

**For Notice Purposes Only:  
No Physician Signature Required**

**PARTICIPATING PRACTITIONER AGREEMENT  
YALE-NEW HAVEN MEDICAL STAFF IPA, INC. (“YNIPA”)**

**(H) AMENDMENT TO APPENDIX B AND ALL RIDERS THERETO**

**WHEREAS**, physician (“Practitioner”) has previously entered into a Participating Practitioner Agreement with YNIPA (the “Agreement”), such Agreement consisting of a basic agreement, as amended; Appendix A and its Riders, which cause the Agreement to apply to various specific managed care plans under contract with and through YNH-Physicians Corp. (“YPHO”); and Appendix B and its Riders, which set forth the compensation terms applicable to such various managed care plans; and

**WHEREAS**, the YNIPA and YPHO Boards have decided that, in order to assure continued operation within a balanced budget, it may be necessary from time to time to vary the percentage of compensation withheld from providers, and to apply YPHO’s financial reserves across different lines of risk contracts; and

**WHEREAS**, the YPHO Maximum Allowable Fee Schedule having heretofore been based upon the application of certain conversion factors to 1996 Medicare RBRVS, the YPHO and YNIPA Boards have decided to update such Fee Schedule to be based upon the application of certain new conversion factors to 1998 Medicare RBRVS; and

**WHEREAS**, in order to implement these changes, Appendix B and its Riders require amendment; and

**WHEREAS**, Practitioner, desiring to continue to provide medical services to members of such various managed care plans through Practitioner’s Agreement with YNIPA, is willing to enter into this Amendment to Appendix B and all its Riders;

**NOW, THEREFORE**, in consideration of the mutual promises exchanged herein, the parties agree as follows.

1. YPHO may, subject to the limits established by the YPHO Board, (a) alter the withhold amount under any or all of the managed care plans or products in which Practitioner participates upon sixty (60) days’ advance written notice to Practitioner; and (b) vary the percentages of compensation withheld and returned to Practitioner according to payor and/or line of managed care business (e.g., commercial, Medicare, Medicaid).

2. YNIPA hereby notifies Practitioner that, effective July 1, 1999, and until further notice: (a) with respect to YPHO's commercial managed care agreements with HealthChoice of Connecticut, Inc. ("HealthChoice"), and Oxford Health Plans (CT), Inc., the withhold for all physician services shall be fifteen (15%) percent; and (b) with respect to YPHO's Medicaid managed care agreement with HealthChoice, the withhold for all physician services other than primary care physician services shall be fifteen (15%) percent, and the withhold for primary care physician services (internal medicine and pediatrics), shall be zero (*i.e.*, no withhold).

3. Unless prohibited by the applicable agreement between a given payor and YPHO, and subject to the limits established by the YPHO Board, YPHO may apply reserves accumulated from the withholds under any given managed care plan or product to pay YPHO expenses incurred under any other managed care plan or product.

4. YNIPA hereby notifies Practitioner that, effective July 1, 1999, (a) the YPHO Maximum Allowable Commercial and Medicaid Fee Schedules shall be based upon 1998 Medicare RBRVS, including Connecticut GPCI, with the following conversion factors ("CF") and percentages:

	<u>COMMERCIAL</u>	<u>MEDICAID</u>
Clinical Laboratory (80000 – 87999)	100% of Medicare allowable	75% of Medicare allowable
Pathology (88000 – 89999)	\$60.00 CF	70% of Medicare allowable
Radiology (70010 – 79999)	\$53.00 CF	70% of Medicare allowable
Medicine (90000 – 99199)	\$54.50 CF	85% of Medicare allowable
Eval & Mgmt (99000 +)	\$50.75 CF	77% of Medicare allowable or 100% of Medicaid (whichever is higher)
Preventive Medicine (99381 – 7, 99391 – 7, 99401 – 29)	\$53.00 CF	61.5% of Medicare allowable
Surgery (10040 – 69999)	\$73.25 CF	80% of Medicare allowable

4. This Amendment shall take effect July 1, 1999, unless Practitioner objects in writing to this Amendment within sixty (60) days of the date hereof, in which case:

- (a) if Practitioner's objection is limited to the change in Fee Schedule applicable to Medicaid, (i) this Amendment shall not take effect with respect to the new Medicaid Fee Schedule; (ii) any monetary effects of the change in Medicaid Fee Schedule upon Practitioner in the interim shall be refunded; and (iii) Practitioner's participation in YPHO's Medicaid managed care plans and products shall automatically and without further notice terminate upon the expiration of such sixty (60) day period; and
  - (b) if Practitioner objects to a term or condition of this Amendment other than the change in Fee Schedule applicable to Medicaid, (i) this Amendment shall not take effect at all with respect to Practitioner; (ii) any monetary effects of the Amendment upon Practitioner in the interim shall be refunded; and (iii) the Agreement (that is, Practitioner's Participating Practitioner Agreement and all Appendices and Riders thereto) shall automatically and without further notice terminate upon the expiration of such sixty (60) day period.
6. In all other respects, the Agreement, including without limitation Appendices A and B and all Riders thereto to which Practitioner has previously subscribed and which remain active lines of YPHO business, shall remain in full force and effect.

Dated this 17th day of June, 1999.

YALE-NEW HAVEN MEDICAL STAFF IPA, INC.

BY: \_\_\_\_\_  
Leo M. Cooney, Jr., M.D.  
Its President