

DEPARTMENT OF HEALTH AND HUMAN SERVICES
OFFICE OF DIRECTOR

ACTION REFERRAL

TO <i>Myers</i>	DATE <i>12-18-07</i>
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DIRECTOR'S USE ONLY		ACTION REQUESTED	
1. LOG NUMBER 000296	<input type="checkbox"/> Prepare reply for the Director's signature DATE DUE _____		
2. DATE SIGNED BY DIRECTOR <i>CC. Ms. Forkner, Deps</i> <i>4</i>	<input type="checkbox"/> Prepare reply for appropriate signature DATE DUE _____		
<input type="checkbox"/> FOIA DATE DUE _____			
<input checked="" type="checkbox"/> Necessary Action			

APPROVALS (Only when prepared for director's signature)	APPROVE	* DISAPPROVE (Note reason for disapproval and return to preparer.)	COMMENT
1.			
2.			
3.			
4.			



SOUTH CAROLINA SOCIETY OF ANESTHESIOLOGISTS

132 Westpark Blvd. • P.O. Box 11188 • Columbia, SC 29211

www.scanesesthesia.com

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Margaria M. Pate
Executive Director
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December 13, 2007

RECEIVED

DEC 14 2007

Director Emma Forkner
SC Department of Health & Human Services
P.O. Box 8206
1801 Main Street
Columbia, S.C. 29202-8206

Department of Health & Human Services
OFFICE OF THE DIRECTOR

Dear Ms. Forkner:

Pursuant to our discussions regarding the Department's managed care program, attached please find the following documents:

1. Anesthesia Services Contract with Exhibits A-D
2. Redacted EOBs with errors in payments by existing Medicaid HMOs in South Carolina

The first is a proposed contract to be used by and between SCDHHS approved managed care companies and anesthesiology practices. The need for this contract, separate from the current managed care contract used with physician providers is the unique aspects of anesthesiology practices. Credentialing, time and base reimbursement, flat fee obstetrical anesthesia reimbursement, facility based, office based pain practices, etc. all impact specific definitions and procedures that are significantly different from other physician specialties.

The second are copies of EOBs as requested by your staff to evaluate the errors in payments from current managed care companies. The issue of pre-authorization is of particular concern, as we discussed earlier. This specific issue is addressed in the proposed Anesthesia Services Contract.

Thank you for allowing us to address these things with you and your staff, and to make recommendations on how to improve the process, which ultimately helps the Medicaid beneficiaries.

Sincerely,


Margaria M. Pate, M.P.H.
Executive Director, SCSA

Cc: Ms. Deirdra T. Singleton, JD
Ms. "BZ" Giese, RN
Ms. Beverly Hamilton
Ms. Christina Midcap

Gary Haynes, MD, PhD
Vince Degenhart, MD
Robert Morgan, Jr., MD
Mr. Michael Bowe

ANESTHESIA SERVICES CONTRACT

This Participating Physician Group Agreement (the "Agreement") is made and entered into by and between _____ (the "MCO") and _____ (the "Practice") and shall be limited to South Carolina Medicaid Managed Care plan products. The Agreement shall be effective on _____.

Recitals

Whereas, the MCO is a corporation authorized to do business in South Carolina and is licensed as a health maintenance organization in South Carolina.

Whereas, the MCO arranges for the provision of health care services to Enrollees in South Carolina's Medicaid Managed Care Organization Program.

Whereas, the Practice employs and contracts with physicians duly licensed by the applicable state licensing board(s).

Whereas, the MCO desires for Practice to provide professional health care services to Enrollees.

Whereas, the Practice is willing to deliver or arrange for delivery of such services on the terms specified herein.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, and other good and valuable consideration, the parties hereby agree as follows:

I. Definitions

1.1 Claim. A statement of services submitted to MCO by Practice following the provision of Covered Services to an Enrollee that shall include diagnosis or diagnoses and an itemization of services and procedures provided to Enrollee.

1.2 Coordination of Benefits. The determination of primary responsibility for payment of Covered Services when one or more payors may have liability for payment of health care services rendered to Enrollee.

1.3 Coinsurance. The percentage of the Total Compensation, per service or procedure that is the responsibility of Enrollee.

1.4 Copayment. A charge that may be collected directly by a Practice or Practice's designee from an Enrollee in accordance with the Plan.

1.5 Covered Services. Health care services and procedures provided to Enrollees under the terms of the contract between the South Carolina Department of Health and Human Services and the MCO.

1.6 Deductible. The portion of an Enrollee's benefits that must be paid by the Enrollee before any insurance coverage applies.

1.7 Emergency Condition. A medical condition manifesting itself by acute symptoms of sufficient severity (including severe pain), such that a prudent layperson, who possesses an average knowledge of health and medicine, could reasonably expect the absence of immediate medical attention, to result in (a) placing the patient's health in serious jeopardy; (b) serious impairment to bodily function; or (c) serious dysfunction of any bodily organ or part.

1.8 Enrollees. Any individual(s) who is eligible to participate in Medicaid and is enrolled in MCO's Medicaid managed care product pursuant to the terms of the contract between the South Carolina Department of Health and Human Services and the MCO.

1.9 Medically Necessary/Medical Necessity. Health care services or procedures that a prudent physician would provide to a patient for the purpose of preventing, diagnosing, or treating an illness, injury, disease or its symptoms in a manner that is (a) in accordance with generally accepted standards of medical practice; (b) clinically appropriate in terms of type, frequency, extent, site, and duration; and (c) not primarily for the economic benefit of the MCO or for the convenience of the patient, treating physician, or other health care provider.

1.10 Non-Covered Services. Health care services that are not Covered Services as defined herein.

1.11 Medicaid. The South Carolina Medical Assistance Program operated under Total XIX of the Federal Social Security Act.

1.12 Practice Physician. A doctor of medicine or osteopathy licensed to practice medicine, who practices as a shareholder, partner or employee of Practice or who practices as subcontractor of Practice who has been credentialed by the hospital where services are rendered and/or is a participating physician in the South Carolina Medicaid Program.

1.13 Quality Improvement. The process designed to monitor and evaluate the quality and appropriateness of care and to improve care.

II. Practice Services and Obligations

2.1 Covered Services. Practice shall provide or, through its Practice Physicians, arrange for the provision to Enrollees of Covered Services that are within the scope of the Practice Physician's license.

2.2 Standards. Covered Services provided by or arranged for by the Practice shall be delivered by professional personnel qualified by licensure, training, or experience to discharge their responsibilities in a manner that complies with generally accepted standards in the industry.

2.3 Nondiscrimination. Practice agrees that it, and each of its Practice Physicians, shall not differentiate or discriminate in its provision of Covered Services to Enrollees because of race, color, ethnic origin, national origin, religion, sex, marital status, sexual orientation, income, disability, or age. Further, Practice agrees that its Practice Physicians shall render Covered Services to Enrollees in the same manner, in accordance with the same standards, and within the same time availability as such services are offered to patients not associated with MCO consistent with medical ethics and applicable legal requirements for providing continuity of care.

2.4 Licensed/Good Standing. Practice represents that it, or each of its Practice Physicians, is and shall remain licensed or registered to practice medicine and, if applicable, the legal entity is registered and in good standing with the state in which it is chartered and each state in which it is doing business.

2.5 Verification of Enrollees/Eligibility. For anesthesia services excluding private office based chronic pain management services, MCO acknowledges, based upon the facility based nature of the Practice, that the Practice delegates eligibility verification to the facility. Practice (relative to private office chronic pain management services only) or facility shall use the mechanism, including identification card, MCO Web site, or telephone, chosen by MCO or its agent designated for such purpose, to confirm an Enrollee's eligibility prior to rendering any Covered Service. If MCO does not provide verification services on a twenty-four-hour-a-day, seven-day-per-week basis, Practice or facility shall be entitled to rely on the information printed on the Enrollee's identification card as conclusive evidence of such Enrollee's eligibility. In addition, MCO and Practice agree to the following:

2.5(a) MCO shall be bound by MCO's confirmation of eligibility and coverage for the requested services and procedures and shall not retroactively deny payment for Covered Services rendered to individuals the Plan has confirmed as eligible using MCO's designated verification mechanism.

2.5(b) If Practice or facility, after following MCO procedure to the extent reasonably possible, is unable to verify the eligibility of a patient who holds him or herself out to be an Enrollee, Practice shall render necessary care through its Practice Physician, and MCO shall pay for such care if the patient is an Enrollee.

2.6 Authority. Practice represents and warrants that it has full legal power and authority to bind its Practice Physicians to the provisions of this Agreement.

2.7 Administrative Procedures. Practice and each of its Practice Physicians will make best effort to comply with the policies and procedures established by MCO to the extent that the Practice has received notice consistent with the terms of this Agreement. At the effective date of the Agreement, the policies, rules, and procedures applicable to Practice are contained in those manuals and other writings attached hereto on Exhibit D and incorporated by this reference. Practice shall rely on these policies and procedures and Exhibits B and C of this Agreement as the sole material policies and procedures of MCO. The policies and procedures in Exhibit D also must be available on MCO's Web site, and they may not be altered without Practice's prior written consent.

2.8 Assistance in Grievance Procedure. Practice further agrees that it and its Practice Physicians will abide by Sections 4.1 and 4.5 of this Agreement and the South Carolina Medicaid Third Party Resolution Process.

2.9 Use of Names for Marketing. Practice and each of its Practice Physicians shall permit MCO to include the name, business address, and telephone number of it or its Practice Physicians in its list of participating providers distributed to Enrollees; provided, however, that such rights shall not extend to the listing of such Practice Physicians or Practice in any newspaper, radio, or television advertising without the prior written consent of Practice. Such material shall be factually accurate and in compliance with applicable law and ethical standards.

2.10 Noninterference with Medical Care. Nothing in this Agreement is intended to create (nor shall be construed or deemed to create) any right of MCO to intervene in any manner in the methods or means by which Practice and its Practice Physicians render health care services or procedures to Enrollees. Nothing herein shall be construed to require Practice or Practice Physicians to take any action inconsistent with professional judgment concerning the medical care and treatment to be rendered to Enrollees.

III. Compensation and Related Terms

3.1 Compensation. Practice or its designee shall accept from MCO as full payment for the provision of Covered Services, the total compensation identified in Exhibit B and pursuant to Exhibit C, attached hereto and made a part hereof by this reference.

3.2 Billing for Covered Services. Practice shall submit a Claim to MCO. If payment is required under the terms of Exhibits B and C, MCO shall pay Practice for Covered Services rendered to Enrollees in accordance with the terms of this Agreement. Practice shall arrange for all Claims for Covered Services to be submitted to MCO within twelve (12) months after the date services were rendered. Practice shall submit such Claims electronically or on a CMS-1500 billing form.

3.3 Coding for Bills Submitted. MCO hereby agrees that Claims submitted for services and procedures rendered by Practice shall be presumed to be coded correctly. MCO may rebut such presumption with evidence that a claim fails to satisfy the standards set forth on Exhibit C. MCO shall adhere to CPT codes, guidelines and conventions including the use and recognition of modifiers. MCO shall not automatically change CPT codes submitted by a Practice. Practice shall have the right to appeal any adverse decision regarding the payment of Claims based upon the CPT codes reported.

3.4 Copayments to be Collected from Enrollees. Where the Plan requires Enrollees to make Copayments at the time of service, Practice shall collect such Copayments accordingly. MCO shall educate Enrollees about their Copayment obligations. If Copayment is not remitted to Practice in a timely fashion, MCO agrees that Practice may discontinue seeing Enrollee, subject to its Practice Physician's ethical duties, and that such action will not constitute a violation of Section 2.3 by Practice.

3.5 Coinsurance and Deductibles to be Collected from Enrollees. Where the Plan requires Enrollees to pay Coinsurance and/or a Deductible, MCO shall educate Enrollees about these obligations. If Enrollee fails to remit in a timely fashion payment pursuant to Coinsurance or a Deductible, MCO agrees that the Practice may discontinue seeing the Enrollee subject to its Practice Physician's ethical duties, and that such action will not constitute a violation of Section 2.3 by Practice.

3.6 Coordination of Benefits. When Enrollees are covered, either fully or partially, for services provided by a Practice Physician under any contractual or legal entitlement other than this Agreement, including, but not limited to, a governmental, private group or indemnification program, Practice shall be entitled to keep any sums it recovers from such primary source consistent with applicable federal and state law. MCO will pay Practice pursuant to Exhibits B and C the compensation due to the Practice, less that which is obtained from any primary source provided the sum of such payments shall not exceed the total compensation due as set forth on Exhibits B and C.

3.6(a) If MCO is deemed "primary" in accordance with applicable industry coordination of benefits ("COB") standards, the MCO shall pay Practice in accordance with the terms of this Agreement with no delay, reduction, or offset.

3.6(b) If MCO is deemed "secondary" in accordance with applicable industry COB standards, MCO shall pay Practice the difference between what Practice received from the primary Payer and the amount MCO owes Practice as total compensation under the terms of this Agreement.

3.6(c) MCO shall be presumed to be the primary Payer and shall make payments in accordance with this Agreement, unless MCO can document to the satisfaction of the Practice that it is secondary under industry COB standards within fourteen (14) calendar days of receipt of a claim.

3.6(d) If MCO pays a claim to Practice in accordance with this Agreement, Practice agrees to cooperate with the reasonable efforts of MCO to determine whether it is the primary or secondary Payer under industry COB standards.

3.6(e) If it is subsequently determined that MCO should be considered secondary under industry COB standards, then Practice will cooperate with that Payer's reasonable efforts to seek reimbursement from the responsible primary payer; however, MCO is prohibited to recoupment of said payment 180 days after payment was made.

3.6(f) Practice shall not retain funds in excess of the total compensation pursuant to Exhibit B and C of this Agreement, unless applicable state law regarding COB requires or imposes a different requirement.

3.6(g) MCO shall not be relieved of its obligation to make full payment to Practice in the event the primary payer fails to pay Practice's properly submitted Claims within one-hundred eighty (180) days of submission.

3.7 Promptness of Payment. MCO shall remit to Practice the MCO Compensation within thirty (30) calendar days of receipt of Claim by Practice that contains sufficient detail pursuant to current Medicaid standards that MCO is able to reasonably determine the amount to be paid.

3.7(a) MCO shall acknowledge receipt of an electronic claim within twenty-four (24) hours of receiving that claim.

3.7(b) If additional information is needed by MCO to evaluate or validate any Claim for payment by Practice, MCO shall request any additional information in writing within five (5) business days of receipt of an electronic claim and ten (10) business days of receipt of a paper claim. Any undisputed portions of a Claim must be paid according to the time frame set forth in 3.10 while the remaining portion of the Claim is under review.

3.7(c) If MCO fails to make such payment in a timely fashion as specified herein, MCO shall pay Practice a penalty equal to eight (8%) percent of the contracted amount for those services.

3.7(d) All payments to Practice will be considered final and thus MCO cannot seek recoupments of payment unless adjustments are requested in writing by MCO within one-hundred-eighty (180) days after receipt by Practice of payment from MCO.

3.8 Sole Source of Payment. Where Enrollee is enrolled in the MCO Medicaid Managed Care Plan and is subject to state or federal legal requirements that prohibit a physician from billing patients for Covered Services in the event that the MCO fails to make such payment, Practice agrees to look solely to the MCO for payment of all Covered Services delivered during the term of the Agreement.

3.8(a) In such circumstances, Practice shall make no charges or claims against Enrollees for Covered Services except for Copayments, Co-insurance and deductibles as authorized in the Plan covering Enrollee.

3.8(b) In such circumstances, Practice expressly agrees that during the term of this Agreement it shall not charge, assess, or claim any fees for Covered Services rendered to Enrollees from such Enrollees under any circumstances, including, but not limited to, the event of MCO's bankruptcy, insolvency, or failure to pay the Practice.

3.8(c) Practice shall be permitted to collect payment not prohibited under state or federal law, including, but not limited to:

- i. Covered Services delivered to an individual who is not an Enrollee at the time services were provided
- ii. Services provided to an Enrollee that are non-Covered Services
- iii. Services provided to any Enrollee after this Agreement is terminated

3.9 Subrogation. In the event an Enrollee is injured by the act or omission of a third party, the right to pursue subrogation and the receipt of payments shall be as follows:

3.9(a) Practice shall permit MCO to pursue all its rights to recover reimbursement from third party Payers to the extent Payer is at risk for the cost of care.

3.9(b) MCO shall pay claims submitted by Practice in accordance with this Agreement, not withholding MCO's pursuit of subrogation rights against potentially responsible third parties who caused an injury by their acts or omissions.

3.9(c) Practice shall abide by any final determination of legal responsibility for the Enrollee's injuries.

3.9(d) Upon receiving payment from the responsible party, Practice will refund the amount of payment to MCO up to the amount paid by the MCO for the services involved. Practice shall be entitled to keep any payments received from third parties in excess of the amount paid to it by MCO.

3.10 Prior Authorization. Time based anesthesia services and associated procedures, obstetric anesthesia, and post-operative pain management shall not require prior authorization and claims for these services shall not be denied for prior authorization.

3.11 Claims for Practice Physicians Pending Credentialing. If Practice Physician who is credentialed by Medicaid but credentialing by MCO is not completed, MCO shall reimburse Covered Services rendered by Practice Physician pursuant to Section 3.1-3.10 of this Agreement.

IV. MCO's Obligations

4.1 Adverse Medical Necessity or Coverage Decision. Practice or Practice Physician shall have a right to appeal any adverse medical necessity or coverage decision made by MCO. Such appeal shall be coordinated with any related appeal by the Enrollee filed at or prior to the time of the Practice appeal. The appeal procedure shall follow the South Carolina Medicaid Third Party Grievance Resolution Process and shall be subject to a due process review by the South Carolina Fair hearing system.

4.2 Administration. MCO shall promptly and diligently perform all necessary administrative, accounting, enrollment, and other functions including, but not limited to, eligibility determination, claims review and processing, payment of Covered Services, data collection and evaluation.

4.3 Enrollee Identification Card. The MCO shall issue an identification card within 14 days of the Enrollee's selection of the MCO. The identification card shall include, at minimum, the information required to present pursuant to SC Medicaid MCO Policy and Procedure Guide.

4.4 Member Services Availability. The MCO shall maintain a toll-free telephone number for Medicaid MCO program Enrollees' and Practice Physicians' inquiries. The toll free number shall be available 24 hours per day seven days a week.

4.5 Physician Grievances. MCO shall establish and maintain systems to process and resolve a grievance by a Practice Physician toward MCO. Such process shall be set forth in the procedures which are a part of Exhibit D and any MCO Notice amending such process. In connection with such grievances, to the extent that confidential patient information is discussed or made part of the record, or confidential patient records are submitted to MCO, MCO shall either abstract such information or shall remove the name of the patient so that none of the information or records would allow a third party to identify the patient involved. The internal procedure for resolving such grievance will be presumed concluded in the event that such grievance is not resolved to the parties' satisfaction within forty-five (45) days of the submission of such grievance and will allow either party to resort to the dispute remedies of Article VIII.

4.6 Benefit Information. MCO shall advise and counsel its Enrollees and Practice on the type, scope, and duration of benefits and services to which Enrollees are entitled pursuant to the applicable agreement between MCO and Enrollees.

4.7 Provider directories. MCO shall maintain a current provider directory available to enrollees on the MCO Web site and in hard copy. MCO shall include Practice on provider list for plans set forth in Exhibit A.

4.8 Provision of Financial Information. MCO shall provide to Medical Services Entity, no less frequently than once a year, a balance sheet and income statement (collectively, "Financial Statements") accurately depicting the financial condition of MCO. Such Financial Statements shall be prepared in accordance with generally accepted accounting principles and shall be provided on an audited basis to the extent available. Practice acknowledges the confidentiality of such Financial Statements and shall not: (a) use such Financial Statements for any purpose other than evaluating the financial condition of MCO; or (b) disclose the Financial Statements, or any non-public information contained therein, to any third party, other than Practice's attorneys or accountants, without the prior written consent of MCO. The obligations of Practice under the immediately preceding sentence shall survive termination of this Agreement.

4.9 Explanation of Benefits. MCO shall provide Practice with an explanation of benefits (EOB) at minimum indicating the charge, allowed amounts, ASA or CPT code, patient name, dates of service, identification number, denial codes, and Enrollee payment responsibility for all services rendered by Practice Physician to Enrollee covered by this Agreement.

V. Records and Confidentiality

5.1 Confidential Medical Records. All medical records of Enrollees shall be maintained as confidential in accordance with applicable state and federal laws. All medical records shall belong to Practice. The release, disclosure, removal, or transfer of such records shall be governed by state and federal law and by the Practice's established policies and procedures. The cost associated with copying medical records or any other records referred to in this Article V shall be paid by MCO. Any request by MCO for confidential medical records shall be limited to the minimum information necessary to accomplish the specific purpose for which MCO seeks the information. MCO shall counsel its employees, agents, and subcontractors on their obligations to ensure that such information remains confidential. However, if the Practice is facility based, the MCO acknowledges that provision and maintenance of Enrollee's medical records is the responsibility of the facility.

5.2 Access to Records. During normal business hours, each party shall have access to and the right to examine records of the other which relate to a Covered Service or payment provided for a Covered Service. However, any review of the medical record must be narrowly tailored to the specific purpose for which the MCO seeks the information and must be in compliance with applicable state and federal laws. Additionally, if the Practice is facility based, the MCO shall look to the facility for provision of the Enrollee's medical records.

5.3 Other Confidential Information. The parties agree that the sole items of information subject to confidentiality under this Agreement are: (i) medical information relating to individual Enrollees, so as to protect the patient's medical record as required by medical ethics and law; (ii) the precise schedule of compensation to be paid to Practice pursuant to Exhibit B; and (iii) such other information set forth in sections

5.3(a). Otherwise, all other information, including the general manner by which Practice is paid under this Agreement and the general terms and conditions of this Agreement, may be shared with non-parties in the reasonable and prudent judgment of the Parties to this Agreement or Practice Physicians.

5.3(b) Any financial or utilization information provided by Practice to MCO (including the Compensation schedule(s) set forth in Exhibits B and C) shall be maintained in strict confidence by MCO and may not be disclosed by MCO to any third party or used by Payer for any purpose, other than: (i) to satisfy mandatory governmental or regulatory reporting requirements; (ii) for premium setting purposes; (iii) for HEDIS reporting.

VI. Insurance

6.1 Practice Insurance. Practice shall require each Practice Physician to maintain, at all times, in limits and amounts standard in the community, a professional liability insurance policy and other insurance as shall be necessary to insure such Practice Physician against any claim for damages arising directly or indirectly in connection with the performance or non-performance of any services or procedures furnished to Enrollees by such Practice Physician. In the event that Practice discovers that such insurance coverage is not maintained, Practice shall immediately upon making such discovery ensure that such Practice Physician discontinues the delivery of Covered Services to Enrollees until such insurance is obtained. Evidence of such coverage shall be tendered to MCO by Practice upon MCO's request.

VII. Term and Termination

7.1 Term. This Agreement shall commence on the Effective Date and extend until terminated pursuant to this Article VII.

7.2 Negotiation of Renewal of Exhibits B and C. Not later than ninety (90) days prior to each anniversary of the Effective Date hereof, a Party wishing to revise Exhibits A, B or C or any of the schedules affixed thereto shall serve notice in writing of such intention to the other Party, along with the new terms proposed. Within sixty (60) days thereafter, the Parties shall agree to a new Exhibit A, B and/or Exhibit C. If the Parties are unable to come to such agreement, either Party may notify the other within ten (10) days following the deadline for such agreement that it intends to terminate the Agreement entirely or. In such an event, this Agreement shall be terminated 10 days after such notice.

7.3 Termination for Cause. If either Party shall fail to keep, observe, or perform any covenant, term, or provision of this Agreement applicable to such Party, the other Party shall give the defaulting party notice that specifies the nature of such default. If the defaulting Party shall have failed to cure such default within thirty (30) days after the giving of such notice, the non-defaulting Party may terminate this Agreement upon five (5) days notice. However, it shall be grounds for immediate termination if (i) MCO should lose its license to underwrite or administer Plans; or (ii) if any Practice Physician suffers a loss or suspension of medical license, a final unappealable loss of hospital medical staff privileges for reasons that would require reporting to the National Practitioner Data Bank pursuant to the requirements of the Health Care Quality Improvement Act of 1986, or a conviction of a felony, and upon notice to Practice, Practice fails to immediately terminate such Practice Physician from the provision of services and procedures to Enrollees.

7.4 Voluntary Termination. Either Party may terminate this Agreement with or without cause upon sixty(60) days written notice to the other Party specifying whether the termination relates to a specific Plan or to the Agreement generally. The terminating Party shall state the reason for such termination. In the event of a voluntary termination, neither Party shall be foreclosed from participation in the dispute resolution procedures described in Article VIII.

7.5 Termination for Failure to Satisfy Financial Obligations. This Agreement may be terminated in its entirety by either party upon five (5) days written notice if either party, or in the case of termination by Practice, MCO is: (a) more than sixty (60) days behind its financial obligations to its creditors; (b) is declared insolvent; or (c) files in any court of competent jurisdiction: (i) a petition in bankruptcy; (ii) a petition for protection against creditors; or (iii) an assignment in favor of creditors or has such a petition filed against it that is not discharged within ninety (90) days.

7.6 Effect of Termination. This Agreement shall remain in full force and effect during the period between the date that notice of termination is given and the effective date of such termination. As of the date of termination of this Agreement, and except as provided by Section 10.14, this Agreement shall be of no further force and effect, and each of the Parties shall be discharged from all rights, duties, and obligations under this Agreement, except that MCO shall remain liable for Covered Services then being rendered by Practice Physicians to Enrollees by operation of law until the episode of illness then being treated is completed. Payment for such services and procedures shall be made pursuant to the fee schedule contained on Exhibit B and C.

VIII. Dispute Resolution

8.1 Binding Arbitration. Unless one Party has previously filed suit in a court of competent jurisdiction regarding the same subject matter, either Party may submit any dispute arising out of this Agreement to final and binding arbitration. Any such arbitration shall be held in the state where the services or procedures at issue in the dispute were or are to be performed. Arbitration shall be conducted pursuant to either the rules of the American Arbitration Association or the American Health Lawyers Association Alternative Dispute Resolution Project. The arbitrator shall be selected on the mutual agreement of both Parties and shall be an attorney and member of the National Academy of Arbitrators or the American Health Lawyers Association.

8.2 Arbitration Expenses. If Practice prevails in the arbitration, MCO shall be responsible for Practice's costs and expenses related to the arbitration, including attorneys' fees and Practice's share of the arbitrator's fees.

IX. Additional Provisions as Required by State Law

State law may require specific language to be included in a medical services or “provider” agreement. State-specific requirements should be inserted here.

[RESERVED]

X. Miscellaneous

10.1 Nature of Practice. In the performance of the work, duties, and obligations of Practice under this Agreement, it is mutually understood and agreed that Practice and each of its Practice Physicians are at all times acting and performing as independent contractors.

10.2 Additional Assurances. The provisions of this Agreement shall be self-operative and shall require no further agreement by the Parties except as may be specifically provided in this Agreement. However, at the request of either Party, the other Party shall execute such additional instruments and take such additional acts as may be reasonably requested in order to effectuate this Agreement.

10.3 Governing Law. This Agreement shall be governed by and construed in accordance with the applicable federal laws and regulations and the laws of the South Carolina.

10.4 Assignment. MCO may not assign this Agreement without Medical Services Entity’s prior written consent, except that MCO may assign this Agreement to an entity related to MCO by ownership or control or to any successor organization without Practice’s prior written consent. Practice may not assign this Agreement without MCO’s prior written consent, except that Practice may assign this Agreement to an entity related to Practice by ownership or control or to any successor organization without MCO’s prior written consent. Nothing in this provision shall be interpreted to permit renting or leasing of Medical Service Entity’s services or fee schedule to entities that are not owned or controlled or a successor in interest of the MCO.

10.5 Waiver. No waiver by either Party of any breach or violation of any provision of this Agreement shall operate as, or be construed to be, a waiver of any subsequent breach of the same or any other provisions.

10.6 Force Majeure. Neither Party shall be liable for nor deemed to be in default for any delay or failure to perform under this Agreement deemed to result, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquake, flood, failure of transportation, strikes or other work interruptions by either Party’s employees, or any other cause beyond the reasonable control of either party.

10.7 Time is of the Essence. Time is of the essence in this Agreement. The Parties shall perform their obligations within the time specified.

10.8 Notices. Any notice, demand, or communication required, permitted, or desired to be given shall be deemed effectively given when personally delivered or sent by fax with a copy sent by overnight courier, addressed as follows:

If to MCO:

If to Practice:

or to such other address, and to the attention of such other person or officer as either Party may designate in writing.

10.9 Severability. In the event any portion of this Agreement is found to be void, illegal, or unenforceable, the validity or enforceability of any other portion shall not be affected.

10.10 Third-Party Rights. This Agreement is entered into by and between the Parties and for their benefit. There is no intent by either Party to create or establish a third-party beneficiary status or rights in a third party to this Agreement, except for Enrollees or as such rights are expressly created and as set forth in this Agreement. Except for such parties, no such third party shall have any right to enforce or any right to enjoy any benefit created or established under this Agreement.

10.11 Entire Agreement. This Agreement supersedes any prior agreements, promises, negotiation, or representations, either oral or written, relating to the subject matter of this Agreement.

10.12 Notification of Legal Matters. If any action is instituted against either Party relating to this Agreement or any services provided hereunder, or in the event such Party becomes aware of facts or circumstances which indicate a reasonable possibility of litigation with any Payer utilizing Practice, any Enrollee, or any other third person or entity, relevant to the rights, obligations, responsibilities, or duties of the other Party under this Agreement, such Party shall provide timely notice to the other, and the other Party shall cooperate with the first Party in connection with the defense of any such action by furnishing such material or information as is in the possession and control of the other Party relevant to such action.

10.13 Amendment. This Agreement may not be modified without the express written approval of both parties.

10.14 Survival. Notwithstanding any provisions contained herein to the contrary, the obligations of the Parties under Articles III, IV, and VIII shall survive termination of this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in their names by the undersigned officers, the same being duly authorized to do so.

PRACTICE

By: _____

Title: _____

MCO

By: _____

Title: _____

Exhibit A
Covered Services

Services are deemed a Covered Service pursuant to the contract between the MCO and SCDHHS. MCO shall provide a list of Covered Services upon request by Practice.

Exhibit B
Fee Schedule

MCO shall reimburse Practice for all Covered Services at ____% of the Medicaid rate in effect at the date of service.

Exhibit C Coding Standards and Requirements

1. REIMBURSEMENT.

1.1 Time Based Anesthesia Reimbursement Methodology. The following methodology will be used when calculating payment for time-based anesthesia Covered Services including general anesthesia, spinal block anesthesia, regional block anesthesia and monitored anesthesia care:

1.1.1 [(A + (B/15)) times C]

- “A” = number of base units for the Covered Services as defined by the ASA Guidebook
- “B” = units of time in one (1) minute increments
- “C” = conversion factor indicated in attached fee schedule of this Exhibit B and pursuant to Section

1.1.2 The following modifiers will be submitted for time based anesthesia procedures.

AA= Physician personally performed

AD= Supervision of more than 4 concurrent anesthesia procedures

QK = Supervision of 2-4 concurrent anesthesia procedures

QY = Supervision of one CRNA/AA by an anesthesiologist

QX = CRNA/AA supervised by an anesthesiologist

QZ=CRNA not supervised by an anesthesiologist

QS = Monitored anesthesia care

Anesthesia procedures involving both a MD and CRNA/AA will have reimbursement divided so that the anesthesiologist receives 60% and the CRNA receives 50% of the established reimbursement rate as defined in Exhibit B. CRNA services billed with QZ modifier shall be reimbursed at 90% of the anesthesiologist reimbursement rate as defined in Exhibits B and C.

If the complexity of a surgery or complications that develop during surgery require both the anesthesia nurse and the anesthesiologist to be involved completely and fully in a single anesthesia case, both providers may bill for their services. **The complexity of service or complications must be clearly documented in the patient's records and submitted with the claim.** The anesthesiologist must bill using the AA modifier. The nurse must bill using the QZ modifier. These claims must be filed hardcopy with documentation supporting the need for both professionals.

2. BILLING POLICIES

2.1 ASA codes will be submitted for time based anesthesia services.

2.2 MCO reimbursement policies must follow the South Carolina Medicaid Provider Manual, Physicians, Laboratories and Other Medical Professionals, updated November 2, 2007 (the “Manual.”). MCO bundling provisions, claims adjudication systems or medical necessity policies shall not supersede the policies as prescribed in the Manual or as described in this Exhibit .

2.3 OB Anesthesia

2.3.1 Neuraxial labor analgesia for vaginal delivery currently indicated by ASA code 01967 is considered to be a non-timed procedure and shall be reimbursed pursuant to Exhibit B.

2.3.2 C-sections and hysterectomies following neuraxial labor analgesia currently indicated by ASA codes 01968 and 01969, respectively, shall be reimbursed employing the Time Based Anesthesia Reimbursement Methodology as described in Section 1 of this Exhibit in addition to the neuraxial labor analgesia procedure (01967) which shall be reimbursed at a flat rate pursuant to Section 2.3.1 of this Exhibit.

2.3.3 C-sections not following neuraxial labor analgesia currently indicated by CPT code 01961 shall be reimbursed as a time based procedure pursuant to Section 1 of this Exhibit.

2.4 If a discrepancy between Exhibit B or C and Exhibit D exists, the policy of Exhibit B or C shall prevail.

**** Individual Practices and MCO may wish to include additional reimbursement policies based upon the nature and scope of the Practice.**

Exhibit D
Credentialing Criteria and Process

First Choice Select Health
P.O. Box 40849
Charleston, SC 29423-0849

For further inquiries on this remittance advice
contact:
First Choice Select Health
Airport Business Center
200 Stevens Drive
Philadelphia, PA 19113

Payee ID: [REDACTED]
Tax ID: [REDACTED]
NPI #: [REDACTED]
Check No.: 0000268130
Check Ref. ID: 2007062510300999
Payment: 5,451.83
Date: 06/25/2007

ENV 1602
33 OF 47 F

200706251405

Date of Service		Proc/Rev DRG Code	Mod	Description	Qty	Charged Amount	Allowed Amount	OIC	Coins	COB	Amount Paid	Adj/ Den
11/08/06-11/08/06		01630	OK	Anesthesia for open or surg	120	1,014.00	109.90	0.00	0.00	0.00	109.90	PSU
11/08/06-11/08/06		64415	59	Injection, anesthetic agent	001	325.00	0.00	0.00	0.00	0.00	0.00	PSS X01

Provider Name: [REDACTED]		NPI #: [REDACTED]		Member Name: [REDACTED]		Patient ID: [REDACTED]						
Date of Service		Proc/Rev DRG Code	Mod	Description	Qty	Charged Amount	Allowed Amount	OIC	Coins	COB	Amount Paid	Adj/ Den
06/13/07-06/13/07		01480	OK	Anesthesia for open or surg	130	1,014.00	109.90	0.00	0.00	0.00	109.90	PSU
06/13/07-06/13/07		64447	59	Injection, anesthetic agent	001	350.00	0.00	0.00	0.00	0.00	0.00	PSS X01
Claim Total						1,364.00	109.90	0.00	0.00	0.00	109.90	

Provider ID: [REDACTED]		NPI #: [REDACTED]		Member Name: [REDACTED]		Patient ID: [REDACTED]					
Provider Name: [REDACTED]		Member Name: [REDACTED]		Claim ID: [REDACTED]		Patient ID: [REDACTED]					
Date of Service	Proc/Rev DRG Code	Mod	Description	Qty	Charged Amount	Allowed Amount	OIC	Coins	COB	Amount Paid	Adj/ Den
05/24/07-05/24/07	01480	OK	Anesthesia for open procedu	090	702.00	76.09	0.00	0.00	0.00	76.09	PSU
05/24/07-05/24/07	64447	59	Injection, anesthetic agent	001	350.00	0.00	0.00	0.00	0.00	0.00	PSS X01
Claim Total					1,052.00	76.09	0.00	0.00	0.00	76.09	

Provider ID: [REDACTED]		NPI #: [REDACTED]		Member Name: [REDACTED]		Patient ID: [REDACTED]					
Provider Name: [REDACTED]		Member Name: [REDACTED]		Claim ID: [REDACTED]							
Date of Service	Proc/Rev DRG Code	Mod	Description	Qty	Charged Amount	Allowed Amount	OIC	Coins	COB	Amount Paid	Adj/ Den
06/13/07-06/13/07	01480	OK	Anesthesia for open or surg	132	1,014.00	109.90	0.00	0.00	0.00	109.90	PSU
06/13/07-06/13/07	64447	59	Injection, anesthetic agent	001	350.00	0.00	0.00	0.00	0.00	0.00	PSS X01
Claim Total					1,364.00	109.90	0.00	0.00	0.00	109.90	
					Prior Payment				0.00		



First Choice Select Health
P.O. Box 40849
Charleston, SC 29423-0849



P55802B004
ENV 1602
36 OF 47 F

For further inquiries on this remittance advice

contact:

First Choice Select Health
Airport Business Center
200 Stevens Drive
Philadelphia, PA 19113

Payee ID: 601308

Tax ID: 570524997

NPI #:

Check No.: 0000268130

Check Ref. ID: 2007062510300999

Payment: 5,451.83

Date: 06/25/2007

Remittance Advice

ST Not Enrolled on Date of Service

X01 Authorization or Referral not Obtained

Duplicate Claim Previously Paid at Correct Rate or Capitation

Failure to review the Medicaid card places the provider at risk of providing unauthorized services, or services to an ineligible individual, resulting in possible non-payment. The recipient is not responsible for any Medicaid covered services. You are entitled to appeal this denial. The appeal must be submitted in writing by you or your authorized representative within 180 days from original denial notification or date of service if not authorized. The appeal may identify additional information you would like to have considered. You will receive notification of the final determination within 30 calendar days following receipt of your request.

Appeal Address: PO Box 40849, Charleston, SC 29423

NPI Get it! Share it! Use it! Have you obtained your NPI number yet? Please visit the Provider Center on our website at www.selecthealthofsc.com for details on how to obtain, share and use your NPI. The National Provider Identifier (or NPI) is a HIPAA mandated unique standard identification number for providers. Providers must submit claims using the NPI beginning on May 23, 2007. Go to www.selecthealthofsc.com today for more information. Getting an NPI is free not having one can be costly!

Unison Health Plan of South Carolina, Inc.
Remittance Advice

Payee Number: [REDACTED]

Check Number: 0
Check Amount: \$0.00
Check Date: 9/7/2007
RA Reference Id: 2007090711400453
Page Number: 1

Provider Number: [REDACTED] Provider Name: [REDACTED]
Provider Address: [REDACTED]
[REDACTED]
[REDACTED]

Claim ID: 002220999802 Subscriber Number: [REDACTED] Patient Account Number: [REDACTED] Member Name: [REDACTED]

FROM	TO	BILL TYPE/ POS	PROC CODE	CAP IND	REV CODE	QTY	BILLED AMT	ALLOWED AMT	NOT COVERED AMT	CAP WRITE OFF **	COB ADJ	DISALLOW AMT *	NET PAID	EXP CODE
12/22/2006	12/22/2006	21	00851QK	N		52	\$780.00	\$0.00	\$780.00	\$0.00	\$0.00	\$780.00	\$0.00	108,833

CLAIM TOTALS: \$780.00 \$0.00 \$780.00 \$0.00 \$0.00 \$780.00 \$0.00
THIS IS AN ADJUSTMENT OF CLAIM 002220999801 WHICH PREVIOUSLY PAID \$76.09 ON 6/1/2007.

Claim ID: 002448551400 Subscriber Number: [REDACTED] Patient Account Number: [REDACTED] Member Name: [REDACTED]

FROM	TO	BILL TYPE/ POS	PROC CODE	CAP IND	REV CODE	QTY	BILLED AMT	ALLOWED AMT	NOT COVERED AMT	CAP WRITE OFF **	COB ADJ	DISALLOW AMT *	NET PAID	EXP CODE
7/31/2007	7/31/2007	22	00952QK	N		65	\$702.00	\$67.63	\$0.00	\$0.00	\$0.00	\$634.37	\$67.63	
CLAIM TOTALS:							\$702.00	\$67.63	\$0.00	\$0.00	\$0.00	\$634.37	\$67.63	

SUMMARY OF NET PAYABLE: \$67.63
OVERPAYMENT RECOVERY: \$67.63
NET CHECK AMOUNT FOR # 0 IS: \$0.00

* See page 2

Unison Health Plan of South Carolina, Inc.
Remittance Advice

Payee Number: 000000174869

Check Number: 0
Check Amount: \$0.00
Check Date: 9/7/2007
RA Reference Id: 2007090711400453
Page Number: 2

THIS R/A GENERATED A NEGATIVE BALANCE OF \$8.46 FOR THIS PROVIDER THAT WILL BE RECOVERED ON FUTURE R/AS.

Summary of Overpayment Recoveries or Payment Reduction Summary.

Claim ID	Member No.	Patient Account No.	Member Last Name	Member First Name	Create Date	Date of Service	Original Amount	Previously Recovered	Current Recovered Amount	Amount Remaining
002220999801					9/7/2007	12/22/2006	\$76.09	\$0.00	\$67.63	\$8.46
							\$76.09	\$0.00	\$67.63	\$8.46

EXPLANATION CODE LEGEND

EXPLANATION CODE	DESCRIPTION
108	Adjustment due to claim recalculation
833	The surgical procedure billed was not authorized

PLACE OF SERVICE LEGEND

PLACE OF SERVICE CODE	DESCRIPTION
21	Inpatient Hospital
22	Outpatient Hospital

- * This amount represents the difference between the Billed Amount and the Allowed Amount and cannot be billed to the member.
** This amount represents the services that are paid under your Capitation arrangement and cannot be billed to the member.

Unison enrolls members through the Medicare, Medicaid or Medicaid-expansion programs and payment for the services our members receive is payment in full - balance billing, other than co-pays and deductibles, is prohibited. By accepting payment from Unison, the provider agrees to abide by the laws, regulations and agency policies that govern such programs, including the prohibitions on fraud, waste and abuse. You can report possible fraud, waste or abuse anonymously by calling 1-877-766-3844. If you have any questions, contact Unison at 1-800-600-9007. Medical records, if necessary, should be submitted to: Medical Records Coordinator, P.O. Box 1018, Monroeville PA 15146.

Confirmation of a member's eligibility is accurate as of the time of your call. It does not guarantee payment of your claim. Eligibility status may change at any time, including retroactive enrollment or termination.

*Recoupment
due to no auth
on file*

Unison Health Plan of South Carolina, Inc.
Remittance Advice

Payee Number: [REDACTED]

Check Number: 0
Check Amount: \$0.00
Check Date: 7/27/2007
RA Reference Id: 2007072710400210
Page Number: 1

Provider Number: [REDACTED]
Provider Name: [REDACTED]
Provider Address: [REDACTED]

Claim ID: 002415949900

Subscriber Number: [REDACTED]

Patient Account Number: [REDACTED]

Member Name: [REDACTED]

FROM	TO	BILL TYPE/ PROC POS CODE	CAP REV CODE	QTY	BILLED AMT	ALLOWED AMT	NOT COVERED AMT	CAP WRITE OFF **	COB ADJ	DISALLOW AMT *	NET PAID	EXP CODE
7/9/2007	7/9/2007	23 001700K	N	106	\$1,014.00	\$0.00	\$1,014.00	\$0.00	\$0.00	\$1,014.00	\$0.00	104
CLAIM TOTALS:					\$1,014.00	\$0.00	\$1,014.00	\$0.00	\$0.00	\$1,014.00	\$0.00	

Unison Health Plan of South Carolina, Inc.
Remittance Advice

Check Number: 0
Check Amount: \$0.00
Check Date: 7/27/2007
RA Reference Id: 2007072710400210
Payee Number: [REDACTED]

Check Number: 0
Check Amount: \$0.00
Check Date: 7/27/2007
RA Reference Id: 2007072710400210
Page Number: 2

EXPLANATION CODE LEGEND

EXPLANATION CODE	DESCRIPTION
104	Service requires Pre-authorization and/or timely notification
PLACE OF SERVICE LEGEND	
PLACE OF SERVICE CODE	DESCRIPTION
22	Outpatient Hospital

- * This amount represents the difference between the billed amount and the Allowed Amount and cannot be billed to the member.
** This amount represents the services that are paid under your Capitation arrangement and cannot be billed to the member.

Unison enrolls members through the Medicaid, Medicaid or Medicaid-expansion programs and payment for the services our members receive is payment in full - balance billing, other than co-pays and deductibles, is prohibited. By accepting payment from Unison, the provider agrees to abide by the laws, regulations and agency policies that govern such programs, including the prohibitions on fraud, waste and abuse. You can report possible fraud, waste or abuse anonymously by calling 1-877-766-3644. If you have any questions, contact Unison at 1-877-766-3644. Member's name: [REDACTED] should be submitted for Medicaid Remittance Advice. B.O. Box 11118, Knoxville TN 37946

Union Health Plan of South Carolina, Inc.
Remittance Advice

Check Number: 35895
Check Amount: \$154.42
Check Date: 7/20/2007
RA Reference Id: 200707201100346

Payee Number:

Page Number: 1

Provider Number:
Provider Name:
Provider Address:

Claim ID: 002395815700

Subscriber Number:

Patient Account Number:

Member Name:

FROM	TO	BILL TYPE/ PROC POS CODE	CAP IND	REV CODE	QTY	BILLED AMT	ALLOWED AMT	NOT COVERED AMT	CAP WRITE OFF **	COB ADJ	DISALLOW AMT *	NET PAID	EXP CODE
6/20/2007	6/20/2007	22 00170QK	N		70	\$780.00	\$0.00	\$780.00	\$0.00	\$0.00	\$780.00	\$0.00	104
CLAIM TOTALS:						\$780.00	\$0.00	\$780.00	\$0.00	\$0.00	\$780.00	\$0.00	

EXPLANATION CODE LEGEND

EXPLANATION CODE DESCRIPTION

104 Service requires Pre-authorization and/or timely notification

PLACE OF SERVICE LEGEND

PLACE OF SERVICE CODE DESCRIPTION

21 Inpatient Hospital
22 Outpatient Hospital

* This amount represents the difference between the Billed Amount and the Allowed Amount and cannot be billed to the member.

** This amount represents the services that are paid under your Capitation arrangement and cannot be billed to the member.

Union enrolls members through the Medicare, Medicaid or Medicaid-expansion programs and payment for the services our members receive is payment in full - balance billing, other than co-pays and deductibles, is prohibited. By accepting payment from Union, the provider agrees to abide by the laws, regulations and agency policies that govern such programs, including the prohibitions on fraud, waste and abuse. You can report possible fraud, waste or abuse anonymously by calling 1-877-766-3844. If you have any questions, contact Union at 1-800-800-9007. Medical records, if necessary, should be submitted to: Medical Records Coordinator, P.O. Box 1018, Monroeville PA 15146.

Unison Health Plan of South Carolina, Inc.
Remittance Advice

Check Number: 36183
Check Amount: \$94.54
Check Date: 7/27/2007
RA Reference Id: 2007072710700179
Page Number: 1

Payee Number:

Provider Number: [REDACTED]
Provider Name: [REDACTED]
Provider Address: [REDACTED]

Claim ID: 00241715200

Subscriber Number: [REDACTED]

Patient Account Number: [REDACTED]

Member Name: [REDACTED]

FROM	TO	BILL TYPE/ PROC POS CODE	CAP IND	REV CODE	QTY	BILLED AMT	ALLOWED AMT	NOT COVERED AMT	CAP WRITE OFF **	COB ADJ	DISALLOW AMT *	NET EXP PAID CODE
4/13/2007	4/13/2007	22 001700K	N		160	\$1,248.00	\$0.00	\$1,248.00	\$0.00	\$0.00	\$1,248.00	\$0.00 104

CLAIM TOTALS:

\$1,248.00 \$0.00 \$1,248.00 \$0.00 \$0.00 \$1,248.00 \$0.00

EXPLANATION CODE LEGEND

EXPLANATION CODE DESCRIPTION

104 Service requires Pre-authorization and/or timely notification

PLACE OF SERVICE LEGEND

PLACE OF SERVICE CODE DESCRIPTION

21 Inpatient Hospital
22 Outpatient Hospital

- * This amount represents the difference between the billed amount and the allowed amount and cannot be billed to the member.
** This amount represents the services that are paid under your Capitation arrangement and cannot be billed to the member.

Unison enrolls members through the Medicare, Medicaid or Medicaid expansion programs and payment for the services our members receive is payment in full - balance billing, other than co-pays and deductibles, is prohibited. By accepting payment from Unison, the provider agrees to abide by the laws, regulations and agency policies that govern such programs, including the prohibitions on fraud, waste and abuse. You can report possible fraud, waste or abuse anonymously by calling 1-877-766-3844. If you have any questions, contact Unison at 1-800-800-9007. Medical records, if necessary, should be submitted to: Medical Records Coordinator, P.O. Box 1018, Monroeville PA 15146.

Unison Health Plan of South Carolina, Inc.
Remittance Advice

Check Number: 0
Check Amount: \$0.00
Check Date: 7/27/2007
RA Reference Id: 2007072710400210
Page Number: 1

Provider Number: [REDACTED]
Provider Address: [REDACTED]

Claim ID: 002415850000

Subscriber Number: 002912335

Patent Account Number: [REDACTED]

Member Name: [REDACTED]

FROM	TO	BILL TYPE/ POS CODE	PROC CODE	CAP IND	REV CODE	QTY	BILLED AMT	ALLOWED AMT	NOT COVERED AMT	CAP WHITE OFF %	COB ADJ	DISALLOW AMT	NET PAID	EXP CODE
7/9/2007	7/9/2007	22	62273	N		1	\$510.00	\$0.00	\$510.00	\$0.00	\$0.00	\$510.00	\$0.00	104
CLAIM TOTALS:							\$510.00	\$0.00	\$510.00	\$0.00	\$0.00	\$510.00	\$0.00	

Unison Health Plan of South Carolina, Inc.
Remittance Advice

Check Number: 0
Check Amount: \$0.00
Check Date: 7/27/2007
RA Reference Id: 2007072710400210
Page Number: 2

EXPLANATION CODE LEGEND

EXPLANATION CODE	DESCRIPTION
104	Service requires Pre-authorization and/or timely notification

PLACE OF SERVICE LEGEND

PLACE OF SERVICE CODE	DESCRIPTION
22	Outpatient Hospital

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Unison Health Plan of South Carolina, Inc.
Remittance Advice

Check Number: 0
Check Amount: \$0.00
Check Date: 7/13/2007
RA Reference Id: 2007071310800418
Page Number: 1

Payee Number:

Provider Number:

Provider Address:

Claim ID: 00235813700

Subscriber Number:

Patient Account Number:

Member Name:

FROM	TO	BILL TYPE/ POS CODE	PROC CODE	CAP IND	REV CODE	QTY	BILLED AMT	ALLOWED AMT	NOT COVERED AMT	CAP WRITE OFF **	COB ADJ	DISALLOW AMT	NET PAID	EXP CODE
3/12/2007	3/12/2007	22	01830CK	N		80	\$702.00	\$0.00	\$702.00	\$0.00	\$0.00	\$702.00	\$0.00	104

CLAIM TOTALS:

\$702.00 \$0.00 \$702.00 \$0.00 \$0.00 \$0.00 \$702.00 \$0.00

SUMMARY OF NET PAYABLE:

\$0.00

OVERPAYMENT RECOVERY:

\$0.00

NET CHECK AMOUNT FOR # 0 IS:

\$0.00

Unison Health Plan of South Carolina, Inc.
Remittance Advice

Check Number: 0
Check Amount: \$0.00
Check Date: 7/13/2007
RA Reference Id: 2007071310800418
Page Number: 2

Payee Number:

Member Name:

EXPLANATION CODE LEGEND

EXPLANATION CODE DESCRIPTION

104

Service requires Pre-authorization and/or timely notification

PLACE OF SERVICE LEGEND

PLACE OF SERVICE CODE

DESCRIPTION

22

Outpatient Hospital


* This amount represents the difference between the Billed Amount and the Allowed Amount and cannot be billed to the member.
** This amount represents the services that are paid under your Capitation arrangement and cannot be billed to the member.

Unison enrolls members through the Medicare, Medicaid or Medicaid-eligible programs and payment for the services our members receive is payment in full - balance billing, other than co-payments and deductibles, is prohibited. By accepting payment from Unison, the provider agrees to abide by the laws, regulations and agency policies that govern such programs. Including the prohibitions on fraud, waste and abuse. You can report possible fraud, waste or abuse anonymously by calling 1-877-766-3144. If you have any questions, contact Unison at 1-800-800-9007. Medical records, if necessary, should be submitted to: Medical Records Coordinator, P.O. Box 1019, Monteville PA 15146.

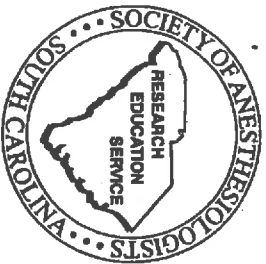
**DEPARTMENT OF HEALTH AND HUMAN SERVICES
OFFICE OF DIRECTOR**

ACTION REFERRAL

TO <i>Myers</i>	DATE <i>12-18-07</i>
--------------------	-------------------------

DIRECTOR'S USE ONLY		ACTION REQUESTED	
1. LOG NUMBER <i>000296</i>	<input type="checkbox"/> Prepare reply for the Director's signature DATE DUE _____ <input type="checkbox"/> Prepare reply for appropriate signature DATE DUE _____ <input type="checkbox"/> FOIA DATE DUE _____ <input checked="" type="checkbox"/> Necessary Action		
2. DATE SIGNED BY DIRECTOR <i>cc. Ms. ForKner, Deps</i>			
			

APPROVALS (Only when prepared for director's signature)	APPROVE	* DISAPPROVE (Note reason for disapproval and return to preparer.)	COMMENT
1.			
2.			
3.			
4.			



SOUTH CAROLINA SOCIETY OF ANESTHESIOLOGISTS

132 Westpark Blvd. • P.O. Box 11188 • Columbia, SC 29211
www.scanesthesia.com

President

Gary R. Haynes, M.D., Ph.D.
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Suite 525, Children's Hospital
Charleston, SC 29425
(843) 792-2322 Fax (843) 792-2726
E-mail: haynesg@muscc.edu

President-Elect

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Carolina Pain Specialists LLC
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West Columbia, SC 29169
(803) 739-6628 Fax (803) 739-5766
E-mail: paindrs@bellsouth.net

ASA District 27 Director
Christopher A. Yeakel, M.D.

Executive Committee

Jennifer Root, M.D.
Curtis C. Brown, M.D.
Richard L. Richter, M.D.
Gus Allinger, M.D.
John Davidson, M.D.
Jerry Davis, M.D.
Thomas "Bud" Duc, M.D.
John Johnson, M.D.
Richard M. Kennedy, III, M.D.
Steven Z. Lysak, M.D.
Robert R. Morgan, Jr., M.D.
Keith Stevens, M.D.
Kevin Walker, M.D.
Kelley Watson, M.D.

Association Office

Margarita M. Pate
Executive Director
(843) 697-3114
E-mail: mpasca@aol.com

RECEIVED

December 13, 2007

DEC 18 2007

Director Emma Forkner
SC Department of Health & Human Services
P.O. Box 8206
1801 Main Street
Columbia, S.C. 29202-8206

Department of Health & Human Services
OFFICE OF THE DIRECTOR

Dear Ms. Forkner:

Pursuant to our discussions regarding the Department's managed care program, attached please find the following documents:

1. Anesthesia Services Contract with Exhibits A-D
2. Redacted EOBs with errors in payments by existing Medicaid HMOs in South Carolina

Log: Myers
C: Et, Naps
"Nec Act"

The first is a proposed contract to be used by and between SCDHHS approved managed care companies and anesthesiology practices. The need for this contract, separate from the current managed care contract used with physician providers is the unique aspects of anesthesiology practices. Credentialing, time and base reimbursement, flat fee obstetrical anesthesia reimbursement, facility based, office based pain practices, etc. all impact specific definitions and procedures that are significantly different from other physician specialties.

The second are copies of EOBs as requested by your staff to evaluate the errors in payments from current managed care companies. The issue of pre-authorization is of particular concern, as we discussed earlier. This specific issue is addressed in the proposed Anesthesia Services Contract.

Thank you for allowing us to address these things with you and your staff, and to make recommendations on how to improve the process, which ultimately helps the Medicaid beneficiaries.

Sincerely,


Margarita M. Pate, M.P.H.
Executive Director, SCSA

Cc: Ms. Deirdra T. Singleton, JD
Ms. "BZ" Giese, RN
Ms. Beverly Hamilton
Ms. Christina Midcap

Gary Haynes, MD, PhD
Vince Degenhart, MD
Robert Morgan, Jr., MD
Mr. Michael Bowe

ANESTHESIA SERVICES CONTRACT

This Participating Physician Group Agreement (the "Agreement") is made and entered into by and between _____ (the "MCO") and _____ (the "Practice") and shall be limited to South Carolina Medicaid Managed Care plan products. The Agreement shall be effective on _____.

Recitals

Whereas, the MCO is a corporation authorized to do business in South Carolina and is licensed as a health maintenance organization in South Carolina.

Whereas, the MCO arranges for the provision of health care services to Enrollees in South Carolina's Medicaid Managed Care Organization Program.

Whereas, the Practice employs and contracts with physicians duly licensed by the applicable state licensing board(s).

Whereas, the MCO desires for Practice to provide professional health care services to Enrollees.

Whereas, the Practice is willing to deliver or arrange for delivery of such services on the terms specified herein.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, and other good and valuable consideration, the parties hereby agree as follows:

I. Definitions

1.1 Claim. A statement of services submitted to MCO by Practice following the provision of Covered Services to an Enrollee that shall include diagnosis or diagnoses and an itemization of services and procedures provided to Enrollee.

1.2 Coordination of Benefits. The determination of primary responsibility for payment of Covered Services when one or more payors may have liability for payment of health care services rendered to Enrollee.

1.3 Coinsurance. The percentage of the Total Compensation, per service or procedure that is the responsibility of Enrollee.

1.4 Copayment. A charge that may be collected directly by a Practice or Practice's designee from an Enrollee in accordance with the Plan.

1.5 Covered Services. Health care services and procedures provided to Enrollees under the terms of the contract between the South Carolina Department of Health and Human Services and the MCO.

1.6 Deductible. The portion of an Enrollee's benefits that must be paid by the Enrollee before any insurance coverage applies.

1.7 Emergency Condition. A medical condition manifesting itself by acute symptoms of sufficient severity (including severe pain), such that a prudent layperson, who possesses an average knowledge of health and medicine, could reasonably expect the absence of immediate medical attention, to result in (a) placing the patient's health in serious jeopardy; (b) serious impairment to bodily function; or (c) serious dysfunction of any bodily organ or part.

1.8 Enrollees. Any individual(s) who is eligible to participate in Medicaid and is enrolled in MCO's Medicaid managed care product pursuant to the terms of the contract between the South Carolina Department of Health and Human Services and the MCO.

1.9 Medically Necessary/Medical Necessity. Health care services or procedures that a prudent physician would provide to a patient for the purpose of preventing, diagnosing, or treating an illness, injury, disease or its symptoms in a manner that is (a) in accordance with generally accepted standards of medical practice; (b) clinically appropriate in terms of type, frequency, extent, site, and duration; and (c) not primarily for the economic benefit of the MCO or for the convenience of the patient, treating physician, or other health care provider.

1.10 Non-Covered Services. Health care services that are not Covered Services as defined herein.

1.11 Medicaid. The South Carolina Medical Assistance Program operated under Total XIX of the Federal Social Security Act.

1.12 Practice Physician. A doctor of medicine or osteopathy licensed to practice medicine, who practices as a shareholder, partner or employee of Practice or who practices as subcontractor of Practice who has been credentialed by the hospital where services are rendered and/or is a participating physician in the South Carolina Medicaid Program.

1.13 Quality Improvement. The process designed to monitor and evaluate the quality and appropriateness of care and to improve care.

II. Practice Services and Obligations

2.1 Covered Services. Practice shall provide or, through its Practice Physicians, arrange for the provision to Enrollees of Covered Services that are within the scope of the Practice Physician's license.

2.2 Standards. Covered Services provided by or arranged for by the Practice shall be delivered by professional personnel qualified by licensure, training, or experience to discharge their responsibilities in a manner that complies with generally accepted standards in the industry.

2.3 Nondiscrimination. Practice agrees that it, and each of its Practice Physicians, shall not differentiate or discriminate in its provision of Covered Services to Enrollees because of race, color, ethnic origin, national origin, religion, sex, marital status, sexual orientation, income, disability, or age. Further, Practice agrees that its Practice Physicians shall render Covered Services to Enrollees in the same manner, in accordance with the same standards, and within the same time availability as such services are offered to patients not associated with MCO consistent with medical ethics and applicable legal requirements for providing continuity of care.

2.4 Licensed/Good Standing. Practice represents that it, or each of its Practice Physicians, is and shall remain licensed or registered to practice medicine and, if applicable, the legal entity is registered and in good standing with the state in which it is chartered and each state in which it is doing business.

2.5 Verification of Enrollees/Eligibility. For anesthesia services excluding private office based chronic pain management services, MCO acknowledges, based upon the facility based nature of the Practice, that the Practice delegates eligibility verification to the facility. Practice (relative to private office chronic pain management services only) or facility shall use the mechanism, including identification card, MCO Web site, or telephone, chosen by MCO or its agent designated for such purpose, to confirm an Enrollee's eligibility prior to rendering any Covered Service. If MCO does not provide verification services on a twenty-four-hour-a-day, seven-day-per-week basis, Practice or facility shall be entitled to rely on the information printed on the Enrollee's identification card as conclusive evidence of such Enrollee's eligibility. In addition, MCO and Practice agree to the following:

2.5(a) MCO shall be bound by MCO's confirmation of eligibility and coverage for the requested services and procedures and shall not retroactively deny payment for Covered Services rendered to individuals the Plan has confirmed as eligible using MCO's designated verification mechanism.

2.5(b) If Practice or facility, after following MCO procedure to the extent reasonably possible, is unable to verify the eligibility of a patient who holds him or herself out to be an Enrollee, Practice shall render necessary care through its Practice Physician, and MCO shall pay for such care if the patient is an Enrollee.

2.6 Authority. Practice represents and warrants that it has full legal power and authority to bind its Practice Physicians to the provisions of this Agreement.

2.7 Administrative Procedures. Practice and each of its Practice Physicians will make best effort to comply with the policies and procedures established by MCO to the extent that the Practice has received notice consistent with the terms of this Agreement. At the effective date of the Agreement, the policies, rules, and procedures applicable to Practice are contained in those manuals and other writings attached hereto on Exhibit D and incorporated by this reference. Practice shall rely on these policies and procedures and Exhibits B and C of this Agreement as the sole material policies and procedures of MCO. The policies and procedures in Exhibit D also must be available on MCO's Web site, and they may not be altered without Practice's prior written consent.

2.8 Assistance in Grievance Procedure. Practice further agrees that it and its Practice Physicians will abide by Sections 4.1 and 4.5 of this Agreement and the South Carolina Medicaid Third Party Resolution Process.

2.9 Use of Names for Marketing. Practice and each of its Practice Physicians shall permit MCO to include the name, business address, and telephone number of it or its Practice Physicians in its list of participating providers distributed to Enrollees; provided, however, that such rights shall not extend to the listing of such Practice Physicians or Practice in any newspaper, radio, or television advertising without the prior written consent of Practice. Such material shall be factually accurate and in compliance with applicable law and ethical standards.

2.10 Noninterference with Medical Care. Nothing in this Agreement is intended to create (nor shall be construed or deemed to create) any right of MCO to intervene in any manner in the methods or means by which Practice and its Practice Physicians render health care services or procedures to Enrollees. Nothing herein shall be construed to require Practice or Practice Physicians to take any action inconsistent with professional judgment concerning the medical care and treatment to be rendered to Enrollees.

III. Compensation and Related Terms

3.1 Compensation. Practice or its designee shall accept from MCO as full payment for the provision of Covered Services, the total compensation identified in Exhibit B and pursuant to Exhibit C, attached hereto and made a part hereof by this reference.

3.2 Billing for Covered Services. Practice shall submit a Claim to MCO. If payment is required under the terms of Exhibits B and C, MCO shall pay Practice for Covered Services rendered to Enrollees in accordance with the terms of this Agreement. Practice shall arrange for all Claims for Covered Services to be submitted to MCO within twelve (12) months after the date services were rendered. Practice shall submit such Claims electronically or on a CMS-1500 billing form.

3.3 Coding for Bills Submitted. MCO hereby agrees that Claims submitted for services and procedures rendered by Practice shall be presumed to be coded correctly. MCO may rebut such presumption with evidence that a claim fails to satisfy the standards set forth on Exhibit C. MCO shall adhere to CPT codes, guidelines and conventions including the use and recognition of modifiers. MCO shall not automatically change CPT codes submitted by a Practice. Practice shall have the right to appeal any adverse decision regarding the payment of Claims based upon the CPT codes reported.

3.4 Copayments to be Collected from Enrollees. Where the Plan requires Enrollees to make Copayments at the time of service, Practice shall collect such Copayments accordingly. MCO shall educate Enrollees about their Copayment obligations. If Copayment is not remitted to Practice in a timely fashion, MCO agrees that Practice may discontinue seeing Enrollee, subject to its Practice Physician's ethical duties, and that such action will not constitute a violation of Section 2.3 by Practice.

3.5 Coinsurance and Deductibles to be Collected from Enrollees. Where the Plan requires Enrollees to pay Coinsurance and/or a Deductible, MCO shall educate Enrollees about these obligations. If Enrollee fails to remit in a timely fashion payment pursuant to Coinsurance or a Deductible, MCO agrees that the Practice may discontinue seeing the Enrollee subject to its Practice Physician's ethical duties, and that such action will not constitute a violation of Section 2.3 by Practice.

3.6 Coordination of Benefits. When Enrollees are covered, either fully or partially, for services provided by a Practice Physician under any contractual or legal entitlement other than this Agreement, including, but not limited to, a governmental, private group or indemnification program, Practice shall be entitled to keep any sums it recovers from such primary source consistent with applicable federal and state law. MCO will pay Practice pursuant to Exhibits B and C the compensation due to the Practice, less that which is obtained from any primary source provided the sum of such payments shall not exceed the total compensation due as set forth on Exhibits B and C.

3.6(a) If MCO is deemed "primary" in accordance with applicable industry coordination of benefits ("COB") standards, the MCO shall pay Practice in accordance with the terms of this Agreement with no delay, reduction, or offset.

3.6(b) If MCO is deemed "secondary" in accordance with applicable industry COB standards, MCO shall pay Practice the difference between what Practice received from the primary Payer and the amount MCO owes Practice as total compensation under the terms of this Agreement.

3.6(c) MCO shall be presumed to be the primary Payer and shall make payments in accordance with this Agreement, unless MCO can document to the satisfaction of the Practice that it is secondary under industry COB standards within fourteen (14) calendar days of receipt of a claim.

3.6(d) If MCO pays a claim to Practice in accordance with this Agreement, Practice agrees to cooperate with the reasonable efforts of MCO to determine whether it is the primary or secondary Payer under industry COB standards.

3.6(e) If it is subsequently determined that MCO should be considered secondary under industry COB standards, then Practice will cooperate with that Payer's reasonable efforts to seek reimbursement from the responsible primary payer, however, MCO is prohibited to recoupment of said payment 180 days after payment was made.

3.6(f) Practice shall not retain funds in excess of the total compensation pursuant to Exhibit B and C of this Agreement, unless applicable state law regarding COB requires or imposes a different requirement.

3.6(g) MCO shall not be relieved of its obligation to make full payment to Practice in the event the primary payer fails to pay Practice's properly submitted Claims within one-hundred eighty (180) days of submission.

3.7 Promptness of Payment. MCO shall remit to Practice the MCO Compensation within thirty (30) calendar days of receipt of Claim by Practice that contains sufficient detail pursuant to current Medicaid standards that MCO is able to reasonably determine the amount to be paid.

3.7(a) MCO shall acknowledge receipt of an electronic claim within twenty-four (24) hours of receiving that claim.

3.7(b) If additional information is needed by MCO to evaluate or validate any Claim for payment by Practice, MCO shall request any additional information in writing within five (5) business days of receipt of an electronic claim and ten (10) business days of receipt of a paper claim. Any undisputed portions of a Claim must be paid according to the time frame set forth in 3.10 while the remaining portion of the Claim is under review.

3.7(c) If MCO fails to make such payment in a timely fashion as specified herein, MCO shall pay Practice a penalty equal to eight (8%) percent of the contracted amount for those services.

3.7(d) All payments to Practice will be considered final and thus MCO cannot seek recoupments of payment unless adjustments are requested in writing by MCO within one-hundred-eighty (180) days after receipt by Practice of payment from MCO.

3.8 Sole Source of Payment. Where Enrollee is enrolled in the MCO Medicaid Managed Care Plan and is subject to state or federal legal requirements that prohibit a physician from billing patients for Covered Services in the event that the MCO fails to make such payment, Practice agrees to look solely to the MCO for payment of all Covered Services delivered during the term of the Agreement.

3.8(a) In such circumstances, Practice shall make no charges or claims against Enrollees for Covered Services except for Copayments, Co-insurance and deductibles as authorized in the Plan covering Enrollee.

3.8(b) In such circumstances, Practice expressly agrees that during the term of this Agreement it shall not charge, assess, or claim any fees for Covered Services rendered to Enrollees from such Enrollees under any circumstances, including, but not limited to, the event of MCO's bankruptcy, insolvency, or failure to pay the Practice.

3.8(c) Practice shall be permitted to collect payment not prohibited under state or federal law, including, but not limited to:

- i. Covered Services delivered to an individual who is not an Enrollee at the time services were provided
- ii. Services provided to an Enrollee that are non-Covered Services
- iii. Services provided to any Enrollee after this Agreement is terminated

3.9 Subrogation. In the event an Enrollee is injured by the act or omission of a third party, the right to pursue subrogation and the receipt of payments shall be as follows:

3.9(a) Practice shall permit MCO to pursue all its rights to recover reimbursement from third party Payers to the extent Payer is at risk for the cost of care.

3.9(b) MCO shall pay claims submitted by Practice in accordance with this Agreement, not withstanding MCO's pursuit of subrogation rights against potentially responsible third parties who caused an injury by their acts or omissions.

3.9(c) Practice shall abide by any final determination of legal responsibility for the Enrollee's injuries.

3.9(d) Upon receiving payment from the responsible party, Practice will refund the amount of payment to MCO up to the amount paid by the MCO for the services involved. Practice shall be entitled to keep any payments received from third parties in excess of the amount paid to it by MCO.

3.10 Prior Authorization. Time based anesthesia services and associated procedures, obstetric anesthesia, and post-operative pain management shall not require prior authorization and claims for these services shall not be denied for prior authorization.

3.11 Claims for Practice Physicians Pending Credentialing. If Practice Physician who is credentialed by Medicaid but credentialing by MCO is not completed, MCO shall reimburse Covered Services rendered by Practice Physician pursuant to Section 3.1-3.10 of this Agreement.

IV. MCO's Obligations

4.1 Adverse Medical Necessity or Coverage Decision. Practice or Practice Physician shall have a right to appeal any adverse medical necessity or coverage decision made by MCO. Such appeal shall be coordinated with any related appeal by the Enrollee filed at or prior to the time of the Practice appeal. The appeal procedure shall follow the South Carolina Medicaid Third Party Grievance Resolution Process and shall be subject to a due process review by the South Carolina Fair hearing system.

4.2 Administration. MCO shall promptly and diligently perform all necessary administrative, accounting, enrollment, and other functions including, but not limited to, eligibility determination, claims review and processing, payment of Covered Services, data collection and evaluation.

4.3 Enrollee Identification Card. The MCO shall issue an identification card within 14 days of the Enrollee's selection of the MCO. The identification card shall include, at minimum, the information required to present pursuant to SC Medicaid MCO Policy and Procedure Guide.

4.4 Member Services Availability. The MCO shall maintain a toll-free telephone number for Medicaid MCO program Enrollees' and Practice Physicians' inquiries. The toll free number shall be available 24 hours per day seven days a week.

4.5 Physician Grievances. MCO shall establish and maintain systems to process and resolve a grievance by a Practice Physician toward MCO. Such process shall be set forth in the procedures which are a part of Exhibit D and any MCO Notice amending such process. In connection with such grievances, to the extent that confidential patient information is discussed or made part of the record, or confidential patient records are submitted to MCO, MCO shall either abstract such information or shall remove the name of the patient so that none of the information or records would allow a third party to identify the patient involved. The internal procedure for resolving such grievance will be presumed concluded in the event that such grievance is not resolved to the parties' satisfaction within forty-five (45) days of the submission of such grievance and will allow either party to resort to the dispute remedies of Article VIII.

4.6 Benefit Information. MCO shall advise and counsel its Enrollees and Practice on the type, scope, and duration of benefits and services to which Enrollees are entitled pursuant to the applicable agreement between MCO and Enrollees.

4.7 Provider directories. MCO shall maintain a current provider directory available to enrollees on the MCO Web site and in hard copy. MCO shall include Practice on provider list for plans set forth in Exhibit A.

4.8 Provision of Financial Information. MCO shall provide to Medical Services Entity, no less frequently than once a year, a balance sheet and income statement (collectively, "Financial Statements") accurately depicting the financial condition of MCO. Such Financial Statements shall be prepared in accordance with generally accepted accounting principles and shall be provided on an audited basis to the extent available. Practice acknowledges the confidentiality of such Financial Statements and shall not: (a) use such Financial Statements for any purpose other than evaluating the financial condition of MCO; or (b) disclose the Financial Statements, or any non-public information contained therein, to any third party, other than Practice's attorneys or accountants, without the prior written consent of MCO. The obligations of Practice under the immediately preceding sentence shall survive termination of this Agreement.

4.9 Explanation of Benefits. MCO shall provide Practice with an explanation of benefits (EOB) at minimum indicating the charge, allowed amounts, ASA or CPT code, patient name, dates of service, identification number, denial codes, and Enrollee payment responsibility for all services rendered by Practice Physician to Enrollee covered by this Agreement.

V. Records and Confidentiality

5.1 Confidential Medical Records. All medical records of Enrollees shall be maintained as confidential in accordance with applicable state and federal laws. All medical records shall belong to Practice. The release, disclosure, removal, or transfer of such records shall be governed by state and federal law and by the Practice's established policies and procedures. The cost associated with copying medical records or any other records referred to in this Article V shall be paid by MCO. Any request by MCO for confidential medical records shall be limited to the minimum information necessary to accomplish the specific purpose for which MCO seeks the information. MCO shall counsel its employees, agents, and subcontractors on their obligations to ensure that such information remains confidential. However, if the Practice is facility based, the MCO acknowledges that provision and maintenance of Enrollee's medical records is the responsibility of the facility.

5.2 Access to Records. During normal business hours, each party shall have access to and the right to examine records of the other which relate to a Covered Service or payment provided for a Covered Service. However, any review of the medical record must be narrowly tailored to the specific purpose for which the MCO seeks the information and must be in compliance with applicable state and federal laws. Additionally, if the Practice is facility based, the MCO shall look to the facility for provision of the Enrollee's medical records.

5.3 Other Confidential Information. The parties agree that the sole items of information subject to confidentiality under this Agreement are: (i) medical information relating to individual Enrollees, so as to protect the patient's medical record as required by medical ethics and law; (ii) the precise schedule of compensation to be paid to Practice pursuant to Exhibit B; and (iii) such other information set forth in sections

5.3(a). Otherwise, all other information, including the general manner by which Practice is paid under this Agreement and the general terms and conditions of this Agreement, may be shared with non-parties in the reasonable and prudent judgment of the Parties to this Agreement or Practice Physicians.

5.3(b) Any financial or utilization information provided by Practice to MCO (including the Compensation schedule(s) set forth in Exhibits B and C) shall be maintained in strict confidence by MCO and may not be disclosed by MCO to any third party or used by Payer for any purpose, other than: (i) to satisfy mandatory governmental or regulatory reporting requirements; (ii) for premium setting purposes; (iii) for HEDIS reporting.

VI. Insurance

6.1 Practice Insurance. Practice shall require each Practice Physician to maintain, at all times, in limits and amounts standard in the community, a professional liability insurance policy and other insurance as shall be necessary to insure such Practice Physician against any claim for damages arising directly or indirectly in connection with the performance or non-performance of any services or procedures furnished to Enrollees by such Practice Physician. In the event that Practice discovers that such insurance coverage is not maintained, Practice shall immediately upon making such discovery ensure that such Practice Physician discontinues the delivery of Covered Services to Enrollees until such insurance is obtained. Evidence of such coverage shall be tendered to MCO by Practice upon MCO's request.

VII. Term and Termination

7.1 Term. This Agreement shall commence on the Effective Date and extend until terminated pursuant to this Article VII.

7.2 Negotiation of Renewal of Exhibits B and C. Not later than ninety (90) days prior to each anniversary of the Effective Date hereof, a Party wishing to revise Exhibits A, B or C or any of the schedules affixed thereto shall serve notice in writing of such intention to the other Party, along with the new terms proposed. Within sixty (60) days thereafter, the Parties shall agree to a new Exhibit A, B and/or Exhibit C. If the Parties are unable to come to such agreement, either Party may notify the other within ten (10) days following the deadline for such agreement that it intends to terminate the Agreement entirely or. In such an event, this Agreement shall be terminated 10 days after such notice.

7.3 Termination for Cause. If either Party shall fail to keep, observe, or perform any covenant, term, or provision of this Agreement applicable to such Party, the other Party shall give the defaulting party notice that specifies the nature of such default. If the defaulting Party shall have failed to cure such default within thirty (30) days after the giving of such notice, the non-defaulting Party may terminate this Agreement upon five (5) days notice. However, it shall be grounds for immediate termination if (i) MCO should lose its license to underwrite or administer Plans; or (ii) if any Practice Physician suffers a loss or suspension of medical license, a final unappealable loss of hospital medical staff privileges for reasons that would require reporting to the National Practitioner Data Bank pursuant to the requirements of the Health Care Quality Improvement Act of 1986, or a conviction of a felony, and upon notice to Practice, Practice fails to immediately terminate such Practice Physician from the provision of services and procedures to Enrollees.

7.4 Voluntary Termination. Either Party may terminate this Agreement with or without cause upon sixty(60) days written notice to the other Party specifying whether the termination relates to a specific Plan or to the Agreement generally. The terminating Party shall state the reason for such termination. In the event of a voluntary termination, neither party shall be foreclosed from participation in the dispute resolution procedures described in Article VIII.

7.5 Termination for Failure to Satisfy Financial Obligations. This Agreement may be terminated in its entirety by either party upon five (5) days written notice if either party, or in the case of termination by Practice, MCO is: (a) more than sixty (60) days behind its financial obligations to its creditors; (b) is declared insolvent; or (c) files in any court of competent jurisdiction: (i) a petition in bankruptcy; (ii) a petition for protection against creditors; or (iii) an assignment in favor of creditors or has such a petition filed against it that is not discharged within ninety (90) days.

7.6 Effect of Termination. This Agreement shall remain in full force and effect during the period between the date that notice of termination is given and the effective date of such termination. As of the date of termination of this Agreement, and except as provided by Section 10.14, this Agreement shall be of no further force and effect, and each of the Parties shall be discharged from all rights, duties, and obligations under this Agreement, except that MCO shall remain liable for Covered Services then being rendered by Practice Physicians to Enrollees by operation of law until the episode of illness then being treated is completed. Payment for such services and procedures shall be made pursuant to the fee schedule contained on Exhibit B and C.

VIII. Dispute Resolution

8.1 Binding Arbitration. Unless one Party has previously filed suit in a court of competent jurisdiction regarding the same subject matter, either Party may submit any dispute arising out of this Agreement to final and binding arbitration. Any such arbitration shall be held in the state where the services or procedures at issue in the dispute were or are to be performed. Arbitration shall be conducted pursuant to either the rules of the American Arbitration Association or the American Health Lawyers Association Alternative Dispute Resolution Project. The arbitrator shall be selected on the mutual agreement of both Parties and shall be an attorney and member of the National Academy of Arbitrators or the American Health Lawyers Association.

8.2 Arbitration Expenses. If Practice prevails in the arbitration, MCO shall be responsible for Practice's costs and expenses related to the arbitration, including attorneys' fees and Practice's share of the arbitrator's fees.

IX. Additional Provisions as Required by State Law

State law may require specific language to be included in a medical services or "provider" agreement. State-specific requirements should be inserted here.

[RESERVED]

X. Miscellaneous

10.1 Nature of Practice. In the performance of the work, duties, and obligations of Practice under this Agreement, it is mutually understood and agreed that Practice and each of its Practice Physicians are at all times acting and performing as independent contractors.

10.2 Additional Assurances. The provisions of this Agreement shall be self-operative and shall require no further agreement by the Parties except as may be specifically provided in this Agreement. However, at the request of either Party, the other Party shall execute such additional instruments and take such additional acts as may be reasonably requested in order to effectuate this Agreement.

10.3 Governing Law. This Agreement shall be governed by and construed in accordance with the applicable federal laws and regulations and the laws of the South Carolina.

10.4 Assignment. MCO may not assign this Agreement without Medical Services Entity's prior written consent, except that MCO may assign this Agreement to an entity related to MCO by ownership or control or to any successor organization without Practice's prior written consent. Practice may not assign this Agreement without MCO's prior written consent, except that Practice may assign this Agreement to an entity related to Practice by ownership or control or to any successor organization without MCO's prior written consent. Nothing in this provision shall be interpreted to permit renting or leasing of Medical Service Entity's services or fee schedule to entities that are not owned or controlled or a successor in interest of the MCO.

10.5 Waiver. No waiver by either Party of any breach or violation of any provision of this Agreement shall operate as, or be construed to be, a waiver of any subsequent breach of the same or any other provisions.

10.6 Force Majeure. Neither Party shall be liable for nor deemed to be in default for any delay or failure to perform under this Agreement deemed to result, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquake, flood, failure of transportation, strikes or other work interruptions by either Party's employees, or any other cause beyond the reasonable control of either party.

10.7 Time is of the Essence. Time is of the essence in this Agreement. The Parties shall perform their obligations within the time specified.

10.8 Notices. Any notice, demand, or communication required, permitted, or desired to be given shall be deemed effectively given when personally delivered or sent by fax with a copy sent by overnight courier, addressed as follows:

If to MCO:

If to Practice:

or to such other address, and to the attention of such other person or officer as either Party may designate in writing.

10.9 Severability. In the event any portion of this Agreement is found to be void, illegal, or unenforceable, the validity or enforceability of any other portion shall not be affected.

10.10 Third-Party Rights. This Agreement is entered into by and between the Parties and for their benefit. There is no intent by either Party to create or establish a third-party beneficiary status or rights in a third party to this Agreement, except for Enrollees or as such rights are expressly created and as set forth in this Agreement. Except for such parties, no such third party shall have any right to enforce or any right to enjoy any benefit created or established under this Agreement.

10.11 Entire Agreement. This Agreement supersedes any prior agreements, promises, negotiation, or representations, either oral or written, relating to the subject matter of this Agreement.

10.12 Notification of Legal Matters. If any action is instituted against either Party relating to this Agreement or any services provided hereunder, or in the event such Party becomes aware of facts or circumstances which indicate a reasonable possibility of litigation with any Payer utilizing Practice, any Enrollee, or any other third person or entity, relevant to the rights, obligations, responsibilities, or duties of the other Party under this Agreement, such Party shall provide timely notice to the other, and the other Party shall cooperate with the first Party in connection with the defense of any such action by furnishing such material or information as is in the possession and control of the other Party relevant to such action.

10.13 Amendment. This Agreement may not be modified without the express written approval of both parties.

10.14 Survival. Notwithstanding any provisions contained herein to the contrary, the obligations of the Parties under Articles III, IV, and VIII shall survive termination of this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in their names by the undersigned officers, the same being duly authorized to do so.

PRACTICE

By: _____

Title: _____

MCO

By: _____

Title: _____

Exhibit A
Covered Services

Services are deemed a Covered Service pursuant to the contract between the MCO and SCDHHS. MCO shall provide a list of Covered Services upon request by Practice.

Exhibit B
Fee Schedule

MCO shall reimburse Practice for all Covered Services at ____% of the Medicaid rate in effect at the date of service.

Exhibit C

Coding Standards and Requirements

1. REIMBURSEMENT.

1.1 Time Based Anesthesia Reimbursement Methodology. The following methodology will be used when calculating payment for time-based anesthesia Covered Services including general anesthesia, spinal block anesthesia, regional block anesthesia and monitored anesthesia care:

1.1.1 [(A + (B/15)) times C]

- “A” = number of base units for the Covered Services as defined by the ASA Guidebook
- “B” = units of time in one (1) minute increments
- “C” = conversion factor indicated in attached fee schedule of this Exhibit B and pursuant to Section

1.1.2 The following modifiers will be submitted for time based anesthesia procedures.

AA= Physician personally performed
AD= Supervision of more than 4 concurrent anesthesia procedures
OK = Supervision of 2-4 concurrent anesthesia procedures
QY = Supervision of one CRNA/AA by an anesthesiologist
QX = CRNA/AA supervised by an anesthesiologist
QZ=CRNA not supervised by an anesthesiologist
QS = Monitored anesthesia care

Anesthesia procedures involving both a MD and CRNA/AA will have reimbursement divided so that the anesthesiologist receives 60% and the CRNA receives 50% of the established reimbursement rate as defined in Exhibit B. CRNA services billed with QZ modifier shall be reimbursed at 90% of the anesthesiologist reimbursement rate as defined in Exhibits B and C.

If the complexity of a surgery or complications that develop during surgery require both the anesthesia nurse and the anesthesiologist to be involved completely and fully in a single anesthesia case, both providers may bill for their services. **The complexity of service or complications must be clearly documented in the patient's records and submitted with the claim.** The anesthesiologist must bill using the AA modifier. The nurse must bill using the QZ modifier. These claims must be filed hardcopy with documentation supporting the need for both professionals.

2. BILLING POLICIES

2.1 ASA codes will be submitted for time based anesthesia services.

2.2 MCO reimbursement policies must follow the South Carolina Medicaid Provider Manual, Physicians, Laboratories and Other Medical Professionals, updated November 2, 2007 (the "Manual"). MCO bundling provisions, claims adjudication systems or medical necessity policies shall not supersede the policies as prescribed in the Manual or as described in this Exhibit.

2.3 OB Anesthesia

2.3.1 Neuraxial labor analgesia for vaginal delivery currently indicated by ASA code 01967 is considered to be a non-timed procedure and shall be reimbursed pursuant to Exhibit B.

2.3.2 C-sections and hysterectomies following neuraxial labor analgesia currently indicated by ASA codes 01968 and 01969, respectively, shall be reimbursed employing the Time Based Anesthesia Reimbursement Methodology as described in Section 1 of this Exhibit in addition to the neuraxial labor analgesia procedure (01967) which shall be reimbursed at a flat rate pursuant to Section 2.3.1 of this Exhibit.

2.3.3 C-sections not following neuraxial labor analgesia currently indicated by CPT code 01961 shall be reimbursed as a time based procedure pursuant to Section 1 of this Exhibit.

2.4 If a discrepancy between Exhibit B or C and Exhibit D exists, the policy of Exhibit B or C shall prevail.

**** Individual Practices and MCO may wish to include additional reimbursement policies based upon the nature and scope of the Practice.**

Exhibit D
Credentialing Criteria and Process

First Choice Select Health
P.O. Box 40849
Charleston, SC 29423-0849

For further inquiries on this remittance advice
contact:
First Choice Select Health
Airport Business Center
200 Stevens Drive
Philadelphia, PA 19113

Payee ID: [REDACTED]
Tax ID: [REDACTED]
NPI #: [REDACTED]
Check No.: 0000268130
Check Ref. ID: 2007062510300999
Payment: 5,451.83
Date: 06/25/2007

NPI #:		Member ID:		Patient ID:							
Member Name:		Claim ID:		Date							
Date of Service	Proc/Rev DRG Code	Mod	Description	Qty	Charged Amount	Allowed Amount	OIC	Coins	COB	Amount Paid	Adj/ Den
11/08/06-11/08/06	01630	OK	Anesthesia for open or surg	120	1,014.00	109.90	0.00	0.00	0.00	109.90	PSU
11/08/06-11/08/06	64415	59	Injection, anesthetic agent	001	325.00	0.00	0.00	0.00	0.00	0.00	PSS X01

Provider Name		Member Name		Patient ID							
Date of Service	Proc/Rev DRG Code	Mod	Description	Qty	Charged Amount	Allowed Amount	OIC	Coins	COB	Amount Paid	Adj/ Den
06/13/07-06/13/07	01498	OK	Anesthesia for open or surg	130	1,014.00	109.90	0.00	0.00	0.00	109.90	PSU
06/13/07-06/13/07	64447	59	Injection, anesthetic agent	001	350.00	0.00	0.00	0.00	0.00	0.00	PSS X01
Claim Total					1,364.00	109.90	0.00	0.00	0.00	109.90	
					Prior Payment						

Provider ID:	NPI #:	Member Name:	Member ID:	Patient ID:							
Provider Name:			Claim ID:								
Date of Service	Proc/Rev DRG Code	Mod	Description	Qty	Charged Amount	Allowed Amount	OIC	Coins	COB	Amount Paid	Adj/ Den
05/24/07-05/24/07	01480	OK	Anesthesia for open procedu	090	702.00	76.09	0.00	0.00	0.00	76.09	PSU
05/24/07-05/24/07	64447	59	Injection, anesthetic agent	001	350.00	0.00	0.00	0.00	0.00	0.00	PSS X01
Claim Total					1,052.00	76.09	0.00	0.00	0.00	76.09	

Provider ID: [REDACTED]	NPI# [REDACTED]	Member ID: [REDACTED]	Patient ID: [REDACTED]								
Provider Name: [REDACTED]	Member Name: [REDACTED]	Claim ID: [REDACTED]									
Date of Service	Proc/Rev DRG Code	Mod	Description	Qty	Charged Amount	Allowed Amount	OIC	Coins	COB	Amount Paid	Adj/ Den
06/13/07-06/13/07	01480	OK	Anesthesia for open or surg	132	1,014.00	109.90	0.00	0.00	0.00	109.90	PSU
06/13/07-06/13/07	64447	59	Injection, anesthetic agent	001	350.00	0.00	0.00	0.00	0.00	0.00	PSS X01
Claim Total					1,364.00	109.90	0.00	0.00	0.00	109.90	
					Prior Payment				0.00		

First Choice Select Health
P.O. Box 40849
Charleston, SC 29423-0849

For further inquiries on this remittance advice

contact:

First Choice Select Health
Airport Business Center
200 Stevens Drive
Philadelphia, PA 19113

Payee ID: 601308
Tax ID: 570524997
NPI #:
Check No.: 0000268130
Check Ref. ID: 2007062510300999
Payment: 5,451.83
Date: 06/25/2007

Remittance Advice

ST Not Enrolled on Date of Service

X01 Authorization or Referral not Obtained

X39 Duplicate Claim Previously Paid at Correct Rate or Capitation

*** Failure to review the Medicaid card places the provider at risk of providing unauthorized services, or services to an ineligible individual, resulting in possible non-payment. The recipient is not responsible for any Medicaid covered services. You are entitled to appeal this denial. The appeal must be submitted in writing by you or your authorized representative within 180 days from original denial notification or date of service if not authorized. The appeal may identify additional information you would like to have considered. You will receive notification of the final determination within 30 calendar days following receipt of your request.

Appeal Address: PO Box 40849; Charleston, SC 29423

*** NPI Get it! Share it! Use it! Have you obtained your NPI number yet? Please visit the Provider Center on our website at www.selecthealthofsc.com for details on how to obtain, share and use your NPI. The National Provider Identifier (or NPI) is a HIPAA mandated unique standard identification number for providers. Providers must submit claims using the NPI beginning on May 23, 2007. Go to www.selecthealthofsc.com today for more information. Getting an NPI is free not having one can be costly!

Unison Health Plan of South Carolina, Inc.
Remittance Advice

Payee Number: [REDACTED]

Check Number: 0
Check Amount: \$0.00
Check Date: 9/7/2007
RA Reference Id: 2007090711400453
Page Number: 1

Provider Number: [REDACTED] Provider Name: [REDACTED]
Provider Address: [REDACTED]

Claim ID: 002220999802 Subscriber Number: [REDACTED] Patient Account Number: [REDACTED] Member Name: [REDACTED]

FROM	TO	BILL TYPE/ POS	PROC CODE	CAP IND	REV CODE	QTY	BILLED AMT	ALLOWED AMT	NOT COVERED AMT	CAP WRITE OFF **	COB ADJ	DISALLOW AMT *	NET PAID	EXP CODE
12/22/2006	12/22/2006	21	00851QK	N		52	\$780.00	\$0.00	\$780.00	\$0.00	\$0.00	\$780.00	\$0.00	108,833

CLAIM TOTALS:

\$780.00 \$0.00 \$780.00 \$0.00 \$0.00 \$780.00 \$0.00

THIS IS AN ADJUSTMENT OF CLAIM 002220999801 WHICH PREVIOUSLY PAID \$76.09 ON 6/1/2007.

Claim ID: 002448551400 Subscriber Number: [REDACTED] Patient Account Number: [REDACTED] Member Name: [REDACTED]

FROM	TO	BILL TYPE/ POS	PROC CODE	CAP IND	REV CODE	QTY	BILLED AMT	ALLOWED AMT	NOT COVERED AMT	CAP WRITE OFF **	COB ADJ	DISALLOW AMT *	NET PAID	EXP CODE
7/31/2007	7/31/2007	22	00952QK	N		65	\$702.00	\$67.63	\$0.00	\$0.00	\$0.00	\$634.37	\$67.63	

CLAIM TOTALS:

\$702.00 \$67.63 \$0.00 \$0.00 \$0.00 \$634.37 \$67.63

SUMMARY OF NET PAYABLE:

\$67.63

OVERPAYMENT RECOVERY:

\$67.63

NET CHECK AMOUNT FOR # 0 IS:

\$0.00

* See page 2

Unison Health Plan of South Carolina, Inc.
Remittance Advice

Payee Number: 000000174869

Check Number: 0
Check Amount: \$0.00
Check Date: 9/7/2007
RA Reference Id: 2007090711400453
Page Number: 2

THIS R/A GENERATED A NEGATIVE BALANCE OF \$8.46 FOR THIS PROVIDER THAT WILL BE RECOVERED ON FUTURE R/AS.

Summary of Overpayment Recoveries or Payment Reduction Summary.

Claim ID	Member No.	Patient Account No.	Member Last Name	Member First Name	Create Date	Date of Service	Original Amount	Previously Recovered	Current Recovered Amount	Amount Remaining
002220999801					9/7/2007	12/22/2006	\$76.09	\$0.00	\$67.63	\$8.46
							\$76.09	\$0.00	\$67.63	\$8.46

EXPLANATION CODE LEGEND

EXPLANATION CODE	DESCRIPTION
108	Adjustment due to claim recalculation
833	The surgical procedure billed was not authorized

PLACE OF SERVICE LEGEND

PLACE OF SERVICE CODE	DESCRIPTION
21	Inpatient Hospital
22	Outpatient Hospital

- * This amount represents the difference between the Billed Amount and the Allowed Amount and cannot be billed to the member.
** This amount represents the services that are paid under your Capitation arrangement and cannot be billed to the member.

Unison enrolls members through the Medicare, Medicaid or Medicaid-expansion programs and payment for the services our members receive is payment in full - balance billing, other than co-pays and deductibles, is prohibited. By accepting payment from Unison, the provider agrees to abide by the laws, regulations and agency policies that govern such programs, including the prohibitions on fraud, waste and abuse. You can report possible fraud, waste or abuse anonymously by calling 1-877-766-3844. If you have any questions, contact Unison at 1-800-600-9007. Medical records, if necessary, should be submitted to: Medical Records Coordinator, P.O. Box 1018, Monroeville PA 15146.

Confirmation of a member's eligibility is accurate as of the time of your call. It does not guarantee payment of your claim. Eligibility status may change at any time, including retroactive enrollment or termination.

*Recoupment
due to no auth
on file*

Union Health Plan of South Carolina, Inc.
Remittance Advice

Payee Number: [REDACTED]

Check Number: 0
Check Amount: \$0.00
Check Date: 7/27/2007
RA Reference Id: 2007072710400210
Page Number: 1

Provider Number: [REDACTED]
Provider Address: [REDACTED]

Claim ID: 002415849500

Subscriber Number: [REDACTED]

Payment Account Number: [REDACTED]

Member Name: [REDACTED]

FROM	TO	BILL TYPE/ PROC CODE	CAP INC CODE	REV QTY	BILLED AMT	ALLOWED AMT	NOT COVERED AMT	CAP WRITE OFF **	COB ADJ AMT *	DISALLOW	NET PAID	EXP CODE
7/9/2007	7/9/2007	22 001700K	N	106	\$1,014.00	\$0.00	\$1,014.00	\$0.00	\$0.00	\$1,014.00	\$0.00	104
CLAIM TOTALS:					\$1,014.00	\$0.00	\$1,014.00	\$0.00	\$0.00	\$1,014.00	\$0.00	

Union Health Plan of South Carolina, Inc.
Remittance Advice

Payee Number: [REDACTED]

Check Number: 0
Check Amount: \$0.00
Check Date: 7/27/2007
RA Reference Id: 2007072710400210
Page Number: 2

EXPLANATION CODE LEGEND

EXPLANATION CODE	DESCRIPTION
104	Service requires Pre-authorization and/or timely notification
PLACE OF SERVICE LEGEND	
PLACE OF SERVICE CODE	DESCRIPTION
22	Outpatient Hospital

* This amount represents the difference between the billed amount and the allowed amount and cannot be billed to the member.
** This amount represents the services that are paid under your Capitation arrangement and cannot be billed to the member.

Union enrolls members through the Mediscare, Medicaid or Medicare-eligible programs and payment for the services our members receive is paid - balance billing, other than co-pay and deductibles, is prohibited. By accepting payment from Union, the provider agrees to abide by the laws, regulations and agency policies that govern such programs, including the prohibitions on fraud, waste and abuse. You can report possible fraud, waste or abuse anonymously by calling 1-877-766-5844. If you have any questions, contact Union at 1-800-447-4477. Attached hereto is a summary of the Medicare and Medicaid Standard Payment Procedures. It is the policy of Union to comply with all applicable laws and regulations.

Unison Health Plan of South Carolina, Inc.
Remittance Advice

Payee Number: [REDACTED]

Check Number: 35895
Check Amount: \$154.42
Check Date: 7/20/2007
RA Reference Id: 2007072011100346
Page Number: 1

Provider Number: [REDACTED]
Provider Name: [REDACTED]
Provider Address: [REDACTED]

Claim ID: 002395815700
Subscriber Number: [REDACTED]
Patient Account Number: [REDACTED]
Member Name: [REDACTED]

FROM	TO	BILL TYPE/ POS	PROC CODE	CAP IND	REV CODE	QTY	BILLED AMT	ALLOWED AMT	NOT COVERED AMT	CAP WRITE OFF **	COB ADJ	DISALLOW AMT *	NET PAID	EXP CODE
6/20/2007	6/20/2007	22	001700K	N		70	\$780.00	\$0.00	\$780.00	\$0.00	\$0.00	\$780.00	\$0.00	104
CLAIM TOTALS:							\$780.00	\$0.00	\$780.00	\$0.00	\$0.00	\$780.00	\$0.00	

EXPLANATION CODE LEGEND

EXPLANATION CODE	DESCRIPTION
104	Service requires Pre-authorization and/or timely notification
PLACE OF SERVICE LEGEND	

PLACE OF SERVICE CODE	DESCRIPTION
21	Inpatient Hospital
22	Outpatient Hospital

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Unison Health Plan of South Carolina, Inc.
Remittance Advice

Check Number: 36183
Check Amount: \$84.54
Check Date: 7/27/2007
RA Reference Id: 2007072710700179

Page Number: 1

Payee Number:

Provider Number:
Provider Name:
Provider Address:

Claim ID: 002417715200

Subscriber Number:

Patient Account Number:

Member Name:

FROM	TO	BILL TYPE/ PROC POS CODE	CAP IND	REV CODE	QTY	BILLED AMT	ALLOWED AMT	NOT COVERED AMT	CAP WRITE OFF **	COB ADJ	DISALLOW AMT *	NET PAID	EXP CODE
4/13/2007	4/13/2007	22 001700K	N		160	\$1,248.00	\$0.00	\$1,248.00	\$0.00	\$0.00	\$1,248.00	\$0.00	104
CLAIM TOTALS:						\$1,248.00	\$0.00	\$1,248.00	\$0.00	\$0.00	\$1,248.00	\$0.00	

EXPLANATION CODE LEGEND

EXPLANATION CODE

DESCRIPTION

104

Service requires Pre-authorization and/or timely notification

PLACE OF SERVICE LEGEND

PLACE OF SERVICE CODE

DESCRIPTION

21 Inpatient Hospital
22 Outpatient Hospital

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Union Health Plan of South Carolina, Inc.
Remittance Advice

Check Number: 0
Check Amount: \$0.00
Check Date: 7/27/2007
RA Reference Id: 2007072710400210
Page Number: 1

Payee Number:

Provider Name:
Provider Address:

Claim ID: 002415850000

Subscriber Number: 000912336

Patent Account Number:

Member Name:

FROM	TO	BILL TYPE/ MOC POS CODE	CAP IND	REV CODE	QTY	BILLED AMT	ALLOWED AMT	NOT COVERED AMT	CAP WRITE OFF **	COM ADJ	DISALLOW AMT *	NET PAID	EXP CODE
7/9/2007	7/9/2007	22	62373	N	1	\$510.00	\$0.00	\$510.00	\$0.00	\$0.00	\$510.00	\$0.00	104
CLAIM TOTALS:						\$510.00	\$0.00	\$510.00	\$0.00	\$0.00	\$510.00	\$0.00	

Union Health Plan of South Carolina, Inc.
Remittance Advice

Check Number: 0
Check Amount: \$0.00
Check Date: 7/27/2007
RA Reference Id: 2007072710400210
Page Number: 2

EXPLANATION CODE LEGEND

EXPLANATION CODE DESCRIPTION

104 Service requires Pre-authorization and/or timely notification

PLACE OF SERVICE LEGEND

PLACE OF SERVICE CODE DESCRIPTION

22 Outpatient Hospital

- * The amount represents the difference between the Billed Amount and the Allowed Amount and cannot be billed to the member.
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Unison Health Plan of South Carolina, Inc.
Remittance Advice

Check Number: 0
Check Amount: \$0.00
Check Date: 7/13/2007
RA Reference Id: 2007071310800418
Page Number: 1

Payer Number:

Provider Name:
Provider Address:

Claim ID: 00235813700

Subscriber Number:

Patient Account Number:

Member Name:

BILL FROM	TO	TYPE/ PROC POS CODE	CAP IND	REV CODE	QTY	BILLED AMT	ALLOWED AMT	NOT COVERED AMT	CAP WRITE OFF	COS ADJ	DISALLOW AMT	NET PAID	EXP CODE
3/12/2007	3/12/2007	22	018300K	N	80	\$702.00	\$0.00	\$702.00	\$0.00	\$0.00	\$702.00	\$0.00	104

CLAIM TOTALS:

\$702.00 \$0.00 \$702.00 \$0.00 \$0.00 \$702.00 \$0.00

SUMMARY OF NET PAYABLE:

\$0.00

OVERPAYMENT RECOVERY:

\$0.00

NET CHECK AMOUNT FOR # 0 IS:

\$0.00

Unison Health Plan of South Carolina, Inc.
Remittance Advice

Payer Number:

Check Number: 0
Check Amount: \$0.00
Check Date: 7/13/2007
RA Reference Id: 2007071310800418
Page Number: 2

EXPLANATION CODE LEGEND

EXPLANATION CODE	DESCRIPTION
104	Service requires Pre-authorization and/or timely notification
PLACE OF SERVICE LEGEND	
PLACE OF SERVICE CODE	DESCRIPTION
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