

ACU-CARE Payor Summary & Election to Participate with COVENTRY HEALTH CARE NATIONAL NETWORK, INC.

Compensation Provisions for Covered Services

Products:

- Coventry Workers' Comp Services -- Workers' Comp Product
- Coventry National – Commercial, Group Health Product
 - *Mail Handlers Benefits Plan (MHBP)*
- First Health (A Coventry Health Care Company) – Group Health Product
 - *Network Access*

Provider shall be compensated for Covered Services rendered to members in accordance with this Exhibit.

CONTRACT RATE SUMMARY

Service Category	Contract Rate
All Services, except for those services defined below.	90% of Current Year CMS RBRVS, with GPCI gap filled (Note C1)

Reimbursement rates (Global):

Procedure Carve Out Codes	Code	Contract Rate
Hot / Cold	97010	\$ 4.50
Heat Lamp	97026	\$ 6.00
Therapeutic Exercise	97110	\$32.00
Tui-na, Massage	97140	\$30.00
Acupuncture, First 15 minutes	97810	\$33.12
Acupuncture, Additional 15 minutes	97811	\$24.83
Electro Stimulation, First 15 minutes	97813	\$35.35
Electro Stimulation, Additional 15 minutes	97814	\$28.22
Initial Office Visit	99203	\$97.74
Office Visit	99213	\$65.83

Workers' Compensation

90% of the official California Workers' Compensation Medical Fee Schedule

Identification:

Coventry and Payors shall provide an identification card or other indicator of participating status to members which shall identify whether the Member participates in the Coventry National— Commercial, Group Health Product.

First Health Network:

Third Party Administrators (TPAs), Carriers, and Businesses contracted for access to the network only and manage all facets of their healthplan. Provider should contact and submit claims to the healthplan via the contact information listed on the back of the patient's card. Ask if you are in-network with First Health, if the patient has Acupuncture coverage, verify the benefit details, and ask if there are any exclusions or special requirements. Make sure you know time limits for claims submission and appeals. Document your conversation.

Claim submission:

Provider agrees to submit its claims for reimbursement and encounter forms, as required by Coventry or Payor, on a UB04 Form or Centers for Medicare and Medicaid Services ("CMS") 1500 or successor forms with current CMS coding, current Terminology Fourth Edition ("CPT4")* coding and other claim information in accordance with the then current Medicare guidelines unless otherwise required by law, whichever Coventry or Payor prefers. Provider shall submit bills within ninety (90) days. Provider understands and agrees that failure to

submit claims in accordance with the requirements of this section may result in the denial of such claims. Provider understands and agrees that Provider has one (1) year from the date that service was rendered to appeal payment by Coventry or Payor. After this one (1) year period no further adjustments to payment shall be made. (*CPT Copyright 2007 American Medical Association. All rights reserved)

Hold Harmless:

Provider agrees that in no event, including, but not limited to, nonpayment by Coventry or a Payor, Coventry or a Payor insolvency or breach of the Agreement shall Provider bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from, or have any recourse against a Member or persons other than Coventry or a Payor acting on their behalf, for services rendered under the Agreement. For purposes of this section, services rendered under the Agreement include those health care services delivered to Members by any and all health care professionals employed by or independently contracted with the Provider. This section shall not prohibit collection of copayments, coinsurance, or deductibles in accordance with the Member's Member Contract.

Term and Termination:

Term of Agreement: The initial term of the Agreement shall be for one (1) year from the Effective Date set forth above (Initial Term). After the expiration of the Initial Term, the Agreement will automatically be renewed for one-year periods unless earlier terminated as set forth below, or unless either Party provides written notice ninety (90) days before the anniversary date of such Party's intention not to renew. Each Product Attachment may be terminated in accordance with the Effect of Termination Section defined in each Product Attachment.

Termination: Either party may terminate this Agreement at any time with ninety (90) days prior written notice, which termination shall be effective the last day of the month following the ninety (90) day notice period.

General Provisions

1. In no case shall compensation for any Product exceed the Provider's usual billed charge.
2. The compensation per service payable by Coventry or applicable Payor, to Provider, subject to the terms of this Agreement, and the Member's coordination of benefit terms, will be equal to the compensation rate(s) as outlined in this Exhibit, minus any applicable copayments, deductibles, coinsurance or compensable non-covered service amounts. Provider agrees that they will not bill Members for amounts in excess of applicable copayments, deductibles, coinsurance or compensable non-covered service amounts in accordance with the Member's Member Contract and with this Agreement.
3. Eligible Billed Charges shall mean the total amount billed by Provider for Covered Services rendered less a) charges not eligible for payment as a result of being a non-covered service under the terms of the Member Contract or b) as a result of not being billed, coded or bundled in accordance with industry standards or c) charges not eligible for payment to Provider due to services not meeting medical management criteria.
4. Notwithstanding all requirements as outlined above in this Exhibit, compensation for the Workers' Compensation Product for Covered Services shall be:
 - a. a) For Covered Services subject to an applicable state or federal law or regulation pertaining to payment for such services (hereinafter the "Mandated Amount"), Provider shall be reimbursed the **lesser of:** i) 90% of Provider's billed charge; or ii) 90% of the Mandated Amount (It is important to note, that the compensation provision stated in this section shall apply whether such laws or regulations are in existence at the time of execution of this Agreement or established at a later time).
 - b. b) For Covered Services billed with a procedure code for which there is no assigned value in Section 4a above, Provider shall be reimbursed at 90% of Eligible Billed Charges.

I want to participate in the following Coventry Products:

***Please check each product in which you wish to participate.**

- COVENTRY WORKERS' COMP SERVICES – WORKERS' COMP PRODUCT
- COVENTRY NATIONAL – GROUP HEALTH PRODUCT
- FIRST HEALTH, Network Access (A COVENTRY HEALTH CARE COMPANY) – GROUP HEALTH PRODUCT

Name _____

Clinic Name _____

Street Address City State Zip

Signature

Date