ADDENDUM FOR THE STATE OF TEXAS

The provisions in this Addendum are added to the Agreement to comply with legislative and regulatory requirements of the State of Texas regarding provider contracts with providers rendering health care services in the State of Texas. To the extent that Network Provider also renders health care services in any other state(s), the provisions of the applicable regulatory addendum as to such state(s) as set forth at the Zelis provider website at https://www.zelis.com/provider-solutions/provider-networks/state-federal-law-coordinating-provisions/ shall also be added to the Agreement to comply with such state(s)' legislative and regulatory requirements. To the extent that such laws and regulations are applicable and/or not otherwise preempted by federal law, including but not limited to ERISA, the provisions in the applicable Addendum shall apply and, to the extent of a conflict with a provision in the Agreement, shall control. For purposes of this Addendum, the term "Participant" shall mean an individual who is eligible under a plan insured and/or administered by a Payor, and the term "Covered Services" shall mean services that are covered under any such plan. References to Network Provider herein shall mean the provider listed on the signature page of the Agreement to which this Addendum relates.

1. To the extent applicable, Payors will comply with all applicable Texas statutes and rules pertaining to prompt payment of Clean Claims with respect to payment to Network Provider for Covered Services under the Agreement, including but not limited to, 28 Tex. Admin. Code § 21.2801 et seq. 28 Tex. Admin. Code §§ 3.3703(a)(11), 11.901(a)(8).

2. Claims submission processes are set forth in the Agreement, as amended from time to time. To the extent required by Texas law, Network Provider may submit a claim to Payor not later than the 95th day after the date Network Provider provides the medical care or health care services for which the claim is made. Tex. Ins. Code §§ 843.341, 1301.106.

3. Upon request by Network Provider during the initial provider contract negotiation, Zelis will include a provision in the base provider contract indicating that Payor will not refuse to process electronically submitted Clean Claim because the claim is submitted with or in a batch submission with a Clean Claim that is deficient. A "batch submission" is a group of electronic claims submitted for processing at the same time within HIPAA standard ASC X12N 837 Transaction Set and identified by a batch control number. 28 Tex. Admin. Code §§ 3.3703(a)(22), 11.901(c).

4. Upon request and to the extent required by Texas law, Network Provider will be provided with the information necessary to determine that Network Provider is being compensated in accordance with the Agreement. 28 Tex. Admin. Code §§ 3.3703(a)(20), 11.901(a)(11).

5. If Network Provider is compensated on a discounted fee basis, the Participant's financial obligation for deductibles or coinsurance shall be determined based upon the discounted fee arrangement with the applicable Payor and not upon the Network Provider's full billed charge. Tex. Ins. Code § 1301.060; 28 Tex. Admin. Code § 3.3703(a)(10).

6. Network Provider acknowledges and agrees that the Agreement does not contain any financial incentive or make any payment that acts directly or indirectly as an inducement to limit medically necessary services. This provision shall not prohibit the savings from cost effective utilization of health services by contracting providers from being shared with providers in the aggregate. Tex. Ins. Code §§ 843.314, 1301.068; 28 Tex. Admin. Code § 3.3703(a)(7).

7. To the extent Network Provider maintains an office location where Participants access services, Network Provider shall post a notice to Participants at the Network Provider's location on the process for resolving complaints with Payor. The notice must include the Texas Department of Insurance's toll-free telephone number for filing complaints. Tex. Ins. Code § 843.283; 28 Tex. Admin. Code § 11.901(a)(6).

Zelis shall not engage in any retaliatory action, including termination of or refusal to renew the Agreement, because Network Provider, on behalf of a Participant, reasonably filed a complaint against Zelis or has appealed a decision of Payor. Tex. Ins. Code §§ 843.281, 1301.066; 28 Tex. Admin. Code §§ 3.3705(b)(11), 11.901(a)(2).

9. A. Zelis will not as a condition of the Agreement or in any other manner prohibit, attempt to prohibit or discourage Network Provider from discussing with or communicating in good faith to a Participant who is a current, prospective or former patient or a party designated by such Participant, with respect to:

(a) information or opinions regarding the Participant's health care including the Participant's medical condition or treatment options;

(b) information or opinions regarding the provisions, terms, requirements, or services of the Participant's health benefit plan as they relate to the medical needs of the Participant;

(c) the fact that Network Provider's contract with Zelis has terminated or that Network Provider will otherwise no longer be providing care for Participants; or

(d) the fact that, if medically necessary Covered Services are not available through participating providers, Payors must, upon the request of Network Provider, and within time appropriate to the circumstances relating to the delivery of the services and the condition of the Participant, but in no event to exceed 5 business days after receipt of reasonably requested documentation, allow referral to a non-participating provider. Tex. Ins. Code §§ 843.363(a), 1301.067(a); 28 Tex. Admin. Code §§ 3.3703(a)(13), 11.903(a).

B. Zelis will not in any way penalize or terminate Network Provider or refuse to compensate Network Provider for Covered Services for communicating with a Participant who is a current, prospective or former patient, or a party designated by Participant, in any manner protected by this provision. Tex. Ins. Code §§ 843.363(b), 1301.067(b); Tex. Admin. Code §§ 3.3703(a)(13), 11.903(b).

10. A. If Zelis terminates the Agreement, Zelis shall give Network Provider not less than 90 days' prior written notice of the termination, except in the case of imminent harm to patient health, action against license to practice, or fraud, in which case termination may be immediate. Notwithstanding the foregoing, to the extent that the Agreement provides for a longer notification period with respect to termination of the Agreement by Zelis, such longer notification period will apply. Tex. Ins. Code §§ 843.306, 1301.057; 28 Tex. Admin. Code §§ 3.3706(d), 11.901(a)(5).

B. Notice and Hearing. If Zelis should choose to terminate the Agreement, Zelis will notify Network Provider of this decision in writing. The notice will include the reason(s) for the termination and a notice of Network Provider's right to request a hearing or review. On request and before the effective date of the termination, but within a period not to exceed 60 days, Network Provider shall be entitled to a review of the proposed termination by an advisory review panel. Tex. Ins. Code §§ 843.306, 1301.057.

When Zelis chooses to terminate Network Provider's participation with respect to commercial HMO plans, the advisory review panel shall be composed of physicians and providers appointed by Zelis, including at least one representative in Network Provider's specialty or a similar specialty, if available, who serve on a standing Quality Management committee or Utilization Management committee. Tex. Ins. Code § 843.306.

The decision of the advisory review panel must be considered but is not binding on Zelis. On request, a copy of the recommendation of the advisory review panel and Zelis's determination shall be

given to Network Provider. If Network Provider is unsatisfied with the determination, Network Provider may appeal the decision further pursuant to the Dispute Resolution procedures specified in the Agreement and onboarding material. Tex. Ins. Code §§ 843.306, 1301.057.

C. The requirements regarding notice and hearing set forth in subsection B. above do not apply in the case of imminent harm to patient health, action against license to practice, or fraud. Tex. Ins. Code §§ 843.306, 1301.057.

D. (1) In the event the Agreement is terminated by Network Provider, Zelis will provide assistance to Network Provider, and Network Provider shall give reasonable advance notice of such termination to those Participants whom Network Provider is currently treating and who are affected by the termination. Tex. Ins. Code §§ 843.309, 1301.160(b); 28 Tex. Admin. Code §§ 3.3703(a)(18), 3.3706(j)(2), 11.901(a)(11)(H).

(2) In the event the Agreement is terminated by Zelis, Participants whom Network Provider is currently treating and who are affected by the termination shall be provided with notice of the termination at least 30 days prior to the effective date of such termination; provided, however, that such Participants may be notified immediately if the Agreement is terminated for reasons related to imminent harm. Tex. Ins. Code §§ 843.308(b), 843.309, 1301.160(c); 28 Tex. Admin. Code §§ 3.3706(j)(3), 11.901(a)(4).

E. (1) If Network Provider is terminated for reasons other than medical competence or professional conduct, Network Provider shall continue to provide Covered Services for those Participants who retain eligibility and whom (i) Network Provider has identified to Zelis as having special circumstances (i.e. persons with a disability, acute condition, life-threatening illness, past the 24th week of pregnancy, or a condition such that Network Provider reasonably believes that discontinuing care could cause harm to the Participant); and (ii) Network Provider has requested to continue treatment. Network Provider shall be compensated for Covered Services provided pursuant to this provision in accordance with the compensation arrangements under the Agreement for a period of 9 months for those Participants diagnosed with a terminal illness at the time of termination of the Agreement, through delivery, immediate post-partum care and the follow-up checkup within the first 6 weeks of delivery for Participants past the 24th week of pregnancy at the time of termination, and for a period of 90 days following termination for all others. Tex. Ins. Code §§ 843.362, 1301.152 to 1301.154; 28 Tex. Admin. Code §§ 3.3703(a)(12), 11.901(a)(3).

(2) Network Provider shall not seek payment from the Participant with respect to services rendered pursuant to this provision of amounts for which the Participant would not be responsible if Network Provider were still a participating provider. Tex. Ins. Code §§ 843.362(c), 1301.153(c).

11. Nothing in the Agreement shall be construed to require Network Provider to indemnify Zelis for any tort liability resulting from acts or omissions of Zelis. Tex. Ins. Code §§ 843.310, 1301.065; 28 Tex. Admin. Code §§ 3.3703(a)(9), 11.901(a)(7).

12. To the extent that Zelis conducts uses or relies upon economic profiling to terminate the Agreement, Zelis shall make available to Network Provider on request the economic profile of Network Provider, including the written criteria by which Network Provider's performance was measured. An economic profile will be adjusted to recognize the characteristics of Network Provider's practice that may account for variations from expected costs. Tex. Ins. Code §§ 843.313, 1301.058; 28 Tex. Admin. Code § 3.3703(a)(14).

13. Any quality assessment (as that term is defined under Texas law) shall be conducted through a panel of not less than 3 physicians selected by Zelis from among a list of participating physicians, which list is to be

provided by participating physicians in the applicable service area. Tex. Ins. Code § 1301.059; 28 Tex. Admin. Code § 3.3703(a)(15).

14. To the extent provided under Texas law, Network Provider may obtain a waiver of any requirement for the use of information technology as established or required under Texas law. Tex. Ins. Code § 1213.003; 28 Tex. Admin. Code §§ 11.901(a)(13), 21.3701.

15. Network Provider shall look only to the applicable Payor and agrees to hold Participants harmless for compensation for all Covered Services provided to Participants during the term of this Agreement. Under no circumstances, including but not limited to, nonpayment by Payor, Payor insolvency, or breach of this Agreement, shall Network Provider bill, charge, collect a deposit from, or seek compensation, remuneration, or reimbursement from, or have any recourse against, Medicare, Medicaid, Participants or persons (other than Payor) acting on the Participant's behalf for Covered Services provided pursuant to this Agreement. This provision shall not prohibit collection of copayments, coinsurance, or deductibles in accordance with the terms of the applicable plan, nor does this provision affect the right of Network Provider to collect fees for services provided to Participants which do not constitute Covered Services. Network Provider further agrees that this section shall: (i) survive the termination of this Agreement regardless of the reason for termination; (ii) supersede any oral or written agreement now existing or hereafter entered into between Network Provider and a Participant or a person acting on the Participant's behalf; and (iii) be construed to be for the benefit of the Participant. Any modifications, additions, or deletions to this provision shall be effective no earlier than fifteen (15) days after the Texas Commissioner of Insurance has received written notice of such changes. Tex. Ins. Code § 843.361; 28 Tex. Admin. Code § 11.901(a)(1).

16. Unless the Agreement terminates for reasons of medical competence or professional behavior, termination shall not release Payor of its obligation to compensate Network Provider for the continued care and treatment of any Participant who is under Special Circumstances (as defined below). As used in this section, "Special Circumstances" shall mean a Participant who has a disability, an acute condition, a life-threatening illness, who is past the twenty-fourth (24th) week of pregnancy, or who has a condition that Network Provider reasonably believes could cause harm to the Participant if such care or treatment is discontinued. To be reimbursed for providing continued care and treatment under this section, Network Provider must identify the Participant's Special Circumstances to Zelis, request that the Participant be permitted to continue treatment under Network Provider's care, and agree not to seek payment from the Participant of any amounts for which the Participant would not be responsible if this Agreement were not terminated. Compensation to Network Provider shall be in accordance with the fee schedule in effect as of the termination date. Treatment of Special Circumstances as described herein shall be governed by the dictates of medical prudence and medical necessity. The requirements of this section shall not extend beyond ninety (90) days from the effective date of termination, or beyond nine (9) months in the case of a Participant who at the time of the termination has been diagnosed with a terminal illness, or for a pregnant Participant who at the time of termination is past the twenty-fourth (24th) week of pregnancy, beyond delivery of the child, immediate postpartum care, and the follow-up check-up within the first six (6) weeks after delivery. In addition to the foregoing, termination shall not release Network Provider or Payor from liability to the other with respect to services rendered to Participants, monies paid, or other actions through the date of termination, nor shall it relieve Network Provider of the obligation not to bill Participants for Covered Services. This section shall survive termination of the Agreement for any reason. Tex. Ins. Code §§ 843.362, 1301.152 to 1301.154; 28 Tex. Admin. Code §§ 3.3703(a)(12), 11.901(a)(3).

17. Network Provider shall retain in Network Provider's records updated information concerning a Participant's other health benefit plan coverage. Tex. Ins. Code §§ 843.349, 1301.134; 28 Tex. Admin. Code §§ 3.3703(a)(21), 11.901(b).

18. If Payor is a health maintenance organization, as defined by Tex. Ins. Code § 843.002, the following provisions shall be added to the Agreement to the extent required by applicable law:

A. Payor will not terminate the Agreement solely because Network Provider informs a Participant of the full range of physicians and providers available to the Participant, including out-of-network providers. Tex. Ins. Code § 843.306(f).

B. Payor will not, as a condition of the Agreement or in any other manner, prohibit, attempt to prohibit, or discourage Network Provider from discussing with or communicating in good faith to a Participant who is a current, prospective, or former patient or a person designated by such Participant, with respect to information regarding the availability of facilities, both in-network and out-of-network, for the treatment of the Participant's medical condition. Tex. Ins. Code § 843.363(a)(4).

19. If Payor is an insurer, as defined by Tex. Ins. Code § 1301.001, the following provisions shall be added to the Agreement to the extent required by applicable law:

A. Payor will not in any manner prohibit, attempt to prohibit, penalize, terminate, or otherwise restrict Network Provider from communicating with a Participant about the availability of out-of-network providers for the provision of the Participant's medical or health care services. Tex. Ins. Code § 1301.0058(a).

B. Payor will not terminate the Agreement or otherwise penalize Network Provider solely because Network Provider's patients who are Participants use out-of-network providers for medical or health care services. Tex. Ins. Code § 1301.0058(b).

C. Except in a case of a medical emergency as determined by Network Provider, before Network Provider may make an out-of-network referral for a Participant, if applicable, Network Provider must inform the Participant: (i) that the Participant may choose a preferred provider or an out-of-network provider; (ii) if the Participant chooses an out-of-network provider, the Participant may incur higher out-of-pocket expenses; and (iii) whether Network Provider has a financial interest in the out-of-network provider. Tex. Ins. Code § 1301.0058(c).