

## PROVIDER SERVICES AGREEMENT

**THIS PROVIDER SERVICES AGREEMENT (“Agreement”)**, effective as of September 1, 2025 (the “**Effective Date**”), is made and entered into by and between MCC Health, PBC, contracting on behalf of the health benefit plan sponsor(s) identified on Attachment C (each a “**Plan Sponsor**”) and Pediatric Associates of Dallas and its affiliated providers and facilities as listed on Attachment A (individually and collectively referred to herein as “**Provider**”).

**WHEREAS**, each Plan Sponsor identified on Attachment C is contracting individually with Provider through its agent MCC Health, PBC, and this Agreement shall be interpreted as a separate agreement for each Plan Sponsor;

**WHEREAS**, Plan Sponsor sponsors a self-funded health benefit plan regulated by ERISA, as defined below (“**Plan**”), for its employees and their dependents who are eligible for and enrolled in the Plan (“**Participants**”);

**WHEREAS**, Provider consists of one or more licensed health care providers; and

**WHEREAS**, each party wishes to enter into this Agreement to facilitate the delivery of Covered Services (as defined below) by Provider to Participants.

**NOW THEREFORE**, in consideration of the terms and conditions set forth herein, the parties agree as follows:

### SECTION 1. DEFINITIONS

- 1.1 Clean Claim means an industry-standard claim form that has been completed without any defect, error, or other impropriety or circumstance that may prevent timely processing.
- 1.2 Covered Services means those health care items and services for which the Plan is financially responsible, as further described in Attachment A. An item or service is only a Covered Service if it is medically necessary, as defined by the Plan.
- 1.3 ERISA means the Employee Retirement Income Security Act of 1974, as amended.

### SECTION 2. DUTIES OF PROVIDER

- 2.1 Provider Services. Provider shall furnish Covered Services to Participants pursuant to the terms and conditions set forth in this Agreement, including Attachment A. Provider shall verify the eligibility of Participant(s) prior to furnishing Covered Services, in accordance with Section 3.1. Provider shall bind its employees, health care providers, directors, officers, representatives, contractors, and agents (“**Personnel**”) to the applicable requirements of this Agreement. Provider retains full authority to control its business operations, locations, equipment, Personnel, and scope of services, provided that it also satisfies its obligations under this Agreement.

- 2.2 Standards. Provider shall furnish Covered Services in accordance with applicable law, ethical guidelines, and standards of care. Provider shall not differentiate or discriminate in the treatment of any Participant because of (i) the person's status as a Participant; or (ii) any protected classification, including but not limited to race, national origin, sex, gender, sexual orientation, and disability. For the benefit of Participants, Provider shall make commercially reasonable efforts to refer Participants to other in-network providers of Plan. Provider shall ensure coverage for Participants on a 24/7 basis in a manner that is appropriate to Provider's specialty. Provider shall participate in any quality improvement, case management, or similar programs offered by Plan Sponsor for the benefit of Participants.
- 2.3 Credentialing. Provider and its Personnel shall maintain all necessary licenses, accreditations, certifications and/or training required by law and the Plan in order to furnish Covered Services. Provider shall (i) provide Plan Sponsor or its designee with evidence of such qualifications prior to the Effective Date and upon request; and (ii) immediately notify Plan Sponsor of any change to such information or the occurrence of any event identified in Section 5.2(b) as to Provider, any Personnel, or a practice location. Personnel who are subject to credentialing must have their credentials verified by Provider prior to furnishing Covered Services under this Agreement.
- 2.4 Participating Locations and Providers. Provider shall render Covered Services to Participants at the service locations and through the individual health care providers, if applicable, listed on Attachment A. Provider shall notify Plan Sponsor or its designee promptly of any changes in its providers, services, and/or service locations.
- 2.5 Records. Provider shall maintain medical records and documents relating to Participants as required by applicable law and for the period of time required by law. Medical records of Provider and any other records containing individually identifiable information relating to Participants shall be regarded as confidential, and Provider and Plan Sponsor shall comply with applicable federal and state law regarding such records. Subject to Section 6.2, Provider shall provide Plan Sponsor and government agencies with access to and/or copies of any records related to Participants or this Agreement at no additional charge as reasonably necessary or as required by law.
- 2.6 Data. The parties shall cooperate in exchanging such data as may be necessary to fulfill the purposes of this Agreement, subject to Section 6.2.

### **SECTION 3. DUTIES OF PLAN SPONSOR**

- 3.1 Participant Identification; Benefits. Plan Sponsor or its designee shall provide a readily-accessible means for verification of Participants' eligibility and benefits.
- 3.2 Cost Share. For Covered Services rendered by Provider under this Agreement, Plan Sponsor shall either (i) ensure that the Plan does not require any cost share amounts from Participants; or (ii) collect any such cost share amounts directly from Participant.
- 3.3 Relationship to Plan. MCC Health, PBC shall bind each Plan Sponsor and its Plans to comply with all applicable provisions of this Agreement. Provider acknowledges and

agrees that each Plan Sponsor is singularly responsible for its own compliance under this Agreement, and there is no joint and several liability among Plan Sponsors by virtue of this Agreement.

- 3.4 Addition of Plan Sponsors. MCC Health, PBC shall provide thirty (30) days' prior written notice to Provider of the proposed addition of a Plan Sponsor to Attachment C. If Provider does not object to the addition within such notice period, the Plan Sponsor will be deemed included in Attachment C as of the date specified in the notice. MCC Health, PBC may remove Plan Sponsor(s) from the Agreement upon notice to Provider.
- 3.5 Policies and Procedures. Plan Sponsor reserves the right to adopt and amend policies and procedures for administration of the Plan and this Agreement. Plan Sponsor shall make any such policies and procedures available to Provider, and, to the extent such policies and procedures are not in conflict with this Agreement, Provider agrees to comply with the same. Notwithstanding the foregoing, any policies, procedures or rules which materially increase the administrative procedures which Provider must follow or otherwise impose an additional material administrative burden on Provider shall require the prior written agreement of Provider. In the event of a conflict between this Agreement and the Plan Sponsor's policies and procedures, this Agreement shall prevail.
- 3.6 Plan Document. Plan Sponsor retains sole responsibility for ensuring that (i) its Plan(s) and its operations comply with ERISA and any other applicable law; and (ii) its Plan document(s) are consistent with the requirements of this Agreement, such that the terms and conditions of this Agreement may be given full force and effect without violating the Plan document(s). Plan Sponsor is also solely responsible for ensuring that its designee(s), including but not limited to any third party administrator, comply with the terms of this Agreement.

#### **SECTION 4. PAYMENTS**

- 4.1 Payments. Provider agrees to accept the applicable rate set forth in Attachment B as payment in full for Covered Services furnished to Participant. Provider shall submit claims to Plan Sponsor's third party administrator, as directed by Plan Sponsor, or as otherwise set forth in Attachment B. Provider shall use the claim and coding guidelines published by the Centers for Medicare & Medicaid Services ("CMS"). Without limiting the generality of the foregoing, Provider shall make best efforts to follow the then-current coding guidelines published by CMS's National Correct Coding Initiative. Provider shall submit claims within one hundred eighty (180) days of the date of service, the date of discharge, or the date of adjudication by the primary payor, as applicable. Provider shall make best efforts to submit claims electronically. Provider shall not seek reimbursement from Participant(s) for Covered Services, except as may be described in Attachment B. Plan Sponsor shall pay, or arrange for payment of, any undisputed amounts to Provider within thirty (30) calendar days of receipt of a Clean Claim. MCC Health, PBC is not responsible for any payment to Provider.
- 4.2 Non-Covered Services. Provider may bill Participant for any item or service that is not considered a Covered Service by the Plan, provided that (i) Provider has informed

Participant in advance that the specified item or service is not a Covered Service; and (ii) Participant has agreed in writing to receive, and be financially responsible for, that particular item or service prior to it being provided.

- 4.3 Coordination of Benefits. Provider shall follow coordination of benefits rules as directed by Plan Sponsor.
- 4.4 Overpayments. Plan Sponsor will not engage in routine prepayment utilization management activities for Covered Services rendered by Provider under this Agreement. Nevertheless, in the event Plan Sponsor reasonably determines that it has made payment for item(s) and/or service(s) that are not Covered Services, or that were provided to a patient who was not a Participant on the date of service, or where there is a finding of fraud, waste or abuse by Provider, in Plan Sponsor's sole discretion, (i) Plan Sponsor may recoup such payment upon notice to Provider; and/or (ii) Provider shall refund such overpayment within thirty (30) days of demand from Plan Sponsor. Disagreements about such overpayments shall be subject to the dispute resolution procedures set forth in Section 6.8.

## SECTION 5. TERM AND TERMINATION

- 5.1 Term. This Agreement shall commence as of the Effective Date and shall remain in full force and effect until the end of the then-current calendar year, unless earlier terminated as provided in Section 5.2. Thereafter, the Agreement shall automatically renew for additional one (1) year terms, unless either party provides notice of non-renewal at least ninety (90) days prior to the end of the then-current contract year.
- 5.2 Termination.
- a. Either party may terminate this Agreement for cause due to a material breach by the other party by giving thirty (30) days' prior written notice. The notice of termination for cause shall not be effective if the breaching party cures the breach to the reasonable satisfaction of the non-breaching party within such notice period.
  - b. MCC Health, PBC may terminate this Agreement, or remove Personnel or practice locations from Attachment A, immediately by written notice in the event Provider, any Personnel, or a practice location, as applicable, (i) fails to maintain licensure or accreditation; (ii) fails to maintain insurance as required by this Agreement; (iii) is convicted of a crime; (iv) is excluded from a federal health care program; (v) is found liable for malpractice; (vi) is insolvent; (vii) engages in fraud, waste or abuse; (viii) acts, or fails to act, in a manner that places Plan, Plan Sponsor or a Participant at material risk.
  - c. MCC Health, PBC (or any Plan Sponsor as to its Plan(s) only) may terminate this Agreement without cause upon ninety (90) days' prior written notice to Provider.
  - d. Any obligation arising prior to the date of termination, and any provision that by its nature is intended to survive, shall survive termination. Further, this Agreement shall continue to apply to Covered Services (i) for up to ninety (90) days following termination to the extent necessary to allow Participants to transition to other health

care providers; (ii) until the date of discharge, for any Participant with inpatient status as of the date of termination; or (iii) the period of time specified by continuity of care requirements under applicable law.

- e. Each Plan Sponsor may exercise these termination rights individually as to its participation in the Agreement. MCC Health, PBC may also exercise these termination rights as party to the Agreement.

## **SECTION 6. GENERAL PROVISIONS**

- 6.1 Disclaimer. MCC Health, PBC is not responsible to any individual or entity for any damages arising from Plan Sponsor or Provider's acts or omissions hereunder. Provider shall defend and hold harmless MCC Health, PBC from any damages arising from Provider's acts or omissions related to this Agreement.
- 6.2 HIPAA, Confidentiality, Non-Disclosure.
  - a. MCC Health, PBC, Provider and Plan Sponsors shall comply with all applicable laws and regulations regarding maintenance and disclosure of Participants' medical records and other individually identifiable health information. In particular, the parties shall comply with the applicable provisions of the Health Insurance Portability and Accountability Act of 1996, the Health Information Technology for Economic and Clinical Health Act, and the applicable rules and regulations promulgated thereunder, all as amended from time to time (collectively, "HIPAA").
  - b. Each party shall keep strictly confidential any and all proprietary information of the other party that may be given or disclosed, or that may be learned directly or indirectly, pursuant to this Agreement. In addition, neither party shall use such confidential information for its own benefit (other than to implement this Agreement) or disclose such confidential information to any other person or entity (except those professional advisors who are bound to confidentiality) without the express prior written consent of the other party or as required by law. Notwithstanding the foregoing, this Agreement and its attachments shall not be considered confidential information hereunder.
  - c. This Section 6.2 shall survive the termination of this Agreement.
- 6.3 Patient Choice/Discussion of Treatment Options. The parties acknowledge and agree that nothing in this Agreement shall be construed to (i) interfere with a Participant's freedom of choice to receive medical services from Provider or any other health care provider; or (ii) prohibit, impede, or interfere in discussions between Participants and health care providers regarding medical treatment options.
- 6.4 Professional Judgment. Neither MCC Health, PBC nor Plan Sponsor shall exercise control or direction over the manner or method by which Provider renders Covered Services under this Agreement and shall not interfere with the professional medical judgment of any health care provider. Accordingly, Provider shall indemnify and hold harmless Plan Sponsor and

its agents for any and all damages arising from the acts or omissions of Provider or its Personnel under this Section 6.4. Provider shall notify Plan Sponsor or its designee immediately upon receipt of a grievance or complaint from a Participant.

- 6.5 Independent Contractors. Each party acts as an independent contractor to the other party. Neither party has express or implied authority to assume or create any obligation on behalf of the other. Neither party's employees, agents, or representatives have any right to the employee benefits offered by the other party solely by virtue of this Agreement.
- 6.6 Insurance. Provider represents and warrants that it has and shall maintain professional, general liability, and other applicable industry standard insurance coverage against claims arising out of Provider's or its Personnel's acts or omissions hereunder, at minimum amounts of no less than \$200,000 per occurrence and \$600,000 in the annual aggregate. Provider represents and warrants that it has and shall maintain cyber security insurance coverage at a minimum amount of \$1,000,000 in the annual aggregate.
- 6.7 Audits. MCC Health, PBC and Plan Sponsor have the right to conduct reasonable audits, including a review of the coding applied to a Participant's medical record. Such audits shall be conducted by individuals certified in the field of health information management and/or coding. Audits may not be conducted on a pre-payment basis.
- 6.8 Dispute Resolution. In the event that a dispute arises between the parties regarding the performance or interpretation of this Agreement, the parties agree that they shall first meet and attempt in good faith to resolve the dispute prior to the initiation of any other legal action. Such informal dispute resolution process may include mediation, upon the mutual agreement of the parties. If such efforts fail to produce a mutually acceptable resolution of the dispute, either party may initiate binding arbitration in Dallas County, Texas, in accordance with the rules of the American Health Law Association. Further, each Plan Sponsor may participate in dispute resolution individually if no other Plan Sponsor is affected by the dispute.
- 6.9 Modification for Change in Law. To the extent that any law, rule, regulation or standard of any authority having jurisdiction over a party to this Agreement or the subject matter of this Agreement (including an applicable accrediting agency) shall raise question as to the legality, enforceability, or appropriateness of this Agreement or any provision hereof, the parties agree to negotiate promptly regarding any modification needed to bring this Agreement into compliance with such applicable law, rule, regulation or standard. Should the parties be unable to agree upon such modification within a period of thirty (30) days from the date either party gave notice of the issue to the other party, or within such shorter period of time necessary to avoid illegality, this Agreement may be terminated by either party upon notice to the other party.
- 6.10 Entirety and Modification. This Agreement, together with the exhibits which are hereby incorporated by reference, constitutes the entire agreement between the parties with respect to the subject matter hereof, and as of the Effective Date, shall supersede any previous agreements or understandings, written or oral, between the parties. If Plan Sponsor has access to Provider's services under another agreement, e.g., a wrap network participation

agreement, this Agreement shall prevail. Except as otherwise set forth herein, all modifications of the Agreement shall be in writing and signed by both parties.

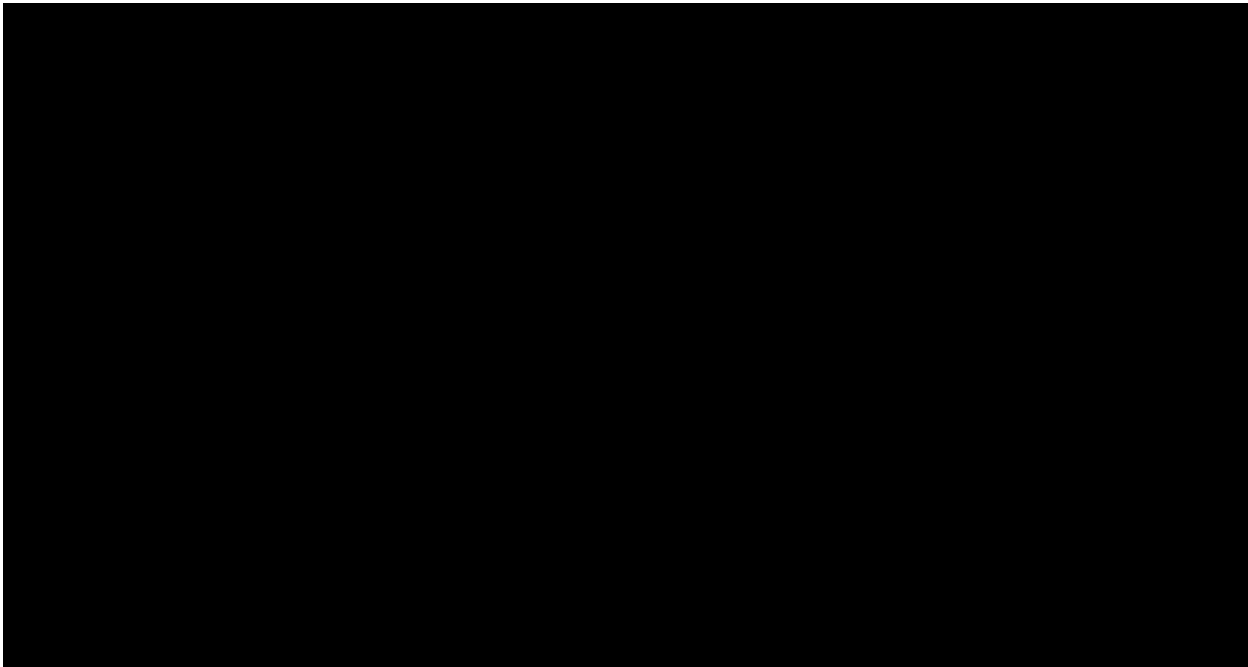
- 6.11 Governing Law. This Agreement shall be interpreted and governed by the laws of the State of Texas, without regard to any conflicts of law principles, and without regard to any construction in favor of either party by reason of the drafting of this Agreement.
- 6.12 Assignment; Subcontracting. Except as otherwise permitted herein, neither party shall have the right to assign, delegate, or otherwise transfer any or all of its rights and/or obligations under this Agreement to any third party without the prior written consent of the other party, which consent shall not be unreasonably withheld; provided that MCC Health, PBC may assign to an affiliate or successor-in-interest. Further, each Plan Sponsor may assign its participation under this Agreement to any affiliate or successor-in-interest. Provider may not subcontract with third parties to furnish Covered Services under this Agreement, unless otherwise authorized in writing by Plan Sponsor or its designee.
- 6.13 Compliance with Laws. Each party will conduct itself in full compliance with applicable federal, state and local law. This Agreement has been negotiated in an arms-length transaction and (i) does not require or guarantee any minimum level of Covered Services to be provided hereunder; and (ii) does not take into account any referrals or other business that may exist between the parties.
- 6.14 Use of Name and Other Information. Provider agrees that Plan Sponsor may include information about Provider on a publicly available website and in literature distributed to existing or potential Participants.
- 6.15 Notices. Any notice required under this Agreement must be in writing and either hand delivered or sent by United States mail postage prepaid or overnight courier to the applicable party at the address listed on the signature page. Either party may change its address for notices by giving written notice of the change to the other party in the same manner. Notwithstanding the foregoing, Plan Sponsor or its designee may send routine communications regarding this Agreement and/or the Plan to Provider via electronic means.
- 6.16 Waiver of Breach; Severability. If either party waives a breach of any provision of this Agreement, it shall not operate as a waiver of any subsequent breach. If any portion of this Agreement is deemed unenforceable for any reason, it shall not affect the enforceability of any remaining portions.
- 6.17 Multiple Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original for all purposes and all of which shall be deemed, collectively, one Agreement for each Plan Sponsor.

[SIGNATURE PAGE FOLLOWS]

**IN WITNESS WHEREOF**, the parties hereto have duly executed this Agreement as set forth below.

**MCC HEALTH, PBC,**  
contracting on behalf of the Plan Sponsor(s)  
identified on Attachment C

**PROVIDER:**  \_\_\_\_\_



**ATTACHMENT A**

**Covered Services and Participating Locations**

The parties anticipate that Provider will furnish the following type(s) of Covered Services under this Agreement: General Pediatrics

The parties anticipate that Provider will furnish Covered Services at the following locations:

- 7859 Walnut Hill Lane #200 Dallas, TX 75230
- 7110 Preston Road, Suite 400 Plano, TX 75024
- For newborn care, at local hospitals

If applicable, Provider will furnish a roster of its individual health care providers prior to execution of this Agreement and at any time upon Plan Sponsor's request.

**ATTACHMENT B**  
**Reimbursement Rates**

Plan Sponsor shall pay Provider for Covered Services at the lesser of billed charges or the applicable rate listed in the fee schedule below. For Covered Services reimbursed under the Medicare Physician Fee Schedule, the Dallas Locality, Non-Facility Price shall apply. Notwithstanding the foregoing, Plan Sponsor shall not pay any supplemental or add-on payments that Medicare may otherwise pay to Provider under Medicare programs, including but not limited to any quality or value-based program payments, graduate medical education payments and/or bad debt reconciliations. Plan Sponsor or its designee shall have the right to determine the reimbursement rate for any item or service that is not listed in the fee schedule below. The parties agree to negotiate a fixed rate for such unlisted services that occur more than two (2) times in a calendar year.

The parties acknowledge and agree that Provider shall not collect any coinsurance or other payment from any Participant for Covered Services furnished under this Agreement, except as otherwise directed by Plan Sponsor.

<b><u>Category</u></b>	<b><u>CPT Code</u></b>	<b><u>Description</u></b>	<b>135%</b>	<b>APP Discount</b>
PKU	S3620	Newborn metabolic screening	\$ 75.00	
Newborn Care	99462	SBSQ NB EM PER DAY HOSP	\$ 62.66	
Newborn Care	99460	INIT NB EM PER DAY HOSP	\$ 142.16	
Preventive	99404	PREV MED CNSL INDIV APPRX 60	\$ 170.59	
Preventive	99403	PREV MED CNSL INDIV APPRX 45	\$ 133.21	
Preventive	99402	PREV MED CNSL INDIV APPRX 30	\$ 97.41	
Preventive	99401	PREV MED CNSL INDIV APPRX 15	\$ 58.97	
Preventive	99395	PREV VISIT EST AGE 18-39	\$ 177.96	
Preventive	99394	PREV VISIT EST AGE 12-17	\$ 173.75	
Preventive	99393	PREV VISIT EST AGE 5-11	\$ 157.96	
Preventive	99392	PREV VISIT EST AGE 1-4	\$ 158.48	
Preventive	99391	PER PM REEVAL EST PAT INFANT	\$ 149.00	
Preventive	99385	PREV VISIT NEW AGE 18-39	\$ 197.45	
Preventive	99384	PREV VISIT NEW AGE 12-17	\$ 203.77	
Preventive	99383	PREV VISIT NEW AGE 5-11	\$ 180.07	
Preventive	99382	INIT PM E/M NEW PAT 1-4 YRS	\$ 172.69	
Preventive	99381	INIT PM E/M NEW PAT INFANT	\$ 164.80	
Newborn Care	99233	SBSQ HOSP IP/OBS HIGH 50	\$ 154.79	
Newborn Care	99232	SBSQ HOSP IP/OBS MODERATE 35	\$ 107.41	

Newborn Care	99231	SBSQ HOSP IP/OBS SF/LOW 25	\$	58.45	
Newborn Care	99223	1ST HOSP IP/OBS HIGH 75	\$	300.64	
Newborn Care	99222	1ST HOSP IP/OBS MODERATE 55	\$	204.81	
Newborn Care	99221	1ST HOSP IP/OBS SF/LOW 40	\$	151.64	
E&M	99215	OFFICE O/P EST HI 40 MIN	\$	238.07	\$ 202.80
E&M	99214	OFFICE O/P EST MOD 30 MIN	\$	169.65	\$ 144.52
E&M	99213	OFFICE O/P EST LOW 20 MIN	\$	120.58	\$ 102.72
E&M	99212	OFFICE O/P EST SF 10 MIN	\$	74.59	\$ 63.54
E&M	99205	OFFICE O/P NEW HI 60 MIN	\$	291.98	\$ 248.72
E&M	99204	OFFICE O/P NEW MOD 45 MIN	\$	221.16	\$ 188.39
E&M	99203	OFFICE O/P NEW LOW 30 MIN	\$	147.56	\$ 125.70
E&M	99202	OFFICE O/P NEW SF 15 MIN	\$	94.74	\$ 80.71
Other	99188	APP TOPICAL FLUORIDE VARNISH	\$	17.56	
Vision Screen	99177	OCULAR INSTRUMNT SCREEN BIL	\$	6.53	
Vision Screen	99174	OCULAR INSTRUMNT SCREEN BIL	\$	8.02	
Vision Screen	99173	VISUAL ACUITY SCREEN	\$	4.21	
	99051	In Office Evening, WE, Holiday Hours.	\$	30.00	
Preventive	96161	CAREGIVER HEALTH RISK ASSMT	\$	4.05	
Preventive	96160	PT-FOCUSED HLTH RISK ASSMT	\$	4.05	
Neuro Testing	96137	PSYCL/NRPSYC TST PHY/QHP EA	\$	61.23	
Neuro Testing	96136	PSYCL/NRPSYC TST PHY/QHP 1ST	\$	66.74	
Neuro Testing	96133	NRPSYC TST EVAL PHYS/QHP EA	\$	142.52	
Neuro Testing	96132	NRPSYC TST EVAL PHYS/QHP 1ST	\$	189.69	
Behavioral Assessment	96127	BRIEF EMOTIONAL/BEHAV ASSMT	\$	7.02	
Neuro Testing	96121	NUBHVL XM PHY/QHP EA ADDL HR	\$	119.93	
Neuro Testing	96116	NUBHVL XM PHYS/QHP 1ST HR	\$	138.51	
Developmental Screen	96110	DEVELOPMENTAL SCREEN W/SCORE	\$	14.50	
Developmental Screen	96110	DEVELOPMENTAL SCREEN W/SCORE	\$	14.50	
Hearing Screen	92567	TYMPANOMETRY	\$	22.58	

Hearing Screen	92552	PURE TONE AUDIOMETRY AIR	\$	52.72	
Hearing Screen	92551	PURE TONE HEARING TEST AIR	\$	16.56	
Vaccine Administration	90474	IMMUNE ADMIN ORAL/NASAL ADDL	\$	18.06	
Vaccine Administration	90473	IMMUNE ADMIN ORAL/NASAL	\$	21.96	
Vaccine Administration	90472	IMMUNIZATION ADMIN EACH ADD	\$	19.32	
Vaccine Administration	90471	IMMUNIZATION ADMIN	\$	27.24	
Vaccine Administration	90461	IM ADMIN EACH ADDL COMPONENT	\$	18.06	
Vaccine Administration	90460	IM ADMIN 1ST/ONLY COMPONENT	\$	30.27	
Labs	88720	BILIRUBIN TOTAL TRANSCUT	\$	4.05	
	87880	Strep	\$	30.00	
Labs	87811	SARS-COV-2 COVID19 W/OPTIC	\$	30.00	
Labs	87807	RSV ASSAY W/OPTIC	\$	7.00	
Labs	87804	INFLUENZA ASSAY W/OPTIC	\$	14.00	
Labs	87430	STREP A AG IA	\$	9.00	
Labs	87428	COVID + FLU Antigen testing	\$	44.00	
Labs	87426	SARSCOV CORONAVIRUS AG IA	\$	33.75	
Labs	86308	HETEROPHILE ANTIBODY SCREEN	\$	3.07	
PKU	84030	ASSAY OF BLOOD PKU	\$	29.70	
Billirubin venipuncture	82248	BILIRUBIN DIRECT	\$	2.68	
Billirubin venipuncture	82247	BILIRUBIN TOTAL	\$	2.68	
Medicine	69210	REMOVE IMPACTED EAR WAX UNI	\$	63.03	
Medicine	69209	REMOVE IMPACTED EAR WAX UNI	\$	20.61	
Other	54450	PREPUTIAL STRETCHING	\$	91.69	
Medicine	12020	TX SUPFC WND DEHSN SMPL CLSR	\$	392.90	
	J1100	DEXAMETHASONE	\$	5.00	

Vaccines				105% CDC	
Vaccines	90715	Adacel		\$ 51.66	
Vaccines	90700	Daptacel		\$ 31.91	
Vaccines	90633	Vaqta		\$ 40.79	
Vaccines	90744	Recombivax		\$ 29.30	
Vaccines	90651	Guardasil		\$ 322.99	
Vaccines	90610	Menquadfi		\$ 180.57	
Vaccines	90707	MMR-II		\$ 99.96	
Vaccines	90710	ProQuad		\$ 292.07	
Vaccines	90716	Varivax		\$ 192.15	
Vaccines	90713	IPOL		\$ 46.97	
Vaccines	90698	Pentacel		\$ 126.07	
Vaccines	90677	Prevnar20		\$ 288.33	
Vaccines	90648	ActHib		\$ 14.07	
Vaccines	90732	Pneumovax		\$ 122.94	
Vaccines	86580	Tubersol		\$ 15.00	
Vaccines	90621	Trumemba		\$ 217.69	
Vaccines	90680	Rotateq		\$ 103.76	
Vaccines	90657	Fluzone		AS Billed	
Vaccines	90658	Fluzone		AS Billed	
Vaccines	90380	Beyfortis		\$ 583.94	
Vaccines	90381	Beyfortis		\$ 583.94	
Vaccines	91319	Covid 5-12		\$ 85.00	
Vaccines	91318	Covid 0-5		\$ 65.00	

**ATTACHMENT C**

**Plans / Plan Sponsors**

- Radical Ventures, LLC (DBA Mark Cuban Companies)
- Mark Cuban Cost Plus Drug Company, PBC (DBA Cost Plus Drugs)

# AMENDMENT TO PROVIDER SERVICES AGREEMENT

## AMENDMENT NO. 1

This Amendment No. 1 ("**Amendment**") to the Provider Services Agreement dated September 1, 2025 ("**Original Agreement**") is made and entered into as of March 1, 2026 ("**Amendment Effective Date**"), by and between MCC Health, PBC, contracting on behalf of the health benefit plan sponsor(s) identified on Attachment C to the Original Agreement (each a "**Plan Sponsor**") and Pediatric Associates of Dallas ("**Provider**").

**WHEREAS**, the parties entered into the Original Agreement effective September 1, 2025;

**WHEREAS**, the parties desire to modify certain terms and conditions of the Original Agreement as set forth herein;

**NOW THEREFORE**, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

### SECTION 1. CHANGE TO ATTACHMENT B (REIMBURSEMENT RATES)

On Attachment B (Reimbursement Rates) to the Original Agreement, as amended, the following sentences shall be added to the first paragraph after the first sentence:

“If a Covered Service does not have a rate listed below, it shall be paid at 135% of the then-current Medicare fee schedule applicable to the Covered Service. If a Covered Service does not have a price on a Medicare fee schedule, but does have an RVU value on a Medicare data file, such RVU value shall be used to calculate a reimbursement rate to be paid to Provider.”

In Attachment B (Reimbursement Rates), the entries for following procedures are deleted in their entirety and replaced with the following entries:

Category	CPT Code	Description	Rate	Reference price and multiplier
PKU	S3620	Newborn metabolic screening	\$94.81	Texas HHS x1.0
Vaccines	90715	Adacel	\$51.66	CDC Private Sector Cost per Dose x1.05
Vaccines	90700	Daptacel	\$31.91	CDC Private Sector Cost per Dose x1.05
Vaccines	90633	Vaqta	\$41.99	CDC Private Sector Cost per Dose x1.05
Vaccines	90744	Recombivax	\$30.73	CDC Private Sector Cost per Dose x1.05
Vaccines	90651	Gardasil 9	\$345.54	CDC Private Sector Cost per Dose x1.05
Vaccines	90610	Menquadfi	\$180.57	CDC Private Sector Cost per Dose x1.05
Vaccines	90707	MMR-II	\$102.89	CDC Private Sector Cost per Dose x1.05

Vaccines	90710	ProQuad	\$303.63	CDC Private Sector Cost per Dose x1.05
Vaccines	90716	Varivax	\$201.73	CDC Private Sector Cost per Dose x1.05
Vaccines	90713	IPOL	\$46.97	CDC Private Sector Cost per Dose x1.05
Vaccines	90698	Pentacel	\$126.06	CDC Private Sector Cost per Dose x1.05
Vaccines	90677	Prevnar 20	\$288.33	CDC Private Sector Cost per Dose x1.05
Vaccines	90648	ActHib	\$14.08	CDC Private Sector Cost per Dose x1.05
Vaccines	90732	Pneumovax	\$122.93	CDC Private Sector Cost per Dose x1.05
Labs	86580	Tubersol	\$ 14.76	Medicare x 1.35
Vaccines	90621	Trumemba	\$217.69	CDC Private Sector Cost per Dose x1.05
Vaccines	90680	Rotateq	\$107.88	CDC Private Sector Cost per Dose x1.05
Vaccines	90657	Fluzone	\$21.92	CDC Private Sector Cost per Dose x1.05
Vaccines	90658	Fluzone	\$21.92	CDC Private Sector Cost per Dose x1.05
Vaccines	90380	Beyfortus	\$583.94	CDC Private Sector Cost per Dose x1.05
Vaccines	90381	Beyfortus	\$583.94	CDC Private Sector Cost per Dose x1.05
Vaccines	91319	Covid 5-12	\$ 94.80	CMS Vaccine Pricing x1.0
Vaccines	91318	Covid 0-5	\$ 65.55	CMS Vaccine Pricing x1.0

Additionally, the following new entries are added to the table:

	J0165 (per 0.1mg)	Epinephrine	0.61
Labs	87634	RSV test	94.77
Labs	87651	Strep A DNA/RNA Test	47.37
Vaccines	90656	Fluarix TIV Preservative Free	22.00

All references to Attachment B in the Original Agreement shall be deemed to refer to the amended Attachment B as set forth in this Amendment.

## **SECTION 2. NO OTHER CHANGES**

Except as specifically set forth in Section 1 above, all other terms, conditions, and provisions of the Original Agreement as amended remain unchanged and in full force and effect.

**IN WITNESS WHEREOF**, the parties have executed this Amendment as set forth below.

**MCC HEALTH, PBC,**  
contracting on behalf of the Plan Sponsor(s)  
identified on Attachment C

**NETWORK,**  
Contracting on behalf of itself and the  
Providers identified on Attachment A

Signature:

Signature:

