Street Address</b>	<b>Street Address</b>	<b>Street Address</b>
<b>City</b>	<b>City</b>	<b>City</b>
<b>State and Zip Code</b>	<b>State and Zip Code</b>	<b>State and Zip Code</b>
<b>Phone Number</b>	<b>Phone Number</b>	<b>Phone Number</b>
<b>TIN (If different from above)</b>	<b>TIN (If different from above)</b>	<b>TIN (If different from above)</b>
<b>National Provider ID (NPI)</b>	<b>National Provider ID (NPI)</b>	<b>National Provider ID (NPI)</b>

PRACTICE LOCATIONS (complete one for each service location)		
<b>Clinic Name</b>	<b>Clinic Name</b>	<b>Clinic Name</b>
<b>Street Address</b>	<b>Street Address</b>	<b>Street Address</b>
<b>City</b>	<b>City</b>	<b>City</b>
<b>State and Zip Code</b>	<b>State and Zip Code</b>	<b>State and Zip Code</b>
<b>Phone Number</b>	<b>Phone Number</b>	<b>Phone Number</b>
<b>TIN (If different from above)</b>	<b>TIN (If different from above)</b>	<b>TIN (If different from above)</b>
<b>National Provider ID (NPI)</b>	<b>National Provider ID (NPI)</b>	<b>National Provider ID (NPI)</b>