

**AMENDMENT TO**  
**GROUP PARTICIPATION AGREEMENT**

THIS AMENDMENT is entered into by and between Health Value Management, Inc. d/b/a ChoiceCare Network (hereinafter "**ChoiceCare**") and North Texas Ear Nose and Throat Associates (hereinafter "**GROUP**"),

**WHEREAS, ChoiceCare and GROUP** entered into a Group Participation Agreement (hereinafter referred to as the "**Agreement**") pursuant to which **GROUP** agreed to be a participating provider in provider networks established and administered by **ChoiceCare**, and agreed to provide services to **ChoiceCare** members; and

**WHEREAS, ChoiceCare and GROUP** desire to amend the terms of the **Agreement**.

**NOW, THEREFORE**, the parties agree that the **Agreement** is amended as follows:

1. Attached **Attachment D GROUP REIMBURSEMENT** shall entirely replace existing **Attachment D**.
2. Except as specifically amended hereby, the terms of this Agreement shall remain the same. Unless otherwise indicated, capitalized terms used herein have the same meaning as in the Agreement.

**IN WITNESS WHEREOF**, the parties have executed this Amendment to be effective as of July 1, 2018. This Amendment shall automatically renew for subsequent one (1) year terms unless either party provides at least ninety (90) days written notice of non-renewal to the other party.

**North Texas Ear Nose and Throat Assoc.**  
**("GROUP")**

By: Matthew P. White

Print: Matthew P White

Title: Director, Contract Negotiations

Date: June 1, 2018

**ChoiceCare Network**  
**("ChoiceCare")**

By: Kathie Norris

Print: Kathie Norris

Title: Executive Director

Date: June 1, 2018

**ATTACHMENT D**

**GROUP REIMBURSEMENT**

**1) REIMBURSEMENT:**

**A) Commercial Plans**

**Group** agrees to accept as payment in full from Payor for Covered Services rendered to Members, the lesser of **Group's** billed charges or the amount specified below, less any Copayments due from Member.

<b>Service:</b>	<b>Reimbursement:</b>
Drugs & Biologicals	100% of ChoiceCare's 201-544 fee schedule
All other services	130 % of ChoiceCare's 005-751 fee schedule
Physician Extender Services	105% of ChoiceCare's 005-751 fee schedule  (except Drugs & Biologicals, Laboratory, and Radiology Services which pay as outlined above)

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**

**Group** agrees to use best efforts to refer Members to participating reference laboratories for outpatient laboratory services and services that are not performed in **Group's** office for any reason.

**B) Medicare Advantage Plans**

**Group** agrees to accept as payment in full from Payor for Covered Services rendered to Members, the lesser of **Group's** billed charges or the amount specified below, less any Copayments due from Member.

<b>Service:</b>	<b>Reimbursement:</b>
All other services	100% of Humana's 005/751 fee schedule
Physician Extender Services	85% of Humana's 005/751 fee schedule

For services of a physician extender, Group agrees and shall require the physician extender to agree to accept as payment in full from Payor for Covered Services rendered to **Members** of Medicare Advantage plan(s) covered by this Agreement, eighty five percent (85%) of **ChoiceCare's** (005-751) fee schedule or **Group's** billed charges, whichever is less, less any Copayments 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 Payor 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.

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## 2) FEE SCHEDULE DESCRIPTIONS:

### A) 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 **Group**, 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 **Group**, but will be made available to **Group**, upon request.

### B) 005-751 Fee Schedule:

**ChoiceCare's** (005-751) 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 **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 to the **Group**, but will be available to the **Group** upon request. **ChoiceCare** may make other adjustments and modifications to the fee schedule. In such cases, **ChoiceCare** will provide to **Group** a ninety (90) day written notice prior to implementation

## 3) PHYSICIAN EXTENDERS

**Group** agrees that in the event that **Group** 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 **Group**, **Group** 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 **Group**, and the specific services that such physician extenders will be performing, prior to the provision of services to any Member. **Group** represents that physician extenders employed by or under contract with **Group** 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. **Group** 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 Members.

## 4) ANCILLARY SERVICES

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

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