

# INDEPENDENT PRACTICE ASSOCIATION PARTICIPATION AGREEMENT

## COVER SHEET

| General Information                                                                     |                                                                                                                   |                     |
|-----------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------|---------------------|
| IPA Name: <u>Southwest Medical IPA, PLLC</u>                                            |                                                                                                                   |                     |
| Federal Tax ID Number:<br><u>95-2420457</u>                                             | Provider's CMS Designation:<br><small>*If IPA has CMS Designation, please include copy of FI rate letter.</small> | Provider Specialty: |
| IPA / Group NPI:                                                                        |                                                                                                                   | Practice Website:   |
| <small>* If IPA has multiple NPIs, please include explanation and claim samples</small> |                                                                                                                   |                     |

| Service Address                                                                        |  |
|----------------------------------------------------------------------------------------|--|
| <small>* If IPA has multiple addresses please attach a list with all addresses</small> |  |
| Service Address: <u>9419-93rd Street Suite 101</u>                                     |  |
| City: <u>Lubbock</u>                                                                   |  |
| State: <u>TX</u>                                                                       |  |
| Zip: <u>79423</u>                                                                      |  |
| Contact Person Name: <u>Ann Apple</u>                                                  |  |
| Email Address: <u>annapple@swmipa.com</u>                                              |  |
| Telephone Number: <u>806-785-0592</u>                                                  |  |
| Facsimile (FAX) Number: <u>806-785-5488</u>                                            |  |
| County: <u>Lubbock</u>                                                                 |  |

| Remit Address           |  |
|-------------------------|--|
| Address:                |  |
| City:                   |  |
| State:                  |  |
| Zip:                    |  |
| Contact Person Name:    |  |
| Email Address:          |  |
| Telephone Number:       |  |
| Facsimile (FAX) Number: |  |

| For ChoiceCare Use Only                                             |  |
|---------------------------------------------------------------------|--|
| Nomination <input type="checkbox"/> Yes <input type="checkbox"/> No |  |

## IPA PARTICIPATION AGREEMENT

This IPA Participation Agreement (hereinafter referred to as "**Agreement**") is made and entered into by and between the party named on the signature page below (hereinafter referred to as "**IPA**") and Health Value Management, Inc. d/b/a ChoiceCare Network (hereinafter referred to as "**ChoiceCare**").

### RELATIONSHIP OF THE PARTIES

- 1.1 In performance of their respective duties and obligations hereunder, **ChoiceCare** and **IPA**, and their respective employees and agents, are at all times acting and performing as independent contractors and neither party, nor their respective employees and agents, shall be considered the partner, agent, servant, employee of, or joint venturer with the other party. Unless otherwise agreed to herein, the parties acknowledge and agree that neither **IPA** nor **ChoiceCare** will be liable for the activities of the other nor the agents and employees of the other, including but not limited to, any liabilities, losses, damages, suits, actions, fines, penalties, claims or demands of any kind or nature by or on behalf of any person, party or governmental authority arising out of or in connection with: (i) any failure to perform any of the agreements, terms, covenants or conditions of this Agreement; (ii) any negligent act or omission or other misconduct; (iii) the failure to comply with any applicable laws, rules or regulations; or (iv) any accident, injury or damage to persons or property. Notwithstanding anything to the contrary contained herein, **IPA** further agrees to and hereby does indemnify, defend and hold harmless **ChoiceCare** from any and all claims, judgments, costs, liabilities, damages and expenses whatsoever, including reasonable attorneys' fees, arising from any acts or omissions in the provision by **IPA** of health care services to Members. This provision shall survive termination or expiration of this Agreement.

### SERVICES TO MEMBERS

- 2.1 Subject at all times to the terms of this Agreement, **IPA** agrees to provide or arrange for professional medical service and/or related health care services (hereinafter referred to as "**Health Care Services**") to individuals (hereinafter referred to as "**Members**") covered under designated self-funded employer sponsored plans and trusts, insurance policies, or other third party payors' health benefits contracts (hereinafter referred to as "**Plan**" or "**Plans**") as set forth in the Plan Participation list attachment. **ChoiceCare** administers the provider network for such other third party payor(s) (hereinafter referred to as "**Payor**" or "**Payors**") issuing and/or administering the Plans. Members shall have an identification card as a means of identifying the Payor Plan covering Member. Such identification cards shall display the **ChoiceCare** logo and/or name. Members in Payors Medicare Advantage Plans may not have the **ChoiceCare** logo and/or name displayed on their ID cards.

### THIRD PARTY BENEFICIARIES

- 3.1 Except as is otherwise specifically provided in this Agreement with respect to Payors, the parties have not created and do not intend to create by this Agreement any rights in other parties as third party beneficiaries of this Agreement, including, without limitation, Members.

### SCOPE OF AGREEMENT

- 4.1 This Agreement sets forth the rights, responsibilities, terms and conditions governing: (i) the status of **IPA** and **IPA's** employees and subcontractors as health care providers (hereinafter referred to as "**Participating Providers**") providing health care services and (ii) **IPA's** provision of Health Care Services to Members. All terms and conditions of this Agreement which are applicable to "**IPA**" are equally applicable to each Participating Provider, unless the context requires otherwise.

- 4.2 **IPA** acknowledges and agrees that all rights and responsibilities arising with respect to benefits to Members shall be subject to the terms of the Payor Plan covering the Member. Further, with respect to such Plans, unless otherwise provided herein, **IPA** acknowledges and agrees that **ChoiceCare's** responsibilities are limited to provider network administration for Payors.
- 4.3 **IPA** represents and warrants that Participating Providers will abide by the terms and conditions of this Agreement. The parties acknowledge and agree that nothing contained in this Agreement is intended to interfere with or hinder communications between **IPA** and Members regarding the Members medical conditions or treatment options, and **IPA** acknowledges that all patient care and related decisions are the sole responsibility of **IPA** and that **ChoiceCare** does not dictate or control **IPA's** clinical decisions with respect to the medical care or treatment of Members.

## ACQUISITIONS

- 5.1 This Section 5.1 applies to any **IPA** acquisition through any means including, but not limited to, asset or stock purchase, merger, or consolidation (collectively, "**Acquisition**") of an ownership interest in a facility or other provider of whatever type or construction including, but not limited to, a: (i) hospital, (ii) free standing ambulatory surgery center, (iii) radiology center, (iv) sleep center; or (v) physician, physician group, Independent Practice Association or Physician Hospital Organization (collectively, "**Entity**"). In the event of **IPA's** Acquisition of an Entity and such Entity has an agreement in effect with **ChoiceCare** for the provision of health care services, then such Entity shall not become a participating provider with **ChoiceCare** under this Agreement but, rather, the existing separate agreement between **ChoiceCare** and such Entity will control for its duration. Furthermore, **IPA** shall not exercise any termination or nonrenewal right which may exist in the agreement between **ChoiceCare** and such Entity for a period of twelve (12) months subsequent to the effective date **IPA** acquires its ownership interest in such Entity.
- 5.2 In the event **IPA's** ownership, separate existence or entity construction (e.g., corporation, limited liability company, etc.) is altered or affected in any way as a result of acquisition, merger, consolidation or through any other means whatsoever (including, but not limited to, being merged into an affiliated entity), then this Agreement shall continue to control with respect to **IPA's** provision of services to Payor's Members notwithstanding any contrary outcome which may otherwise be allowed or required by law. Furthermore, **IPA** agrees that it shall not exercise any termination or nonrenewal right which may otherwise exist in this Agreement for a period of twelve (12) months subsequent to the effective date of such transaction event.

## TERM AND TERMINATION OF AGREEMENT

- 6.1 The term of this Agreement shall commence on January 21, 2011 11 (hereinafter referred to as the "**Effective Date**"). (The Effective Date shall be inserted by **ChoiceCare**.) The initial term of this Agreement shall be one (1) year. This Agreement shall automatically renew for subsequent one (1) year terms unless either party provides written notice of non-renewal to the other party at least ninety (90) days prior to the end of the initial term or any subsequent renewal terms.
- 6.2 Notwithstanding anything to the contrary herein, either party may terminate this Agreement without cause at any time by providing to the other party one hundred twenty (120) days prior written notice of termination. **IPA** may terminate participation under this Agreement with respect to any Payor that fails to make payments to **IPA** for covered services, but only after written notice to **ChoiceCare** providing at least sixty (60) days in which the Payor may avoid termination by curing the default in payment. Covered services (hereinafter referred to as "**Covered Services**") as used in this Agreement means those services, as determined by a Payor, for which benefits are payable under a Member's Plan. In the event of notice of such termination, **IPA** agrees to provide health care services for existing patients who are Members as may be required by state

or federal law. Payment to **IPA** for health care services provided to such Members following the notice of termination shall be made in accordance with the terms of this Agreement.

- 6.3 **ChoiceCare** may terminate this Agreement immediately upon written notice, stating the cause for such termination in the event (i) **ChoiceCare** reasonably determines that **IPA's** or any other Participating Provider's continued participation under this Agreement may adversely affect the health, safety or welfare of any Member or bring **ChoiceCare** or its provider network into disrepute; (ii) **IPA** fails to meet **ChoiceCare's** or Payors' credentialing or recredentialing criteria; (iii) **IPA** or other Participating Provider is excluded from participation in any federal health care program; (iv) **IPA** voluntarily or involuntarily seeks protection from creditors through bankruptcy proceedings or engages in or acquiesces to receivership or assignment of accounts for the benefit of creditors; or (v) **ChoiceCare** loses its authority to do business in total or as to any limited segment of business but then only as to that segment.
- 6.4 In the event of a breach of this Agreement by either party, the non-breaching party may terminate this Agreement upon at least sixty (60) days prior written notice to the breaching party, which notice shall specify in detail the nature of the alleged breach; provided however, that if the alleged breach is susceptible to cure, the breaching party shall have thirty (30) days from the date of receipt of notice of termination to cure such breach, and if such breach is cured, then the notice of termination shall be void and of no effect. If the breach is not cured within the thirty (30) day period, then the date of termination shall be that date set forth in the notice of termination. Notwithstanding the foregoing, any breach related to credentialing or re-credentialing, quality assurance issues or alleged breach regarding termination by **ChoiceCare** in the event that **ChoiceCare** determines that continued participation under this Agreement may affect adversely the health, safety or welfare of any Member or bring **ChoiceCare** or its health care networks into disrepute, shall not be subject to cure and shall be cause for immediate termination as set forth in the immediately preceding paragraph.
- 6.5 **IPA** agrees that notice of termination of this Agreement shall not relieve **IPA's** obligation to provide or arrange for Covered Services through the effective date of termination or expiration of this Agreement.
- 6.6 **IPA** agrees that **ChoiceCare** may terminate an individual Participating Provider's participation from one or more line(s) of business and/or provider network(s) covered by this Agreement by providing ninety (90) days prior written notice to **IPA**. In such event, the affected Participating Provider(s) shall remain participating with respect to all other line(s) of business, if any, and/or provider network(s) covered by this Agreement.

#### POLICIES AND PROCEDURES

- 7.1 **IPA** agrees to cooperate with **ChoiceCare** and Payors with respect to their quality assurance, quality improvement, accreditation, risk management, utilization review, utilization management, clinical trial and other administrative policies and procedures, if applicable, established and revised from time to time by **ChoiceCare** and Payors. **ChoiceCare** administrative policies and procedures are posted by electronic means on **ChoiceCare's** web site, or are set out in bulletins or other written materials, current copies of which will be provided to **IPA** upon request. Revisions to such policies and procedures shall become binding upon **IPA** ninety (90) days after such notice to **IPA** by mail or electronic means, or such other period of time as necessary for **ChoiceCare** to comply with any statutory, regulatory and/or accreditation requirements.

#### CREDENTIALING AND PROFESSIONAL LIABILITY INSURANCE

- 8.1 Participation under this Agreement by **IPA** and Participating Providers is subject to the satisfaction of all applicable credentialing and recredentialing standards established by **ChoiceCare**. **IPA** shall provide **ChoiceCare** or its designee the information necessary to ensure compliance with such standards at no cost to **ChoiceCare**, or its designee. **IPA** agrees to the use of electronic credentialing and recredentialing processes when administratively feasible.

- 8.2 IPA shall maintain, at no expense to **ChoiceCare** or Payors, policies of comprehensive general liability, professional liability, and workers' compensation coverage, insuring IPA and IPA's employees and agents against any claim or claims for damages arising as a result of injury to property or person, including death, occasioned directly or indirectly in connection with the provision of health care services contemplated by this Agreement and/or the maintenance of IPA's facilities and equipment. Upon request, IPA shall provide **ChoiceCare** with evidence of said coverage. IPA shall within ten (10) business days following service upon IPA, or such other period of time as may be required by any applicable law, rule or regulation, notify **ChoiceCare** in writing of any Member lawsuit alleging malpractice involving a Member.

#### **PROVISION OF MEDICAL SERVICES**

- 9.1 IPA shall provide Members all available health care services within the normal scope of and in accordance with IPA's licenses, certifications and privileges to provide certain services as delineated by **ChoiceCare** and/or Payors. IPA agrees to comply with all requests for information related to **ChoiceCare's** and/or Payors determination of IPA's privileging status. IPA shall not bill, charge, seek payment or have any recourse against **ChoiceCare**, Payors, or Members for any amounts related to the provision of health care services for which privileges have not been granted to IPA by **ChoiceCare**.
- 9.2 IPA shall maintain all office medical equipment including, but not limited to, imaging, diagnostic and/or therapeutic equipment (hereinafter collectively referred to as "**Equipment**") in acceptable working order and condition and in accordance with the Equipment manufacturer's recommendations for scheduled service and maintenance. Such Equipment shall be located in IPA's office locations that promote patient and employee safety. IPA shall provide **ChoiceCare** and/or Payors with access to such Equipment for inspection and an opportunity to review all records reflecting Equipment maintenance and service history. Such Equipment shall only be operated by qualified technicians with appropriate training and required licenses and certifications.
- 9.3 Equipment owned and/or operated by IPA shall comply with all standards for use of such Equipment and technician qualifications established by **ChoiceCare** and/or Payors. In the event: (i) IPA's Equipment fails to meet **ChoiceCare's** and/or Payor(s) standards; or (ii) IPA declines to comply with **ChoiceCare's** and/or Payor(s) standards for use of Equipment, IPA agrees that it will not use such Equipment while providing health care services to Members and shall not bill, charge, seek payment or have any recourse against **ChoiceCare**, Payors, or Members for any amounts for health care services with respect to such Equipment.
- 9.4 IPA agrees if IPA closes IPA's practice(s) to new patients, such closure will apply to all prospective patients without discrimination or regard to payor or source of payment for services. Should IPA subsequently re-open IPA's practice(s) to new patients, IPA agrees to accept Members as patients to the same extent and in the same manner as non-Member patients seeking IPA's services.
- 9.5 **ChoiceCare** and Payors prohibit pass-through billing. Pass through billing occurs when the ordering physician requests and bills for a service, but the service is not performed by the ordering physician or those under their direct employ. IPA agrees that services related to pass-through billing will not be eligible for reimbursement from **Humana** and IPA or its Participating Providers shall not bill, charge, seek payment or have any recourse against **ChoiceCare** or Payor or Payors Members for any amounts related to the provision of pass-through billing.

#### **STANDARDS OF PROFESSIONAL PRACTICE**

- 10.1 Health care services shall be made available to Members without discrimination on the basis of type of health benefits plan, source of payment, sex, age, race, color, religion, national origin, health status or disability. IPA shall provide health care services to Members in the same manner

as provided to their other patients and in accordance with prevailing practices and standards of the profession.

### **MEDICAL RECORDS**

- 11.1 **IPA** shall prepare, maintain and retain as confidential the medical records of all Members receiving health care services, and Members' other personally identifiable health information received from Payors, in a form, and for time periods required by applicable state and federal laws, licensing requirements and reimbursement rules and regulations to which **IPA** is subject and otherwise in accordance with accepted medical practice. **IPA** shall obtain authorization of Member permitting **ChoiceCare**, the Member's Payor, and/or any state or federal agency as permitted by law, to obtain a copy and have access, upon reasonable request, to any medical record of Member related to health care services provided by **IPA** to any Member pursuant to applicable state and federal laws. Copies of records required for the processing of claims shall be made and provided by **IPA** at no cost to **ChoiceCare**, Payor, or the Member.

### **GRIEVANCE AND APPEALS PROCESS/BINDING ARBITRATION**

- 12.1 **Grievance and Appeals: Internal Administrative Review.** **IPA** shall cooperate and participate with **ChoiceCare** and/or Payor, as applicable, in grievance and appeals procedures to resolve disputes that may arise between **ChoiceCare**, Payors, **IPA**, and/or Members. **IPA** and **ChoiceCare** further agree that in the event they are unable to resolve disputes that may arise with respect to this Agreement, **IPA** will first exhaust any internal **ChoiceCare** administrative review or appeal procedures prior to submitting any matters to binding arbitration.
- 12.2 **Agreement to Arbitrate.** The parties agree that any dispute arising out of their business relationship which cannot be settled by mutual agreement shall be submitted to final and binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association ("AAA"), including disputes concerning the scope, validity or applicability of this agreement to arbitrate ("**Arbitration Agreement**"). The parties agree that this Arbitration Agreement is subject to, and shall be interpreted in accordance with, the Federal Arbitration Act, 9 U.S.C. §§ 1-14. No claim or allegation shall be excepted from this Arbitration Agreement, including alleged breaches of the Agreement, alleged violations of state or federal statutes or regulations, tort or other common law claims, and claims of any kind that a party to the Agreement has conspired or coordinated with, or aided and abetted, one or more third parties in violation of law. Without limiting the foregoing, this Arbitration Agreement requires arbitration of disputes involving antitrust, racketeering and similar claims. This Arbitration Agreement supersedes any prior arbitration agreement between the parties. The parties agree to arbitrate disputes arising from the parties' business relationship prior to the effective date of the Agreement under the terms of this arbitration provision. This Arbitration Agreement, however, does not revive any claims that were barred by the terms of prior contracts, by applicable statutes of limitations or otherwise.
- 12.3 **Arbitration Process.** The arbitration shall be conducted by one neutral arbitrator selected by the parties from a panel of arbitrators proposed by the AAA. The arbitrator shall have prior professional, business or academic experience in healthcare, managed care or health insurance matters. In the event of an arbitration of antitrust claims, the arbitrator shall have prior professional, business or academic experience in antitrust matters. The arbitration shall be conducted in a location selected by mutual agreement or, failing agreement, at a location selected by the AAA that is no more than fifty (50) miles from **IPA's** place of business. The cost of any arbitration proceeding(s) hereunder shall be borne equally by the parties. Each party shall be responsible for its own attorneys' fees and such other costs and expenses incurred related to the proceedings, except to the extent the applicable substantive law specifically provides otherwise.
- 12.4 **Joinder: Class Litigation.** Any arbitration under this Arbitration Agreement shall be solely between **ChoiceCare** and **IPA**, shall not be joined with another lawsuit, claim, dispute or

arbitration commenced by any other person, and may not be maintained on behalf of any purported class.

- 12.5 **Expense of Compelling Arbitration.** If either party commences a judicial proceeding asserting claims subject to this Arbitration Agreement or refuses to participate in an arbitration commenced by the other party, and the other party obtains a judicial order compelling arbitration of such claims, the party that commenced the judicial proceeding or refused to participate in an arbitration in violation of this Arbitration Agreement shall pay the other party's costs incurred in obtaining an order compelling arbitration, including the other party's reasonable attorneys' fees.
- 12.6 **Judgment on the Decision and Award.** Judgment upon the decision and award rendered by an arbitrator under this Arbitration Agreement may be entered in any court having jurisdiction thereof.

#### **USE OF IPA'S NAME**

- 13.1 **ChoiceCare** and Payors may include the following information in any and all marketing and administrative materials published or distributed in any medium by Payors or **ChoiceCare**: **IPA's** name, telephone number, address, office hours, type of practice or specialty, hospital affiliation, and the names of all other Participating Providers, including **IPA's**, providing care at **IPA's** office. **IPA** internet website address, board certification, and other education and training history. **ChoiceCare** will provide **IPA** with access to information or copies of such administrative or marketing materials upon request.
- 13.2 **IPA** may advertise or utilize marketing materials, logos, trade names, service marks, or other materials created or owned by **ChoiceCare** or Payors after obtaining **ChoiceCare** and/or Payor's written consent. **IPA** shall not acquire any right or title in or to such materials as a result of such permissive use.
- 13.3 **IPA** agrees to allow **ChoiceCare** to distribute a public announcement of **IPA's** affiliation with **ChoiceCare**.

#### **PAYMENT**

- 14.1 **IPA** shall accept payment from Payors for health care services that are Covered Services provided to Member in accordance with the reimbursement terms in the payment attachment. **IPA** shall collect directly from Member any co-payment, coinsurance, or other member cost share amounts (hereinafter referred to as "**Copayments**") applicable to the Covered Services provided and shall not waive, discount or rebate any such Copayments. Payments made in accordance with the payment attachment less the Copayments owed by Members pursuant to their Plans shall be accepted by **IPA** as payment in full from Payors for all Covered Services. This provision shall not prohibit collection by **IPA** from Member for any health care services not covered under the terms of the applicable Member Plan.
- 14.2 **IPA** agrees that payment may not be made by Payors for health care services rendered to Members which are determined by Payors to be health care services not covered under a Member's Plan. In the event of such determination by a Payor, **IPA** may pursue payment for such health care services from the applicable Member, unless such health care services are paid by the Payor.
- 14.3 **ChoiceCare's** agreements with Payors require Payors to pay **IPA** for Covered Services in accordance with any applicable state prompt payment laws or regulations and, except for Member Copayments, **IPA** agrees to seek payment for such health care services solely from Payors. **IPA** shall participate under the terms contained herein as a participating provider with respect to Payors that contract with **ChoiceCare** for provider network administration and related health care services. **ChoiceCare** shall require Payors to provide appropriate steering mechanisms including benefits designs and/or directory and web site publication to ensure Members have appropriate financial incentives to utilize the health care services of **IPA**.

**ChoiceCare** shall require Payor to include a reference in the explanation of benefits that the discounts outlined in **Attachment B** were utilized for all eligible payments made by Payors for Covered Services provided to Members.

- 14.4 Nothing in this Agreement shall otherwise limit or prohibit a Payor from contracting directly with or maintaining a direct agreement with **IPA**, or any **IPA** Provider, and utilizing such direct agreements for payment for Covered Services to Members. In the event that Payor elects to apply discounts from its direct agreement with **IPA**, or any **IPA** Provider, the Payor shall not apply the discount from this Agreement so long as its direct agreement with **IPA** or any **IPA** Provider remains in effect.
- 14.5 **IPA** agrees that Payors may recover overpayment made to **IPA** by Payors by offsetting such amounts from later payments to **IPA**, including making retroactive adjustments to payments to **IPA** for errors and omissions relating to data entry errors and incorrectly submitted claims or incorrectly applied discounts. Payor shall provide **IPA** thirty (30) days advance written notice of Payor's intent to offset such amounts prior to deduction of any monies due. If **IPA** does not refund said monies or request review of the notice within thirty (30) days following receipt of notice from Payor, **IPA** agrees that Payors may make adjustments to payments retroactive for a period not to exceed eighteen (18) months from original date of payment.
- 14.6 In the event a member of a Humana HMO Plan receives authorization from Humana to receive health care services from an out of network provider and selects **IPA** to provide such health care services, **IPA** agrees to be reimbursed for such health care services at the rates and under the terms for payment set forth in this agreement.
- 14.7 In the event that **IPA** provides health care services to a member of a Humana HMO Plan that are emergency health care services, **IPA** agrees to be reimbursed for such health care services at the rates and under the terms for payment set forth in this agreement.
- 14.8 **IPA** agrees that in no event, including, but not limited to, nonpayment by Humana, or Humana's insolvency, shall **IPA** bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from, or have any recourse against ChoiceCare or Humana's HMO Plan members for health care services provided by **IPA** to members. This provision shall not prohibit collection by **IPA** from Member for non-covered services and/or Copayments in accordance with the terms of the applicable Member Plan.

#### **SUBMISSION OF CLAIMS**

- 15.1 **IPA** agrees to submit all claims and encounters to Payors or their designees, as applicable, using a CMS 1500 paper format, its electronic equivalent, or its successor. Claims and encounters will utilize HIPAA compliant Code Sets for all coded values. Claims shall include the **IPA's** NPI and the valid taxonomy code that most accurately describes the services reported on the claim. Claims shall be submitted within ninety (90) days from the date of service or within the time specified by applicable state law. Payors may, in their sole discretion, deny payment for any claim(s) received by Payor after the later of ninety (90) days from the date of service or the time specified by applicable state law. **IPA** acknowledges and agrees that at no time shall Members be responsible for any payments to **IPA** except for applicable Copayments and non-covered services provided to such Members.
- 15.2 Payor will process **IPA** claims which are accurate and complete in accordance with Payor's normal claims processing procedures and applicable state and/or federal laws, rules and regulations with respect to the timeliness of claims processing. Such claims processing procedures may include, without limitation, automated systems applications which identify, analyze and compare the amounts claimed for payment with the diagnosis codes and which analyze the relationships among the billing codes used to represent the services provided to Members. Those automated systems may result in an adjustment of the payment to the **IPA** for the services or in a request, prior to payment, for the submission for review of medical records that relate to the claim. A reduction in payment as a result of claims policies and/or processing

procedures is not an indication that the service provided is a non-covered service. In no event may IPA bill a member for any amount adjusted in payment.

- 15.3 IPA shall use best efforts to submit all claims and clinical data to Payor by electronic means available and accepted as industry standards that are mutually agreeable, and which may include claims clearinghouses or electronic data interface companies used by Payor. IPA acknowledges that ChoiceCare or Payor may market certain products that will require electronic submission of claims and clinical data in order for IPA to participate. IPA shall notify Payor when they have completed their transition to Electronic Medical Records and agrees to provide information on the status to Payor upon request.

#### **COORDINATION OF BENEFITS**

- 16.1 Payments for Covered Services provided to each Member are subject to coordination with other benefits payable or paid to or on behalf of the Member in accordance with applicable statutes, laws, rules and regulations and in accordance with its Plans. In cases where a Member has coverage, which requires or permits coordination of benefits with another third party payor, Payors will coordinate their benefits with such other payor(s). In the event Medicare is the primary payor, Payors shall pay IPA the amount of deductible, coinsurance and/or other plan benefits which are not covered services under Title XVIII of the Social Security Act, as amended, subject to the benefit limits and applicable rates of the applicable Plan. In no event will Payors pay an amount which when combined with payments from the other payor(s) exceeds the contracted rate provided in this Agreement.

#### **NO LIABILITY TO CHOICECARE FOR PAYMENT**

- 17.1 IPA hereby agrees that in no event, including, but not limited to, nonpayment by Payor, or Payor's insolvency, shall IPA bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from, or have any recourse against ChoiceCare for health care services provided by IPA to members. This provision shall not prohibit collection by IPA from Member for non-covered services and/or Copayments in accordance with the terms of the applicable Member Plan.

#### **ACCESS TO INFORMATION**

- 18.1 IPA agrees that ChoiceCare, Payors, or their designees, shall have reasonable access and an opportunity to examine IPA's financial and administrative records as they relate to health care services provided to Members during normal business hours, on at least seventy-two (72) hours advance notice, or such shorter notice as may be imposed on Payor by a federal or state regulatory agency or accreditation organization.

#### **NEW PRODUCT INTRODUCTION**

- 19.1 From time to time during the term of this Agreement, ChoiceCare and/or Payors may develop or implement new products. Should ChoiceCare and/or Payor elect to offer any such new products to IPA, IPA shall be provided with ninety (90) days' written notice from ChoiceCare prior to the implementation of such new product. If IPA does not object in writing to the implementation of such new product within such ninety (90) day notice period, IPA shall be deemed to have accepted participation in the new product. In the event IPA objects to any such new product, the parties shall confer in good faith to reach agreement on terms of IPA's participation. If such agreement cannot be reached, such new product shall not apply to this Agreement.
- 19.2 ChoiceCare reserves the right, in its discretion, to develop and market provider networks in which IPA may not be selected to participate. The parties agree that this Agreement applies to those Members and Plans designated by ChoiceCare.

## **ASSIGNMENT AND DELEGATION**

- 20.1 The assignment by **IPA** of this Agreement or any interest hereunder shall require notice to and the written consent of **ChoiceCare**. Any attempt by **IPA** to assign this Agreement or its interest hereunder without complying with the terms of this paragraph shall be void and of no effect, and **ChoiceCare**, at its option, may elect to terminate this Agreement upon thirty (30) days written notice to **IPA**, without any further liability or obligation to **IPA**. **ChoiceCare** may assign this Agreement in whole or in part to any purchaser of or successor to the assets or operations of **ChoiceCare**, or to any affiliate of **ChoiceCare**, provided that the assignee agrees to assume **ChoiceCare's** obligations under this Agreement. Upon notice of an assignment by **ChoiceCare**, **IPA** may terminate this Agreement upon thirty (30) days written notice to **ChoiceCare**.

## **COMPLIANCE WITH REGULATORY REQUIREMENTS**

- 21.1 **IPA** acknowledges, understands and agrees that this Agreement may be subject to the review and approval of state regulatory agencies with regulatory authority over the subject matter to which this Agreement may be subject. Any modification of this Agreement requested by such agencies or required by applicable law or regulations shall be incorporated herein as provided in **Article 22.10**, of this Agreement.
- 21.2 **IPA** and **ChoiceCare** agree to be bound by and comply with the provisions of all applicable state and federal laws, rules and regulations. The alleged failure by either party to comply with applicable state and federal laws or regulations shall not be construed as allowing either party a private right of action against the other in any court or administrative agency in matters in which such right is not recognized or authorized by such law or regulation. **IPA** shall notify **ChoiceCare** immediately of any changes in licensure or certification status of **IPA** and other Participating Providers, as applicable. If **IPA** violates any of the provisions of applicable state and/or federal laws, rules and regulations, or commits any act or engages in conduct for which **IPA's** or other Participating Provider's license or certification is revoked or suspended, or otherwise is restricted by any state licensing or certification agency by which a Participating or the **IPA** is licensed or certified, **ChoiceCare** may immediately terminate this Agreement or any individual Participating Provider.

## **MISCELLANEOUS PROVISIONS**

- 22.1 **SEVERABILITY**. If any part of this Agreement should be determined to be invalid, unenforceable, or contrary to law, that part shall be reformed, if possible, to conform to law, and if reformation is not possible, that part shall be deleted, and the other parts of this Agreement shall remain fully effective.
- 22.2 **GOVERNING LAW**. This Agreement shall be governed by and construed in accordance with the laws of the state in which health care services are provided. The parties agree that applicable federal and state laws and regulations may make it necessary to include in this Agreement specific provisions relevant to the subject matter contained herein. Such provisions, if any, are set forth in **Attachment A** hereto. The parties agree to comply with any and all such provisions and in the event of a conflict between the provisions in **Attachment A** and any other provisions in this Agreement, the provisions in **Attachment A** shall control. In the event that state or federal laws or regulations enacted after the Effective Date expressly require specific language in such provisions be included in this Agreement, such provisions are hereby incorporated by reference without further notice by or action of the parties and such provisions shall be effective as of the effective date stated in such laws, rules or regulations.
- 22.3 **WAIVER**. The waiver, whether expressed or implied, of any breach of any provision of this Agreement shall not be deemed to be a waiver of any subsequent or continuing breach of the same provision. In addition, the waiver of one of the remedies available to either party in the event of a default or breach of this Agreement by the other party shall not at any time be deemed a waiver of a party's right to elect such remedy at any subsequent time if a condition of default continues or recurs.

- 22.4 **NOTICES.** Any notices, requests, demands or other communications, except notices of changes in policies and procedures pursuant to **Article 7**, required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given: (i) on the date of personal delivery, or (ii) provided such notice, request, demand or other communication is received by the party to which it is addressed in the ordinary course of delivery: (a) on the third day following deposit in the United States mail, postage prepaid, by certified mail, return receipt requested; (b) on the date of facsimile transmission, or (c) on the date following delivery to a nationally recognized overnight courier service, each addressed to the other party at the address set forth below their respective signatures to this Agreement, or to such other person or entity as either party shall designate by written notice to the other in accordance herewith. **ChoiceCare** may also provide such notices to **IPA** by electronic means to the email address of **IPA** set forth on the Cover Sheet to this Agreement or to other email addresses **IPA** provides to **ChoiceCare** by notice as set forth herein. Unless a notice specifically limits its scope, notice to any one party included in the term "**IPA**" or "**ChoiceCare**" shall constitute notice to all parties included in the respective terms.
- 22.5 **CONFIDENTIALITY.** **IPA** agrees that the terms of this Agreement and information regarding any dispute arising out of this Agreement are confidential, and agrees not to disclose the terms of this Agreement nor information regarding any dispute arising out of this Agreement to any third party without the express written consent of **ChoiceCare**, except pursuant to a valid court order, or when disclosure is required by a governmental agency. Notwithstanding anything to the contrary herein, the parties acknowledge and agree that **IPA** may discuss the payment methodology included herein with Members requesting such information.
- 22.6 **COUNTERPARTS AND HEADINGS.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together constitute one and the same instrument. The headings in this Agreement are for reference purposes only and shall not be considered a part of this Agreement in construing or interpreting any of its provisions. Unless the context otherwise requires, when used in this Agreement, the singular shall include the plural, the plural shall include the singular, and all nouns, pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, as the identity of the person or persons may require. It is the parties desire that if any provision of this Agreement is determined to be ambiguous, then the rule of construction that such provision is to be construed against its drafter shall not apply to the interpretation of the provision.
- 22.7 **INCORPORATION OF ATTACHMENTS.** All attachments attached hereto are incorporated herein by reference.
- 22.8 **FORCE MAJEURE.** Neither party to this Agreement shall be deemed to breach its obligations under this Agreement if that party's failure to perform under the terms of this Agreement is due to an act of God, riot, war or natural disaster.
- 22.9 **ENTIRE AGREEMENT.** This Agreement, including the attachments, addenda and amendments hereto and the documents incorporated herein, constitutes the entire agreement between **ChoiceCare** and **IPA** with respect to the subject matter hereof, and it supersedes any prior or contemporaneous agreements, oral or written, between **ChoiceCare** and **IPA**.
- 22.10 **MODIFICATION OF THIS AGREEMENT** This Agreement may be amended in writing as mutually agreed upon by the parties. In addition, **ChoiceCare** may amend this Agreement upon ninety (90) days' written notice to **IPA**. Failure of **IPA** to object to such amendment during the ninety (90) day notice period shall constitute acceptance of such amendment by **IPA**.
- 22.11 **MATERIAL ADVERSE CHANGES.** Notwithstanding anything to the contrary in this Agreement, in the event **ChoiceCare** makes a material adverse change in the terms of this Agreement it shall provide at least ninety (90) days written notice to **IPA** of such change; except where a shorter notice period is required to comply with applicable law or regulation. If **IPA** objects to the change that is the subject of the notice, then **IPA** must within thirty (30) days of the date of the notice give

written notice of termination of this Agreement which notice shall be effective at the end of the notice period of the material adverse change; provided, however, if **ChoiceCare** provides written notice within sixty-five (65) days of the date of the original notice of the material adverse change that it will not implement such change as to **IPA**, then **IPA's** notice of termination shall be of no force or effect.

- 22.12 **SUBCONTRACTING PERFORMANCE**. **IPA** shall provide **ChoiceCare** an executed letter of agreement (in a form substantially similar to the form attached hereto as the letter of agreement attachment) for each Participating Provider who is a physician and who is subcontracted or independently contracted with **IPA** prior to the provision of services by such Participating Provider to Members. Such Participating Providers, if any, who do not execute a letter of agreement may not participate under this Agreement and may not be listed in **ChoiceCare's** provider directories.

IN WITNESS WHEREOF, the parties have the authority necessary to bind the entities identified herein and have executed this Agreement to be effective as of the Effective Date.

IPA/AUTHORIZED SIGNATORY

CHOICECARE NETWORK

Signature: Greg J. Haggard

Signature: Donna E. Haggard

Printed Name: Greg J. Haggard

Printed Name: Donna E. Haggard

Title: President

Title: Vice President

Date: January 11, 2011

Date: 1/11/2011

Address For Notice:

IPA: Southwest Medical IPA  
3419 75th Street  
Suite T  
Hubbuck, TX 79423

ChoiceCare Network:

ChoiceCare Network  
P.O. Box 19013  
Green Bay, Wisconsin 54307  
Attn: President

**PLAN PARTICIPATION LIST ATTACHMENT**

**IPA** agrees to participate in the Plan(s) selected below, whether self-funded or fully insured, that are offered or administered by Payor:

**Plan** (Check only those which apply)

|                                                |              |
|------------------------------------------------|--------------|
| Commercial PPO Plans                           | _____X_____  |
| Commercial POS Plans                           | _____X_____  |
| Commercial EPO Plans                           | _____X_____  |
| Medicare PPO Plans                             | _____X_____  |
| Medicare HMO Plans                             | _____NA_____ |
| Medicare POS Plans                             | _____X_____  |
| Medicare Network Private Fee-For-Service Plans | _____X_____  |

## ATTACHMENT A

### STATE LAW COORDINATING PROVISIONS

#### TEXAS

**ChoiceCare** and **IPA** agree that the following provisions are incorporated into the Agreement as they relate to Payors, Plans and/or Members and solely to the extent specifically required to ensure compliance with Texas laws, rules and regulations. This page is intentionally left blank if there are no state laws, rules or regulations required for provider contracts at the time of execution of this Agreement.

1. **Member Billing**

**IPA** shall not bill a Member for unnecessary care, if a physician or practitioner has determined the care was unnecessary. **IPA** shall bill Members on **IPA's** discounted contract rate with **ChoiceCare** and not on **IPA's** full charge. This provision shall not prohibit collection from Member for any non-covered service and/or Copayment amounts in accordance with the terms of the applicable Member health benefits contract and this Agreement.

2. **Notice To Member Of Termination Of Provider/IPA Practitioner**

Reasonable advance notice will be given to a Member of the impending termination from the plan of any **IPA** who is currently treating the Member. If an **IPA** voluntarily terminates this Agreement, **IPA**, with **ChoiceCare's** assistance, shall provide Members under **IPA's** care with reasonable notice. If **ChoiceCare** terminates this Agreement, **ChoiceCare** will notify Members on the later of the effective date of the termination or when a review panel (described below) makes a formal recommendation. If **IPA** terminated for reasons related to imminent harm, **ChoiceCare** will notify Members immediately.

3. **Continuity Of Care**

The termination of this Agreement, except for reason of medical competence or professional behavior, does not release the obligation of Payor(s) to reimburse **IPA** who is treating a Member of special circumstance, such as Member who has a disability, acute condition, life threatening illness, is past the twenty-fourth (24<sup>th</sup>) week of pregnancy, or other condition, at no less than the rates provided for in this Agreement for the Member's care in exchange for continuity of ongoing treatment of a Member receiving Medically Necessary treatment such that the **IPA** reasonably believes that discontinuing care by the **IPA** could cause harm to the patient. Special circumstance shall be identified by the **IPA** who must request that the Member be permitted to continue treatment under the **IPA's** care and agree not to seek payment from the Member of any amounts for which the Member would not be responsible if the Agreement had not terminated. Any dispute between Payor and the **IPA** regarding the necessity of continued treatment by the **IPA** shall be submitted to the quality assurance committee or utilization committee of Payor. Payor will continue to reimburse **IPA** for treating a Member who has special circumstances until: (i) the ninetieth (90<sup>th</sup>) day after the effective date of the termination; or (ii) if the Member has been diagnosed with a terminal illness at the time of termination, the expiration of the nine (9) month period after the effective date of the termination; or (iii) if a Member is past the twenty-fourth (24<sup>th</sup>) week of pregnancy at the time of termination, through delivery of the child and for immediate postpartum care and a follow-up checkup within the six (6) week period after delivery.

4. **Member Complaint Process**

**IPA** shall post in **IPA's** facility or location a notice to Members on the process for resolving complaints with **ChoiceCare**. The notice shall include the Texas Department of Insurance's toll-free telephone number for filing complaints.

**ChoiceCare** shall not engage in any retaliatory action, including termination or refusal to renew a contract, against the **IPA** because the **IPA** has, on behalf of an Member, reasonably filed a complaint against **ChoiceCare** or has appealed a decision of **ChoiceCare**.

## ATTACHMENT A

### STATE LAW COORDINATING PROVISIONS

#### TEXAS

5. Disclosure Of Payment Information

IPA may request a description and copy of the coding guidelines, including any underlying bundling, recoding or other payment process and fee schedules applicable to specific procedures that the IPA will receive under the contract. Payor(s) will provide the coding guidelines not later than thirty (30) days after receipt of the request. Payors will provide notice of changes to the coding guidelines and fee schedule that will result in a change of payment not later than the ninetieth (90<sup>th</sup>) day before the date the change takes effect. IPA may terminate this Agreement in accordance with termination provisions of the Agreement on or before the thirtieth (30<sup>th</sup>) day after IPA receives information requested without penalty or discrimination in participation in other health care products or plans.

6. Financial Incentive

Nothing contained herein is intended by **ChoiceCare** to be a financial incentive or payment, which directly or indirectly acts as an inducement for IPA to limit Medically Necessary services.

7. Communications With Members

The parties acknowledge and agree that nothing contained in this Agreement is intended to interfere with or hinder communications between IPA, dentist or Hospital and Members regarding a patient's medical condition and/or treatment options; information or opinions regarding the terms, requirements, or services of the health care plan as they relate to the medical needs of the patient; or the termination of the IPA's, dentist's, or Hospital's contract with the health care plan or the fact that the IPA, dentist, or Hospital will otherwise no longer be providing medical care, dental care, or health care services under the health care plan.

8. Economic Profiling

Upon request of an IPA Practitioner, **ChoiceCare** will make available that IPA's economic profile, if any, including the standards by which the IPA is measured. If **ChoiceCare** uses an economic profile, **ChoiceCare** will recognize the characteristics of an IPA's practice that may account for variations from expected costs.

9. Prompt Payment

Payors shall pay IPA in accordance with this Agreement within the statutory time period, any clean claim for Medically Necessary Covered Services rendered to Members. Provided, however, if necessary to determine whether a claim is payable, Payor may within thirty (30) days of receipt of a clean claim, request additional information. In which case, Payor will determine whether the claim is payable and pay, deny or audit the claim on or before the later of the remaining time in the statutory time period or fifteen (15) days after receipt of the requested information or written notice from IPA that the IPA does not possess the requested information.

10. Termination Of Participation

At least ninety (90) days prior to the effective date of termination of this Agreement, **ChoiceCare** shall provide a written explanation to IPA of the reason(s) for termination and shall comply with all relevant regulations promulgated by the Texas Department of Insurance. Exceptions to this provision are: (i) cases of imminent harm to patient health; (ii) action against license to practice; or (iii) fraud pursuant to **Insurance Code Article 20.A18A(b)**, in which cases termination may be immediate.

## ATTACHMENT A

### STATE LAW COORDINATING PROVISIONS

#### TEXAS

##### 11. Advisory Panel Review

**IPA**, upon written request and before the effective date of termination of a Participating Hospital from participation under this Agreement, will be entitled to an advisory panel review of such termination. The advisory panel will be appointed by **ChoiceCare**, and will be comprised of **ChoiceCare** Participating Hospitals, including at least one representative in the individual Hospital's specialty, if available, appointed to serve on **ChoiceCare's** quality assurance or utilization review committee(s). **ChoiceCare** shall abide by the requirements set forth in Texas state regulations concerning the advisory panel. This provision shall not apply in cases where there is: (i) imminent or the threat of imminent harm to a Member's health, safety or welfare; (ii) action taken by a state medical, dental or other professional licensing board, or other governmental agency that effectively impairs the individual Hospital's ability to practice their profession; or (iii) fraud or other malfeasance. The decision of the advisory panel must be considered but is not binding upon **ChoiceCare**. **ChoiceCare** shall provide the individual Hospital upon written request, a copy of the recommendation of the advisory panel and **ChoiceCare's** final determination.

##### 12. Emergency Services

Payors will pay for emergency care services for covered Members, which services are rendered by **IPA** as follows:

- (i) Any medical screening examination or other evaluation required by state or federal law which is necessary to determine whether an emergency medical condition exists will be provided to a covered Member in the emergency department of a hospital;
- (ii) Medically Necessary emergency care services, including treatment and stabilization of an emergency medical condition; and
- (iii) Covered Services originating in a hospital emergency department following treatment of an emergency medical condition as provided for by Humana.

Payor will approve or deny coverage of post stabilization care as requested by the treating **IPA** Practitioner within the time appropriate to the circumstances relating to the delivery of the services and the condition of the patient, but in no case to exceed one (1) hour. Payor will respond to inquiries from the **IPA** Practitioner in compliance with this provision which appears in the Payor's health benefit contract with covered Members.

##### 13. Submission of Claims

If applicable, **IPA** shall submit claims within ninety-five (95) days after the date services are rendered, and further agrees and acknowledges that Payor is not obligated to pay claims which are submitted ninety-five (95) days after the date services are rendered. **IPA** shall not resubmit any claim until, at a minimum, the forty-sixth (46<sup>th</sup>) date, the thirty-first (31<sup>st</sup>) day if filed electronically, or the twenty-second (22<sup>nd</sup>) day if for prescription benefits, after the date the original claim was received.

##### 14. Overpayment

**IPA** agrees that Payor may recover a refund due to an overpayment or completion of an audit if Payor notifies **IPA** in writing not later than one hundred and eighty (180) days after the overpayment or completion of the audit. If **IPA** has not made arrangements to repay or otherwise appeal Payor's notice within forty-five (45) days of Payor's notice of overpayment or within thirty (30) days of notice of completion of audit, Payor will offset the amount of the overpayment against future payments owing to **IPA** for any reason. If **IPA** disagrees with Payor's request for recovery

**ATTACHMENT A**

**STATE LAW COORDINATING PROVISIONS**

**TEXAS**

of overpayment or refund. IPA may appeal the request in writing as provided for in Payor's notice of its intent to recover the overpayment.

15. **Coordination Of Benefit Information**

IPA shall collect and maintain primary payor information in the Member's medical or billing records and shall provide such information to Payor, upon request, so that Payor can coordinate benefits according to the Member's health benefits contract and the Agreement.

## ATTACHMENT B

### REIMBURSEMENT PROVISIONS

#### 1. REIMBURSEMENT

##### A. ChoiceCare Network:

**Provider** agrees to accept as payment in full from Payor for Covered Services rendered to Members, the lesser of **Provider's** billed charges or the amount specified below, less any Co-payments due from member. These rates are offered only to those physicians who elect to participate in all Humana products as reimbursed on the following schedule.

| Service:                                                                                | Reimbursement:                                                                                                          |
|-----------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------|
| Drugs & Biologicals                                                                     | 100% of ChoiceCare's 201-544 fee schedule                                                                               |
| In-office Laboratory Services listed on Lab Attachment All other labs paid at zero (0%) | 100 % of ChoiceCare's 005-795 fee schedule                                                                              |
| PCP's                                                                                   | 135% of ChoiceCare's 005-795 fee schedule (Except Drugs & Biologicals and Lab Services which pay as outlined above)     |
| Specialists                                                                             | 180% of ChoiceCare's 005-795 fee schedule (Except Drugs & Biologicals and and Lab Services which pay as outlined above) |
| Anesthesia                                                                              | \$65.00 per 15 minute unit                                                                                              |
| Physician Extender Services<br>Chiropractors<br>Podiatrists                             | 85% of ChoiceCare's 005-795 fee schedule (Except Drugs & Biologicals and Lab Services which pay as outlined above)      |
| Any service/code not listed on either fee schedule listed above:                        | 100% of ChoiceCare's 005-795 fee schedule                                                                               |

Claims filed with an "unlisted" service or procedure code must include documentation of the service provided. The documentation must include a written description of the service and the appropriate medical reports related to the service, including the NDC number for drugs or a copy of the invoice for equipment, if applicable. Unlisted procedure codes are defined as CPT or HCPCS code descriptions that include one of the following "NOC, NEC, NOS, unlisted, not specified, miscellaneous or special report". Each claim will be reviewed manually and ChoiceCare will assign the allowable fee based on established fees for comparable services. In the event that a comparable service cannot be determined, the allowable fee will be the lesser of a discounted percent of the billed charge amount, the Average Wholesale Price for drugs, or invoice cost plus 10% for supplies or equipment.

##### A-1) Laboratory Services

Notwithstanding anything to the contrary in the Agreement, **Provider** agrees that payment for in-office laboratory services rendered to Members is limited solely to those services specified on **Lab Attachment**. **Provider** shall not bill, charge, seek payment or have any recourse against **ChoiceCare**, Payors or Members for any amounts related to the provision of any other laboratory services not specifically listed on **Attachment**.

## ATTACHMENT B

### REIMBURSEMENT PROVISIONS

**Provider** agrees to use best efforts to refer Members to participating reference laboratories for all other outpatient laboratory services or for services listed on **Lab Attachment** that are not performed in **Provider's** office for any reason. **Provider** will receive ninety (90) days notice of any change to **Lab Attachment**.

#### B. Medicare Advantage Plans:

**Provider** agrees to participate in **ChoiceCare's** Medicare Advantage Network(s) and agrees to accept as payment in full from Payors for Covered Services rendered to Members covered under Plans offered by Payors with access to **ChoiceCare's** Medicare Advantage Network(s), one hundred percent (100%) of **ChoiceCare's** (005-795) Fee Schedule or **Provider's** billed charges, whichever is less, less any Co-payments due from Member.

For services of a physician extender, **Provider** agrees and shall require the physician extender to agree to accept as payment in full from **ChoiceCare** for Covered Services rendered to Members covered under a Medicare Advantage plan(s) offered by Payors with access to this Agreement, eighty five percent (85%) of **ChoiceCare's** (005-795) fee schedule or **Provider's** billed charges, whichever is less, less any Co-payments due from Member.

Claims filed with an "unlisted" service or procedure code must include documentation of the service provided. The documentation must include a written description of the service and the appropriate medical reports related to the service, including the NDC number for drugs or a copy of the invoice for equipment, if applicable. Unlisted procedure codes are defined as CPT or HCPCS code descriptions that include one of the following "NOC, NEC, NOS, unlisted, not specified, miscellaneous or special report". Each claim will be reviewed manually and **ChoiceCare** will assign the allowable fee based on established fees for comparable services. In the event that a comparable service cannot be determined, the allowable fee will be the lesser of a discounted percent of the billed charge amount, the Average Wholesale Price for drugs, or invoice cost plus 10% for supplies or equipment.

#### 2. FEE SCHEDULE DESCRIPTIONS:

##### (201-544) Fee Schedule:

**ChoiceCare's** injectable fee schedule (201-544) uses a percentage of the CMS Average Sales Price (ASP) or another industry standard as the basis of the 201-544 fee schedule. The fee schedule includes the following administration codes: 90465, 90466, 90467, 90468, 90471, 90472, 90473, and 90474. Notwithstanding anything to the contrary in the Agreement, in the event the basis for the schedule is changed from a percentage of ASP to another basis, then **ChoiceCare** will provide ninety (90) days advance notice to **Provider** of the new basis. The list of codes and associated fees are reviewed and updated quarterly to reflect market pricing. These quarterly updates, if any, as well as any change in the basis may result in fees being adjusted either upwardly or downwardly. These updates shall be incorporated in the **ChoiceCare** injectable fee schedule (201-544) without notice to **Provider**, but will be made available to **Provider**, upon request.

##### (005-795) Fee Schedule:

**ChoiceCare's** (005-795) fee schedule is based on the Medicare Resource-Based Relative Value Scale, RBRVS, fee schedule and payment systems, including the site-of-service payment differential, in effect as of the effective date of this Agreement and will change thereafter to reflect the annual updates to the schedule made by the Centers for Medicare and Medicaid Services ("CMS").

Additionally, **ChoiceCare** will adjust the schedule to include and assign fees for services, which are not covered by RBRVS (hereinafter "**Gap Codes**"). In most cases, the **Gap Codes** are adjusted by

## ATTACHMENT B

### REIMBURSEMENT PROVISIONS

**ChoiceCare** using the relative value unit ("RVU") multiplied by Medicare's conversion factor and geographic factor to assign the fee.

Such annual updates by CMS and any corresponding adjustments by **ChoiceCare** shall be incorporated herein without notice, but will be available to **Provider** upon request. **ChoiceCare** may make other adjustments and modifications to the fee schedule. In such cases, **ChoiceCare** will provide to **Provider** a ninety (90) day written notice prior to implementation.

#### 3. IPA EXTENDERS:

**Provider** agrees that in the event that **Provider** employs, subcontracts or independently contracts with or uses the services of a physician extender (that is, a physician assistant, advanced registered nurse practitioner, certified nurse midwife, or such other similarly situated individual) who will be providing services to Members under the supervision of **Provider**, **Provider** shall notify **ChoiceCare** in writing, upon execution of this Agreement and at any time during the term of this Agreement when such physician extenders are employed, subcontracted or independently contracted with **Provider**, and the specific services that such physician extenders will be performing, prior to the provision of services to any **ChoiceCare** Member. **Provider** represents that physician extenders employed by or under contract with **Provider** will comply with the terms and condition of this Agreement, maintain professional liability coverage and are appropriately licensed as required by applicable state and federal laws, rules and regulations. **Provider** acknowledges and agrees **ChoiceCare** retains the right to approve, suspend and/or terminate participation under this Agreement of any physician extender who will be providing services to **ChoiceCare** Members.

#### 4. ANCILLARY SERVICES

**Provider** and other Participating Providers shall provide only those laboratory, injectable, infusion therapy, durable medical equipment, radiology, nuclear medicine, physical therapy and other ancillary health care services which Participating Provider is qualified to provide by license, certification, and state and/or federal law.

#### 5. FEE SCHEDULE SAMPLES

**ChoiceCare** has provided a representative sample of these fee schedules to **Provider** prior to **Provider's** execution of this Agreement, and thereafter will supply a sample upon written request by **Provider**. **Provider** hereby acknowledges receipt of fee schedule sample.

#### 6. MISCELLANEOUS

**IPA** understands that **Humana** may market or administer products that contain variable Co-payment amounts due from the Member for Covered Services based on the medical specialty of certain physicians and the unit costs or reimbursement rates provided for in provider participation agreements. **IPA** agrees to participate in such products and to bill and accept as payment in full for Covered Services rendered to Members in such products the reimbursement rates set forth above less any Co-payment amounts due from the Member.

In circumstances where the Member's Co-payment for a Covered Service is equal to or greater than the rate set forth herein for that service, **IPA** agrees to accept as payment in full for the service the Member's Co-payment, not to exceed the rates set forth herein. Furthermore, in such cases, **IPA** agrees to refund to Member the difference, if any, between the Co-payment collected from the Member and such rate.

## ATTACHMENT C

### MEDICARE ADVANTAGE PROVISIONS

**Physician** agrees to participate in **ChoiceCare's** Medicare Advantage Network. **Physician** further agrees that the following additional provisions relate specifically to Medicare Advantage products and plans and are hereby incorporated by reference into the Agreement.

- a) **Physician** agrees to: (i) abide by all federal and state laws regarding confidentiality, privacy and disclosure of medical records or other health and enrollment information, (ii) ensure that medical information is released only in accordance with applicable state or federal law, or pursuant to court orders or subpoenas, (iii) maintain all Member records and information in an accurate and timely manner, and (iv) allow timely access by Members to the records and information that pertain to them.
- b) The parties agree that Payor will process all claims for Covered Services which are accurate and complete within thirty (30) days from the date of receipt.
- c) **Physician** agrees that in no event, including, but not limited to, nonpayment by Payor, Payor's insolvency or breach of this Agreement, shall **Physician** bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from, or have any recourse against Members or persons other than Payor for Covered Services provided by **Physician** for which payment is the legal obligation of Payor. This provision shall not prohibit collection by **Physician** from Member for any non-covered service and/or Copayments in accordance with the terms of the applicable Member health benefits contract. **Physician** further agrees that: (i) this provision shall survive the expiration or termination of this Agreement regardless of the cause giving rise to expiration or termination and shall be construed to be for the benefit of the Member; (ii) this provision supersedes any oral or written contrary agreement now existing or hereafter entered into between **Physician** and Member or persons acting on their behalf; and (iii) this provision shall apply to all employees, agents, trustees, assignees, subcontractors, and independent contractors of **Physician**, and **Physician** shall obtain from such persons specific agreement to this provision.
- d) **Physician** agrees to cooperate with Payor in its efforts to monitor compliance with its Medicare Advantage contract(s) and/or Medicare Advantage rules and regulations and to assist Payor in complying with corrective action plans necessary for Payor to comply with such rules and regulations.
- e) **Physician** agrees that nothing in the Agreement shall be construed as relieving Payor of its responsibility for performance of duties agreed to through its Medicare Advantage contracts existing now or entered into in the future with CMS.
- f) **Physician** agrees to comply with and be subject to all applicable Medicare program laws, rules and regulations, reporting requirements, and CMS instructions as implemented and amended by CMS. This includes, without limitation, federal and state regulatory agencies' including, but not limited to, HHS, the Comptroller General or their designees rights to evaluate, inspect and audit **Physician's** operations, books, records, and other documentation and pertinent information related to **Physician's** obligations under the Agreement, as well as all other federal and state laws, rules and regulations applicable to individuals and entities receiving federal funds. **Physician** further agrees HHS', the Comptroller General's, or their designees right to inspect, evaluate and audit any pertinent information for any particular contract period will exist through ten (10) years from the final date of the contract period between Payor and CMS or from the date of completion of any audit, whichever is later, and agrees to cooperate, assist and provide information as requested by such entities.
- g) **Physician** agrees to retain all contracts, books, documents, papers and other records related to the provision of services to Medicare Advantage Members and/or as related to **Physician's** obligations under the Agreement for a period of not less than ten (10) years from: (i) each successive December 31; or (ii) the end of the contract period between Payor and CMS; or (iii) from the date of completion of any audit, whichever is later.

## ATTACHMENT C

### MEDICARE ADVANTAGE PROVISIONS

- h) **Physician** agrees in the event certain identified activity(ies) have been delegated to **Physician** under the Agreement, any sub-delegation of the noted activity(ies) by **Physician** requires the prior written approval of **ChoiceCare** and/or Payor, as applicable. Notwithstanding anything to the contrary in the Agreement, **ChoiceCare** and/or Payor, as applicable, will monitor **Physician's** performance of any delegated activity(ies) on an ongoing basis and hereby retains the right to modify, suspend or revoke such delegated activity(ies) in the event **ChoiceCare**, Payor and/or CMS determines, in their discretion, that **Physician** is not meeting or has failed to meet its obligations under the Agreement related to such delegated activity(ies). In the event that **ChoiceCare** and/or Payor, as applicable, has delegated all or any part of the claims payment process to **Physician** under the Agreement, **Physician** shall comply with all prompt payment requirements to which Payor is subject. **ChoiceCare** agrees that it shall review the credentials of **Physician** or, if **ChoiceCare** and/or Payor, as applicable, has delegated the credentialing process to **Physician**, **ChoiceCare** and/or Payor, as applicable, shall review and approve **Physician's** credentialing process and audit it on an ongoing basis.
- i) **Physician** agrees to comply with **ChoiceCare** and Payor's policies and procedures.
- j) **Physician** agrees to maintain full participation status in the federal Medicare program. This also includes all of **Physician's** employees, subcontractors, and/or independent contractors who will provide services, including, without limitation, health care, utilization review, medical social work, and/or administrative services under the Agreement.
- k) **Physician** agrees that payment from Payor for services rendered to Payor's Medicare Advantage Members is derived, in whole or in part, from federal funds received by Payor from CMS.
- l) **Physician** agrees to disclose to Payor, upon request and within thirty (30) days or such lesser period of time required for Payor to comply with all applicable state or federal laws, all of the terms and conditions of any payment arrangement that constitutes a "physician incentive plan" as defined by CMS and/or any federal law or regulation. Such disclosure should identify, at a minimum, whether services not furnished by the physician/provider are included, the type of incentive plan including the amount, identified as a percentage, of any withhold or bonus, the amount and type of any stop-loss coverage provided for or required of the physician/provider, and the patient panel size broken down by total group or individual physician/provider panel size, and by the type of insurance coverage (i.e., Commercial HMO, Medicare Advantage HMO, Medicare PPO, and Medicaid HMO).
- m) **Physician** agrees that in the event of Payor's insolvency or termination of Payor's contract with CMS, benefits to Members will continue through the period for which premium has been paid and benefits to Members confined in an inpatient facility will continue until their discharge.
- n) **Physician** agrees to provide or arrange for continued treatment, including, but not limited to, medication therapy, to Medicare Advantage Members upon expiration or termination of the Agreement. In accordance with all applicable state and federal laws, rules and/or regulations, treatment must continue until the Member: (i) has been evaluated by a new participating provider who has had a reasonable opportunity to review or modify the Medicare Advantage Member's course of treatment, or until Payor has made arrangements for substitute care for the Medicare Advantage Member; and (ii) until the date of discharge for Medicare Advantage Members hospitalized on the effective date of termination or expiration of the Agreement. **Physician** agrees to accept as payment in full from Payor for Covered Services rendered to Payor's Medicare Advantage Members, the rates set forth in the payment attachment which are applicable to such Member.
- o) **Physician** agrees to cooperate with the activities and/or requests of any independent quality review and improvement organization utilized by and/or under contract with Payor as related to the provision of services to Medicare Advantage Members.

## ATTACHMENT C

### MEDICARE ADVANTAGE PROVISIONS

- p) **Physician** agrees to cooperate with Payor's health risk assessment program.
- q) **Physician** agrees to provide to Payor accurate and complete information regarding the provision of Covered Services by **Physician** to Members ("**Data**") on a complete CMS 1500 or UB 92 form, or their respective successor forms as may be required by CMS, or such other form as may be required by law when submitting claims and encounters in an electronic format, or such other format as is mutually agreed upon by both parties. The Data shall be provided to Payor on or before the last day of each month for encounters occurring in the immediately preceding month, or such lesser period of time as may be required in the Agreement, or as is otherwise agreed upon by the parties in writing. The submission of the Data to Payor and/or CMS shall include a certification from **Physician** that the Data is accurate, complete and truthful. In the event the Data is not submitted to Payor by the date and in the form specified above, Payor may, in its sole option, withhold payment otherwise required to be made under the terms of the Agreement until the Data is submitted to Payor.
- r) **Physician** agrees not to collect or attempt to collect copayments, coinsurance, deductibles or other cost-share amounts from any Payor Medicare Advantage Member who has been designated as a Qualified Medicare Beneficiary ("**QMB**") by CMS.
- s) **Physician** agrees to maintain written agreements with employed and contracted health care providers and health care professionals providing services under the Agreement in a form comparable to, and consistent with, the terms and conditions of the Agreement. **Physician's** downstream provider agreements shall include terms and conditions which comply with all applicable requirements for provider agreements under state and federal laws, rules and regulations including, without limitation, the Medicare Advantage rules and regulations to which Payor is subject. In the event of a conflict between the language of the downstream provider agreements and the Agreement, the language in the Agreement shall control.
- t) With respect to any of Payors members who are eligible for both Medicare and Medicaid, **Physician** agrees that such members will not be held liable for Medicare Part A and Medicare Part B cost sharing when the State is responsible for paying such amounts. Further, with respect to such members, **Physician** agrees to: (i) accept the payment amount from the Payor as payment in full, or (ii) bill the appropriate State source.

**HMO PROVISIONS**  
**ATTACHMENT**

**The following provisions apply solely to commercial HMO and/or Medicare Advantage HMO products and plans, as applicable.**

- I. **Services to Members.** In the event **Physician** provides a Member a non-covered service or refers a Member to an out-of-network provider without pre-authorization from Payor, **Physician** shall, prior to the provision of such non-covered service or out-of-network referral, inform the Member: (i) of the service(s) to be provided or referral(s) to be made; (ii) that Payor will not pay or be liable financially for such non-covered service(s) or out-of-network referral(s); and (iii) that Member will be responsible financially for non-covered service(s) and/or out-of-network referral(s) that are requested by the Member.

- II. **Continuity of Care.** Subject to and in accordance with all applicable state and/or federal laws, rules and/or regulations, treatment following termination or expiration of this Agreement must continue until the Member: (i) has been evaluated by a new participating provider who has had a reasonable opportunity to review or modify the Member's course of treatment, or until Payor has made arrangements for substitute care for the Member; and (ii) until the date of discharge for Members hospitalized on the effective date of termination or expiration of this Agreement. **Physician** agrees to accept as payment in full from Payor for Covered Services rendered to such Members, the rates set forth in the payment attachment, less any Copayments due from such Members.

Notwithstanding the foregoing, if upon notice from **Physician** or a Member that Member is in a continuation of care situation as noted above or in accordance with applicable law and Payor does not use due diligence to make alternative care available to the Member within ninety (90) days after receipt of such notice, then Payor shall pay to **Physician** for continuity of care services the standard rates paid to non-participating physicians for that geographical area. The preceding sentence shall not apply if other participating physicians, physician groups or physician organizations are not available to replace the terminating **Physician** due to: (i) geographic or travel-time barriers; or (ii) contractual provisions between the terminating **Physician** and a facility at which the Member receives care that limits or precludes other participating physicians, physician groups or physician organizations from rendering replacement services to Members (for example, an exclusive contract is in place between the terminating **Physician** and a facility where the Member receives services).

- III. **Medical Records.** Upon request from **ChoiceCare**, Payor, or a Member, **Physician** shall transfer a complete copy of the medical records of any Member transferred to another physician and/or facility for any reason, including termination or expiration of this Agreement. The copy and transfer of medical records shall be made at no cost to **ChoiceCare**, Payor, or the Member and shall be made within a reasonable time following the request, but in no event more than five (5) business days, except in cases of emergency where the transfer shall be immediate. **Physician** agrees that such timely transfer of medical records is necessary to provide for the continuity of care for Members. **Physician** agrees to pay court costs and/or legal fees incurred by **ChoiceCare** and/or Payor or the Member to enforce the terms of this provision.

- IV. **Acquisitions.** In the event **Physician** acquires, through an asset acquisition, merger, consolidation, lease or other means, or enters into a management agreement to manage the practice(s) of physician(s) or physician group(s) in \_\_\_\_\_, and such practices or groups have in effect an agreement with **ChoiceCare** to provide services to Payor's Members at rates which are more favorable to **ChoiceCare** than those contained herein, the rates contained herein shall be adjusted downward to reflect such more favorable rate.

- V. **Equal Access.** **Physician** agrees to accept Payor's Members as patients within the normal scope of **Physician's** medical practice. If, due to overcapacity, **Physician** closes his/her practice

## ATTACHMENT C

### MEDICARE ADVANTAGE PROVISIONS

**IPA** agrees to participate in **ChoiceCare's** Medicare Advantage Network. **IPA** further agrees that the following additional provisions relate specifically to Medicare Advantage products and plans and are hereby incorporated by reference into the Agreement.

- a) **IPA** agrees to: (i) abide by all federal and state laws regarding confidentiality, privacy and disclosure of medical records or other health and enrollment information; (ii) ensure that medical information is released only in accordance with applicable state or federal law, or pursuant to court orders or subpoenas; (iii) maintain all Member records and information in an accurate and timely manner; and (iv) allow timely access by Members to the records and information that pertain to them.
- b) The parties agree that Payor will process all claims for Covered Services which are accurate and complete within thirty (30) days from the date of receipt.
- c) **IPA** agrees that in no event, including, but not limited to, nonpayment by Payor, Payor's insolvency or breach of this Agreement, shall **IPA** bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from, or have any recourse against Members or persons other than Payor for Covered Services provided by **IPA** for which payment is the legal obligation of Payor. This provision shall not prohibit collection by **IPA** from Member for any non-covered service and/or Copayments in accordance with the terms of the applicable Member health benefits contract. **IPA** further agrees that: (i) this provision shall survive the expiration or termination of this Agreement regardless of the cause giving rise to expiration or termination and shall be construed to be for the benefit of the Member; (ii) this provision supersedes any oral or written contrary agreement now existing or hereafter entered into between **IPA** and Member or persons acting on their behalf; and (iii) this provision shall apply to all employees, agents, trustees, assignees, subcontractors, and independent contractors of **IPA**, and **IPA** shall obtain from such persons specific agreement to this provision.
- d) **IPA** agrees to cooperate with Payor in its efforts to monitor compliance with its Medicare Advantage contract(s) and/or Medicare Advantage rules and regulations and to assist Payor in complying with corrective action plans necessary for Payor to comply with such rules and regulations.
- e) **IPA** agrees that nothing in the Agreement shall be construed as relieving Payor of its responsibility for performance of duties agreed to through its Medicare Advantage contracts existing now or entered into in the future with CMS.
- f) **IPA** agrees to comply with and be subject to all applicable Medicare program laws, rules and regulations, reporting requirements, and CMS instructions as implemented and amended by CMS. This includes, without limitation, federal and state regulatory agencies' including, but not limited to, HHS, the Comptroller General or their designees rights to evaluate, inspect and audit **IPA's** operations, books, records, and other documentation and pertinent information related to **IPA's** obligations under the Agreement, as well as all other federal and state laws, rules and regulations applicable to individuals and entities receiving federal funds. **IPA** further agrees HHS, the Comptroller General's, or their designees right to inspect, evaluate and audit any pertinent information for any particular contract period will exist through ten (10) years from the final date of the contract period between Payor and CMS or from the date of completion of any audit, whichever is later, and agrees to cooperate, assist and provide information as requested by such entities.
- g) **IPA** agrees to retain all contracts, books, documents, papers and other records related to the provision of services to Medicare Advantage Members and/or as related to **IPA's** obligations under the Agreement for a period of not less than ten (10) years from: (i) each successive December 31; or (ii) the end of the contract period between Payor and CMS; or (iii) from the date of completion of any audit, whichever is later.

## ATTACHMENT C

### MEDICARE ADVANTAGE PROVISIONS

- h) **IPA** agrees in the event certain identified activity(ies) have been delegated to **IPA** under the Agreement, any sub-delegation of the noted activity(ies) by **IPA** requires the prior written approval of **ChoiceCare** and/or Payor, as applicable. Notwithstanding anything to the contrary in the Agreement, **ChoiceCare** and/or Payor, as applicable, will monitor **IPA's** performance of any delegated activity(ies) on an ongoing basis and hereby retains the right to modify, suspend or revoke such delegated activity(ies) in the event **ChoiceCare**, Payor and/or CMS determines, in their discretion, that **IPA** is not meeting or has failed to meet its obligations under the Agreement related to such delegated activity(ies). In the event that **ChoiceCare** and/or Payor, as applicable, has delegated all or any part of the claims payment process to **IPA** under the Agreement, **IPA** shall comply with all prompt payment requirements to which Payor is subject. **Humana** agrees that it shall review the credentials of **IPA** or, if **ChoiceCare** and/or Payor, as applicable, has delegated the credentialing process to **IPA**, **ChoiceCare** and/or Payor, as applicable, shall review and approve **IPA's** credentialing process and audit it on an ongoing basis.
- i) **IPA** agrees to comply with **ChoiceCare** and Payor's policies and procedures.
- j) **IPA** agrees to maintain full participation status in the federal Medicare program. This also includes all of **IPA's** employees, subcontractors, and/or independent contractors who will provide services, including, without limitation, health care, utilization review, medical social work, and/or administrative services under the Agreement.
- k) **IPA** agrees that payment from Payor for services rendered to Payor's Medicare Advantage Members is derived, in whole or in part, from federal funds received by Payor from CMS.
- l) **IPA** agrees to disclose to Payor, upon request and within thirty (30) days or such lesser period of time required for Payor to comply with all applicable state or federal laws, all of the terms and conditions of any payment arrangement that constitutes a "physician incentive plan" as defined by CMS and/or any federal law or regulation. Such disclosure should identify, at a minimum, whether services not furnished by the physician/provider are included, the type of incentive plan including the amount, identified as a percentage, of any withhold or bonus, the amount and type of any stop-loss coverage provided for or required of the physician/provider, and the patient panel size broken down by total group or individual physician/provider panel size, and by the type of insurance coverage (i.e., Commercial HMO, Medicare Advantage HMO, Medicare PPO, and Medicaid HMO).
- m) **IPA** agrees that in the event of Payor's insolvency or termination of Payor's contract with CMS, benefits to Members will continue through the period for which premium has been paid and benefits to Members confined in an inpatient facility will continue until their discharge.
- n) **IPA** agrees to provide or arrange for continued treatment, including, but not limited to, medication therapy, to Medicare Advantage Members upon expiration or termination of the Agreement. In accordance with all applicable state and federal laws, rules and/or regulations, treatment must continue until the Member: (i) has been evaluated by a new participating provider who has had a reasonable opportunity to review or modify the Medicare Advantage Member's course of treatment, or until Payor has made arrangements for substitute care for the Medicare Advantage Member; and (ii) until the date of discharge for Medicare Advantage Members hospitalized on the effective date of termination or expiration of the Agreement. **IPA** agrees to accept as payment in full from Payor for Covered Services rendered to Payor's Medicare Advantage Members, the rates set forth in the payment attachment which are applicable to such Member.
- o) **IPA** agrees to cooperate with the activities and/or requests of any independent quality review and improvement organization utilized by and/or under contract with Payor as related to the provision of services to Medicare Advantage Members.
- p) **IPA** agrees to cooperate with Payor's health risk assessment program.

## ATTACHMENT C

### MEDICARE ADVANTAGE PROVISIONS

- q) **IPA** agrees to provide to Payor accurate and complete information regarding the provision of Covered Services by **IPA** to Members ("**Data**") on a complete CMS 1500 or UB 92 form, or their respective successor forms as may be required by CMS, or such other form as may be required by law when submitting claims and encounters in an electronic format, or such other format as is mutually agreed upon by both parties. The Data shall be provided to Payor on or before the last day of each month for encounters occurring in the immediately preceding month, or such lesser period of time as may be required in the Agreement, or as is otherwise agreed upon by the parties in writing. The submission of the Data to Payor and/or CMS shall include a certification from **IPA** that the Data is accurate, complete and truthful. In the event the Data is not submitted to Payor by the date and in the form specified above, Payor may, in its sole option, withhold payment otherwise required to be made under the terms of the Agreement until the Data is submitted to Payor.
- r) **IPA** agrees not to collect or attempt to collect copayments, coinsurance, deductibles or other cost-share amounts from any Payor Medicare Advantage Member who has been designated as a Qualified Medicare Beneficiary ("**QMB**") by CMS.
- s) **IPA** agrees to maintain written agreements with employed and contracted health care providers and health care professionals providing services under the Agreement in a form comparable to, and consistent with, the terms and conditions of the Agreement. **IPA's** downstream provider agreements shall include terms and conditions which comply with all applicable requirements for provider agreements under state and federal laws, rules and regulations including, without limitation, the Medicare Advantage rules and regulations to which Payor is subject. In the event of a conflict between the language of the downstream provider agreements and the Agreement, the language in the Agreement shall control.
- t) With respect to any of Payors members who are eligible for both Medicare and Medicaid, **IPA** agrees that such members will not be held liable for Medicare Part A and Medicare Part B cost sharing when the State is responsible for paying such amounts. Further, with respect to such members, **IPA** agrees to: (i) accept the payment amount from the Payor as payment in full, or (ii) bill the appropriate State source.

**HMO PROVISIONS**  
**ATTACHMENT**

**The following provisions apply solely to commercial HMO and/or Medicare Advantage HMO products and plans, as applicable.**

- I. **Services to Members.** In the event IPA provides a Member a non-covered service or refers a Member to an out-of-network provider without pre-authorization from Payor, IPA shall, prior to the provision of such non-covered service or out-of-network referral, inform the Member: (i) of the service(s) to be provided or referral(s) to be made; (ii) that Payor will not pay or be liable financially for such non-covered service(s) or out-of-network referral(s); and (iii) that Member will be responsible financially for non-covered service(s) and/or out-of-network referral(s) that are requested by the Member.
- II. **Continuity of Care.** Subject to and in accordance with all applicable state and/or federal laws, rules and/or regulations, treatment following termination or expiration of this Agreement must continue until the Member: (i) has been evaluated by a new participating provider who has had a reasonable opportunity to review or modify the Member's course of treatment, or until Payor has made arrangements for substitute care for the Member; and (ii) until the date of discharge for Members hospitalized on the effective date of termination or expiration of this Agreement. IPA agrees to accept as payment in full from Payor for Covered Services rendered to such Members, the rates set forth in the payment attachment, less any Copayments due from such Members.
- III. **Medical Records.** Upon request from ChoiceCare, Payor, or a Member, IPA shall transfer a complete copy of the medical records of any Member transferred to another physician and/or facility for any reason, including termination or expiration of this Agreement. The copy and transfer of medical records shall be made at no cost to ChoiceCare, Payor, or the Member and shall be made within a reasonable time following the request, but in no event more than five (5) business days, except in cases of emergency where the transfer shall be immediate. IPA agrees that such timely transfer of medical records is necessary to provide for the continuity of care for Members. IPA agrees to pay court costs and/or legal fees incurred by ChoiceCare and/or Payor or the Member to enforce the terms of this provision.
- IV. **Equal Access.** IPA agrees to accept Payor's Members as patients within the normal scope of Participating Provider's medical practice. If a Participating Provider closes his/her practice to new patients, such closure will apply to all prospective patients without discrimination or regard to payor or source of payment for services. Should the Participating Provider subsequently reopen his/her practice to new patients, Participating Provider agrees to accept Payor's Members seeking assignment and/or referral to Participating Provider's practice to the same extent and in the same manner as all other non-Payor patients seeking Participating Provider's services.
- V. **Participating Provider Responsibilities:**
  - A. **Services**

Participating Provider agrees to be responsible twenty-four (24) hours a day, seven (7) days a week for providing Covered Services for Members including, but not limited to, prescribing, directing and monitoring all urgent and emergency care for Members.

Participating Provider agrees to provide ChoiceCare and/or Payor upon request a written description of its arrangements for emergency and urgent care and service coverage in the event of unavailability due to vacation, illness, and after regular office hours. IPA shall ensure that all Participating Providers providing such coverage are contracted and credentialed Participating Providers with ChoiceCare. IPA will ensure that all Participating Providers providing such coverage render services under the same terms and conditions and in compliance with all provisions of this Agreement. Compensation to Participating Providers for "on call" coverage will be the responsibility of IPA.

in the event that emergency or urgent care services are needed by a Member outside the service area, **IPA** agrees to monitor and authorize the out-of-area care to provide direct care as soon as the Member is able to return to the service area for treatment without medically harmful or injurious consequences.

**B. Specific Referrals**

Except in the case of a medical emergency, **Participating Provider** agrees to use its best efforts to admit, refer, and cooperate with the transfer of Members for Covered Services only to providers designated, specifically approved by or under contract with **ChoiceCare** and/or Payor.

In addition, **IPA** acknowledges and agrees that certain Members may have health benefits contracts that limit coverage to certain types of participating providers. For such Members, referrals are required to be made to specific providers designated by **ChoiceCare** and/or Payor.

**C. Disease/Case Management Programs**

**IPA** agrees to participate in Payor's disease/case management programs as they are developed and implemented.

**D. Humana First**

**IPA** agrees to participate in Payor's twenty-four (24) hour nurse call program, Humana First, or any such successor program.

**E. Hospitalist Programs**

**IPA** agrees to cooperate with and participate in Payor's hospitalist programs where applicable, as they are developed and implemented.

**F. Transplant Programs**

Upon request by Payor, **IPA** agrees to cooperate with and participate in Payor's organ and tissue transplant programs as they are developed and implemented.

**G. Health Improvement Studies**

**IPA** agrees to participate in **ChoiceCare** and/or Payor's health improvement studies as they are developed and implemented.

**H. Quality Improvement Activities**

**IPA** agrees to cooperate with **ChoiceCare's** and/or Payor's quality improvement activities and, upon request by **ChoiceCare** and/or Payor, to participate in **ChoiceCare's** and/or Payor's quality improvement activities as they are developed and implemented.

**HMO PROVISIONS  
ATTACHMENT**

The following provisions apply solely to commercial HMO and/or Medicare Advantage HMO products and plans, as applicable.

- I. **Services to Members.** In the event IPA provides a Member a non-covered service or refers a Member to an out-of-network provider without pre-authorization from Payor, IPA shall, prior to the provision of such non-covered service or out-of-network referral, inform the Member: (i) of the service(s) to be provided or referral(s) to be made; (ii) that Payor will not pay or be liable financially for such non-covered service(s) or out-of-network referral(s); and (iii) that Member will be responsible financially for non-covered service(s) and/or out-of-network referral(s) that are requested by the Member.
- II. **Continuity of Care.** Subject to and in accordance with all applicable state and/or federal laws, rules and/or regulations, treatment following termination or expiration of this Agreement must continue until the Member: (i) has been evaluated by a new participating provider who has had a reasonable opportunity to review or modify the Member's course of treatment, or until Payor has made arrangements for substitute care for the Member; and (ii) until the date of discharge for Members hospitalized on the effective date of termination or expiration of this Agreement. IPA agrees to accept as payment in full from Payor for Covered Services rendered to such Members, the rates set forth in the payment attachment, less any Copayments due from such Members.
- III. **Medical Records.** Upon request from ChoiceCare, Payor, or a Member, IPA shall transfer a complete copy of the medical records of any Member transferred to another physician and/or facility for any reason, including termination or expiration of this Agreement. The copy and transfer of medical records shall be made at no cost to ChoiceCare, Payor, or the Member and shall be made within a reasonable time following the request, but in no event more than five (5) business days, except in cases of emergency where the transfer shall be immediate. IPA agrees that such timely transfer of medical records is necessary to provide for the continuity of care for Members. IPA agrees to pay court costs and/or legal fees incurred by ChoiceCare and/or Payor or the Member to enforce the terms of this provision.
- IV. **Equal Access.** IPA agrees to accept Payor's Members as patients within the normal scope of Participating Provider's medical practice. If a Participating Provider closes his/her practice to new patients, such closure will apply to all prospective patients without discrimination or regard to payor or source of payment for services. Should the Participating Provider subsequently reopen his/her practice to new patients, Participating Provider agrees to accept Payor's Members seeking assignment and/or referral to Participating Provider's practice to the same extent and in the same manner as all other non-Payor patients seeking Participating Provider's services.
- V. **Participating Provider Responsibilities.**

**A. Services**

Participating Provider agrees to be responsible twenty-four (24) hours a day, seven (7) days a week for providing Covered Services for Members including, but not limited to, prescribing, directing and monitoring all urgent and emergency care for Members.

Participating Provider agrees to provide ChoiceCare and/or Payor upon request a written description of its arrangements for emergency and urgent care and service coverage in the event of unavailability due to vacation, illness, and after regular office hours. IPA shall ensure that all Participating Providers providing such coverage are contracted and credentialed Participating Providers with ChoiceCare. IPA will ensure that all Participating Providers providing such coverage render services under the same terms and conditions and in compliance with all

provisions of this Agreement. Compensation to **Participating Providers** for "on call" coverage will be the responsibility of IPA.

In the event that emergency or urgent care services are needed by a Member outside the service area, **IPA** agrees to monitor and authorize the out-of-area care to provide direct care as soon as the Member is able to return to the service area for treatment without medically harmful or injurious consequences.

**B. Specific Referrals**

Except in the case of a medical emergency, **Participating Provider** agrees to use its best efforts to admit, refer, and cooperate with the transfer of Members for Covered Services only to providers designated, specifically approved by or under contract with **ChoiceCare** and/or Payor.

In addition, **IPA** acknowledges and agrees that certain Members may have health benefits contracts that limit coverage to certain types of participating providers. For such Members, referrals are required to be made to specific providers designated by **ChoiceCare** and/or Payor.

**C. Disease/Case Management Programs**

**IPA** agrees to participate in Payor's disease/case management programs as they are developed and implemented.

**D. Humana First**

**IPA** agrees to participate in Payor's twenty-four (24) hour nurse call program, Humana First, or any such successor program.

**E. Hospitalist Programs**

**IPA** agrees to cooperate with and participate in Payor's hospitalist programs where applicable, as they are developed and implemented.

**F. Transplant Programs**

Upon request by Payor, **IPA** agrees to cooperate with and participate in Payor's organ and tissue transplant programs as they are developed and implemented.

**G. Health Improvement Studies**

**IPA** agrees to participate in **ChoiceCare** and/or Payor's health improvement studies as they are developed and implemented.

**H. Quality Improvement Activities**

**IPA** agrees to cooperate with **ChoiceCare's** and/or Payor's quality improvement activities and, upon request by **ChoiceCare** and/or Payor, to participate in **ChoiceCare's** and/or Payor's quality improvement activities as they are developed and implemented.

## APPENDIX A

### ADDITIONAL PROVISIONS APPLICABLE TO HUMANA HEALTH PLAN PAYORS

The following additional provisions apply to health plans underwritten or administered by Humana Insurance Company or its affiliates.

1. Notwithstanding anything to the contrary in the Agreement, **IPA** agrees to submit all claims to Payors or their designees, as applicable, using a CMS 1500, its electronic equivalent, or its successor, within one hundred eighty (180) days from the later of: (i) the date of service; or (ii) the date of **IPA's** receipt of the explanation of benefits from the primary payor when Payor is the secondary payor; provided, however, all claims under self-insured plans must be submitted within one hundred eighty (180) days of the date of service. Payors may, in their sole discretion, deny payment for any claim(s) received by Payor after the later of the dates specified above.
2. "**Medically Necessary**" (or "**Medical Necessity**"), unless otherwise defined by applicable law, shall mean health care services that an IPA, exercising prudent clinical judgment, would provide to a patient for the purpose of preventing, evaluating, diagnosing or treating an illness, injury, disease or its symptoms, and that are (a) in accordance with generally accepted standards of medical practice; (b) clinically appropriate, in terms of type, frequency, extent, site and duration, and considered effective for the patient's illness, injury or disease; and (c) not primarily for the convenience of the patient, IPA, or other health care provider, and not more costly than an alternative service or sequence of services at least as likely to produce equivalent therapeutic or diagnostic results as to the diagnosis or treatment of that patient's illness, injury or disease. For these purposes, "generally accepted standards of medical practice" means standards that are based on credible scientific evidence published in peer-reviewed medical literature generally recognized by the relevant medical community, IPA specialty society recommendations and the views of IPAs practicing in relevant clinical areas and any other relevant factors. **IPA** agrees that in the event of a denial of payment for services rendered to Members determined not to be Medically Necessary by Payor, that **IPA** shall not bill, charge, seek payment or have any recourse against Member for such services. Notwithstanding the immediately preceding sentence, **IPA** may bill the Member for services determined not to be Medically Necessary if **IPA** provides the Member with advance written notice that: (a) identifies the proposed services, (b) informs the Member that such services may be deemed by Payor to be not Medically Necessary, and (c) provides an estimate of the cost to the Member for such services and the Member agrees in writing in advance of receiving such services to assume financial responsibility for such services.
3. **IPA** agrees to comply with the policies and procedures set forth in the Manual regarding inpatient and outpatient admissions including, but not limited to, notifying **ChoiceCare** of the admission or obtaining preadmission authorization as the Manual so requires. **IPA** recognizes that failure to comply with the Manual with respect to a Member admission could result in limitations on **ChoiceCare's** ability to administer Members' benefits. In the event **IPA** fails to comply with the Manual regarding a Member inpatient or outpatient admission, **IPA's** claim will be pended and may either not be paid (if it is not Medically Necessary) or be subject to an administrative reduction in an amount equal to fifty percent (50%) of the allowed amount. **IPA** agrees it shall not balance bill the Member for the amount of the reduction in payment. In the event the reduction described herein is effected, the Member's Copayments, if any, will be adjusted accordingly.

**LETTER OF AGREEMENT****ATTACHMENT**

WHEREAS, Health Value Management, Inc. d/b/a ChoiceCare Network (hereinafter referred to as "ChoiceCare") and \_\_\_\_\_ (hereinafter referred to as "IPA") entered into a Physician Participation Agreement (hereinafter "Agreement") on \_\_\_\_\_ AND

WHEREAS, IPA and ChoiceCare agreed to be bound by the terms and conditions of the Agreement, AND

WHEREAS, the undersigned physician (hereinafter referred to as "Participating Provider") is a member of IPA, and a Participating Provider pursuant to the Agreement between IPA and ChoiceCare, NOW, THEREFORE, the parties hereby agree as follows:

Participating Provider agrees to abide by all of the terms and conditions set forth in the Agreement, and to abide by all payor policies and procedures established and revised from time to time by payor including, but not limited to, quality assurance, quality improvement, risk management, utilization management, credentialing and recredentialing, and grievances/appeals.

Participating Provider unconditionally authorizes ChoiceCare and/or payor and IPA to share information, including but not limited to credentialing, recredentialing, quality management and utilization management information as related to treatment of individuals covered under those payor health benefits plans covered under the Agreement (hereinafter "Members"). However, it is understood expressly that the information shall not be shared with anyone not a party to the Agreement, unless required by law or pursuant to prior written consent of Participating Provider.

Participating Provider acknowledges that Participating Provider has been provided an opportunity to read the Agreement, all of the terms of which are hereby incorporated by reference.

Participating Provider further agrees that payment to IPA or Participating Provider, as applicable, from payor, less any Copayments owed by the Member, is payment in full for health care services provided or arranged for Members in accordance with the applicable Member health benefits contract and the terms and conditions of this Agreement. Participating Provider shall look solely to IPA for payment and agrees that payments made by payor to IPA for Covered Services rendered to Members by Participating Provider constitutes payment in full to Participating Provider.

Participating Provider further agrees that in the event of termination or expiration of the Agreement, or in the event IPA is dissolved for whatever reason, Participating Provider shall continue to provide health care services under the terms and conditions of the Agreement and payor agrees to continue to pay Participating Provider in accordance with the fee-for-service payment arrangements stated in the payment attachment of the Agreement, for a period of one hundred and eighty (180) days after notice of dissolution of IPA or the effective date of termination or expiration of the Agreement, during which time a new physician agreement may be negotiated between ChoiceCare and the individual Participating Provider. ChoiceCare may terminate such Participating Provider participation at any time after dissolution of IPA or termination or expiration of the Agreement upon written notice to Participating Provider.

**PARTICIPATING PROVIDER**

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_

**ChoiceCare**

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_

**LETTER OF AGREEMENT****ATTACHMENT**

WHEREAS, Health Value Management, Inc. d/b/a ChoiceCare Network (hereinafter referred to as "ChoiceCare") and \_\_\_\_\_ (hereinafter referred to as "IPA") entered into a Physician Participation Agreement (hereinafter "Agreement") on \_\_\_\_\_ AND

WHEREAS, IPA and ChoiceCare agreed to be bound by the terms and conditions of the Agreement, AND

WHEREAS, the undersigned physician (hereinafter referred to as "Participating Provider") is a member of IPA, and a Participating Provider pursuant to the Agreement between IPA and ChoiceCare, NOW, THEREFORE, the parties hereby agree as follows:

Participating Provider agrees to abide by all of the terms and conditions set forth in the Agreement, and to abide by all payor policies and procedures established and revised from time to time by payor including, but not limited to, quality assurance, quality improvement, risk management, utilization management, credentialing and recredentialing, and grievances/appeals.

Participating Provider unconditionally authorizes ChoiceCare and/or payor and IPA to share information, including but not limited to credentialing, recredentialing, quality management and utilization management information as related to treatment of individuals covered under those payor health benefits plans covered under the Agreement (hereinafter "Members"). However, it is understood expressly that the information shall not be shared with anyone not a party to the Agreement, unless required by law or pursuant to prior written consent of Participating Provider.

Participating Provider acknowledges that Participating Provider has been provided an opportunity to read the Agreement, all of the terms of which are hereby incorporated by reference.

Participating Provider further agrees that payment to IPA or Participating Provider, as applicable, from payor, less any Copayments owed by the Member, is payment in full for health care services provided or arranged for Members in accordance with the applicable Member health benefits contract and the terms and conditions of this Agreement. Participating Provider shall look solely to IPA for payment and agrees that payments made by payor to IPA for Covered Services rendered to Members by Participating Provider constitutes payment in full to Participating Provider.

Participating Provider further agrees that in the event of termination or expiration of the Agreement, or in the event IPA is dissolved for whatever reason, Participating Provider shall continue to provide health care services under the terms and conditions of the Agreement and payor agrees to continue to pay Participating Provider in accordance with the fee-for-service payment arrangements stated in the payment attachment of the Agreement, for a period of one hundred and eighty (180) days after notice of dissolution of IPA or the effective date of termination or expiration of the Agreement, during which time a new physician agreement may be negotiated between ChoiceCare and the individual Participating Provider. ChoiceCare may terminate such Participating Provider participation at any time after dissolution of IPA or termination or expiration of the Agreement upon written notice to Participating Provider.

**PARTICIPATING PROVIDER**

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_

**ChoiceCare**

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_