



DEPARTMENT OF HEALTH & HUMAN SERVICES  
Health Care Financing Administration

Center for Medicaid and State Operations  
7500 Security Boulevard  
Baltimore, MD 21244-1850

SHO #01-002

July 5, 2001

Dear State Health Official:

The purpose of this letter is to transmit a copy of an amendment to the Current Procedural Terminology (CPT) License Agreement between the Centers for Medicare and Medicaid Services (CMS), formerly the Health Care Financing Administration and the American Medical Association (AMA). This amendment (attachment A) specifies requirements for the use of CPT codes on the Internet websites and other electronic media (disks, CD-ROM, tapes). It is intended to cover CMS's Medicare contractors, Medicaid State Agencies, the State Children's Health Insurance Program (SCHIP) in your State, if distinct from the Medicaid State Agency, and fiscal agents for the Medicaid and/or SCHIP program, if appropriate.

HCFA made every effort to solicit input from the States, through the Medicaid Systems Technical Advisory Group, so it would meet all States' needs. Because this amendment represents many months of negotiation with the AMA, we hope all States will be able to use it. You do, however, have the option to negotiate a separate agreement with the AMA if you wish to begin, or continue, posting or including schedules and other material containing CPT codes on your State and fiscal agent websites or electronic media.

If you agree to the terms of this amendment, please make copies of the attached Inclusion Election Form (Attachment B) and have them signed by the Medicaid State Agency Director, the SCHIP Director in your State, if distinct from the Medicaid State Agency Director, and/or a responsible party of the fiscal agent for the Medicaid and/or SCHIP program. Return the signed document to Gerald Zelinger, MD, Mail Stop S2-26-12, 7500 Security Blvd., Baltimore, MD. 21244-1850 within six weeks of receipt of this letter. If we have not heard from you by that time, we will assume you have chosen to negotiate a separate agreement with the AMA.

If you have any questions about the amendment, please contact Pat Hufford, at 410-786-3393, or via e-mail at [phufford@hcfa.gov](mailto:phufford@hcfa.gov).

Sincerely,

/s/

Penny R. Thompson

Acting Director

Attachments

Page 2 – State Health Official

cc:

CMS Regional Administrators

CMS Associate Regional Administrators  
for Medicaid and State Operations

Mark Ragan  
Administration for Children and Families

Lee Partridge  
Director, Health Policy Unit  
American Public Human Services Association

Joy Wilson  
Director, Health Committee  
National Conference of State Legislatures

Matt Salo  
Director of Health Legislation  
National Governors' Association

Brent Ewig  
Senior Director, Access Policy  
Association of State and Territorial Officials

## **Amendment**

This Amendment is made by and between the American Medical Association (AMA) and Health Care Financing Administration (HCFA) to the Agreement between the parties, dated February 1, 1983, as previously amended (Agreement).

### **Recitals**

HCFA, its agents, and other entities participating in programs administered by HCFA have been authorized in the Agreement to include Physicians' Current Procedural Terminology (CPT), a coding work of medical nomenclature, as contained in HCFA Common Procedure Coding System (HCPCS) in their print publications in connection with HCFA programs, and

HCFA has required certain of its agents and other entities participating in programs administered by HCFA (Entities) to publish CPT as contained in HCPCS on their Internet Web sites and in other electronic media in connection with HCFA programs (Note: this definition of Entities does not extend to organizations with contracts under Section 1852 of the Social Security Act, Medicaid managed care organizations as defined in Section 1903 (m)(1)(A), Medicaid prepaid health plans as defined in regulation at 42 C.F.R. § 434.2, State Child Health Insurance Program [SCHIP] managed care organizations, and similar organizations functioning as insurers and/or providers), and

AMA wishes for the widespread distribution of CPT in a low cost and efficient manner for HCFA and its Entities to administer HCFA programs,

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

1. License. This license shall be effective upon the date of execution by the last party that executes this Amendment (Effective Date) and will serve as a non-exclusive, irrevocable, royalty-free license to HCFA allowing HCFA to authorize Entities, as mandated by HCFA requirements, to include CPT codes as contained in HCPCS, descriptions, notes, and guidelines in certain materials on Internet Web sites and in Electronic Media, as defined herein, in accordance with the terms herein.
2. Definitions and Disclosures.
  - A. Definitions.
    - (i) The following materials shall be referred to collectively as "Publications," whether displayed on an Internet Web site or included in Electronic Media, as defined herein.
      - a) Local Medical Review Policies (LMRPs)
      - b) Bulletins/Newsletters
      - c) Program Memoranda and Billing Instructions
      - d) Coverage and Coding Policies

- e) Program Integrity Bulletins and Information
  - f) Educational Training Materials, including Computer Based Training Modules
  - g) Special mailings containing information that would otherwise be included in the aforementioned publications, but due to time constraints require expedited handling
  - h) Fee Schedules, including Ambulatory Surgical Center Payment Group  
(subject to paragraph 4E hereof)
- (ii) Publications should be designed to convey Medicare or Medicaid specific information and not CPT coding advice. Publications should not be designed to substitute for the CPT Book with respect to codes, long descriptions, notes, or guidelines for any user.
- (iii) When any of the aforementioned Publication(s) is mentioned individually, the reference includes distribution by either an Internet Web site or by Electronic Media, or by both modes of distribution unless otherwise specifically limited to one of the two mentioned modes of distribution.
- (iv) Electronic Media shall mean tapes, disks or CD-ROMs.
- (v) As used in this Amendment, CPT short descriptions shall mean CPT five digit identifying code numbers and abbreviated procedural descriptions that are no more than 28 characters long. CPT long descriptions shall mean CPT five digit identifying code numbers and procedural descriptions that include the complete procedural description. Guidelines to CPT sections Evaluation and Management, Anesthesia, Surgery, Radiology, Pathology and Laboratory, and Medicine define items that are necessary to appropriately interpret and report the procedures and services contained in that section. Special needs or instructions unique to the section may be presented as notes.

B. Disclosure Pursuant to the Freedom of Information Act. Entities may provide copies of the Publications) in Electronic Media to requesters in order to comply with Freedom of Information Act requests provided that only CPT codes and CPT sort descriptions as defined herein are included in the Publications) and the Entities comply with paragraphs 1,2,3, ,5,6.8, 9, and 10 of this Amendment.

Entities may provide copies of the Publication(s) to me Office of Inspector General, the General Accounting Office and other Federal and State agencies, provided that the Entities comply with paragraphs 1,2,3,4.5,6,7,8,9. and 10 of this Amendment. HCFA and/or its Entities will notify such Federal and State

agencies in writing that their use of the Publication(s) is subject to the terms of this Amendment.

3. Use of CPT Codes, CPT Short Descriptions, Notes and Guidelines. Entities may use CPT codes and CPT short descriptions, notes, and guidelines in their Publications subject to paragraphs 1,2,3,5,6,7,8,9,10 and 13 hereof.

4. Use of Long Descriptions.

A. Except as specified in 4B and 4C, Entities may use CPT long descriptions in Publication(s) provided that use of CPT long descriptions does not exceed 30 percent of a section (i.e., first level section heading in the CPT Book Table of Contents-e.g., Surgery) or subsection (i.e., a second level heading in the Table of Contents e.g., Surgery: Integumentary System). The above 30 percent limitation on the use of CPT long descriptions shall not apply if the subsection of CPT as described as less than 30 CPT codes. There may be other circumstances where the 30 percent rule can be waived by the AMA. The AMA and HCFA will address requests for waivers on a case by case basis. HCFA will make any such request to the AMA in writing, and the AMA will communicate its decision regarding such request in writing.

B. Use of CPT long descriptions in an amount over 30 percent of such a section (i.e., first level section heading in the CPT Book Table of Contents-e.g., Surgery) or subsection (i.e., a second level heading in the Table of Contents e.g., Surgery: Integumentary System) may be used if such descriptions are integrated into narrative text are necessary for the presentation of the information in that text and are not presented in consecutive listings, even if used to convey fee schedule or payment policy information. Examples of permissible use of CPT long descriptions in narrative text are attached hereto as Exhibit A and made part of this Amendment.

C. Entities may use up to 30 percent of the long descriptions for the Anesthesia, Evaluation and Management (E/M), and Pathology and Laboratory sections of CPT for each use and the subsection limitation described in A above does not apply.

D. For purposes of calculating the amount of “use” of CPT long descriptions as permitted herein, each distinct document, such as an individual issue of a Publication, is evaluated separately. The AMA agrees to provide counts (total and 30 percent) of the number of CPT codes included in the CPT Book sections and subsections on an annual basis to HCFA and/or its Entities in order to assist Entities in their compliance with this Amendment.

E. Fee schedules may include CPT codes and CPT short descriptions. In no event shall any Fee Schedule use CPT long descriptions. This prohibition includes, but is not limited to Fee Schedules with listings of CPT codes and/or

descriptions with or without associated fees and the annual new codes and descriptions

included in t

5. Sample Formats. HCFA shall develop permitted samples of formats of display of CPT in Publications to be used by Entities as contemplated by this Amendment. The formats shall emphasize the requirements of this Amendment and the Agreement including the requirements of copyright notices, separation of CPT and non-CPT via distinct sections, typography or text where practical, (e.g., Medicare says "x" and CPT guidelines say "y" or HCPCS level n code is xxxxx" and CPT code is xxxxx"), and/or separate listings of CPT where such listings are permitted. Such sample formats shall be attached to this Amendment as Exhibit B and made a part of this Amendment. HCFA shall distribute such formats to Entities to implement this Amendment.
6. Required Notices. The following copyright notice shall appear on the screen or Web page including or immediately prior to the initial appearance or display of any CPT in the Publications and on the first page of Publications of downloaded materials that include CPT:

*CPT codes, descriptions and other data only are copyright 1999  
American Medical Association (or such other date of publication of CPT).  
All Rights Reserved. Applicable FARS/DFARS Apply.*

7. Internet End User Licenses. When CPT is offered in Publications from Internet Web sites Entities shall use the "point and click" license (as defined herein) in the form of Exhibit C.
  - A. Point and click license as required by this Amendment shall mean a license that appears on a computer screen or Web page and includes a computer program or Web page mechanism that requires users to indicate whether they accept the terms of the license found at Exhibit C by pointing their cursor and signaling, by clicking, that they accept the terms of said license prior to access to CPT.
  - B. This point and click license shall appear:
    - (i) before initial access to any CPT containing pages at the Entities' Web site section level (e.g., before a section of bulletins or LMRPs) or prior to each document containing CPT, at the Entity's option; and
    - (ii) before each file download containing CPT (as is the case at the HCFA Web site, e.g., <http://www.hcfa.gov/stats/rvucrstm.htm>).

- C. The following statement shall also appear on the Web page where the actual Publication appears after the point and click license (e.g. as per <http://www.hcfa.gov/stats/revdnlod.htm>):

*Note: Should you have landed here as a result of a search engine or other link, be advised that these files contain material that is copyrighted by the American Medical Association. You are forbidden to download the materials unless you read, agree to and abide by the provisions of the copyright statement. Read the copyright statement now (you will be linked back to here). "*

- D. Computer-based training modules that function as software must include an embedded point and click license containing the provisions of Exhibit C if they contain CPT codes, descriptions, notes or guidelines. The module shall include a mechanism that requires the acceptance of the point and click license before installation of the program. The provisions of paragraphs 1,2,3,4,5,6,7,9,10 and 13 of this Amendment also apply to computer-based training modules.

Entities shall revise the referenced point and click licenses upon reasonable notice from HCFA, after AMA notification to HCFA, in order to protect the AMA's rights including copyright and trademark in CPT and to comply with U.S. governmental rights provisions. Entities may include additional terms in the license provided they do not conflict with the terms of Exhibit C and provided they do not expose the AMA to liability or jeopardize any AMA rights in CPT including copyright and trademark.

8. Electronic Media End User Licenses.

- A. Subject to 8B, Entities shall include a point and click license with the same terms as contained in Exhibit C in any Electronic Media that they distribute to users outside their organizations if such Electronic Media contains any Publication that includes CPT.
- B. An Entity that is unable to use a point and click license in Electronic Media it distributes to users outside of its organization and which contain Publications) that include CPT, may instead include a shrink-wrap license in such Electronic Media with the same terms as contained in Exhibit D. A shrink-wrap license need not literally involve shrink-wrap material; rather it must at a minimum require the user outside of the Entity to break a seal (e.g., paper label) or other mechanism to acknowledge acceptance of the terms of the license. The shrink wrap license will not be signed by the user, and the following notice shall appear in boldface type in a conspicuous location so it can be seen (prior to opening each electronic media package distributed) by the user outside of the Entity:

*“Although this Publication is not copyrighted, it contains CPT, which is copyrighted by the American Medical Association (AMA). Carefully read the following AMA terms and conditions before opening the Electronic Media package. Opening this package acknowledges your acceptance of the AMA’s terms and conditions. If you do not agree with these provisions, you should within a reasonable time, return the Electronic Media package unused.”*

- C. Entities may include additional terms in the shrink wrap license required herein provided they do not conflict with the terms of Exhibit D and provided they do not expose the AMA to liability or jeopardize any AMA rights in CPT including copyright and trademark. Entities agree to revise the license in **Exhibit D**, upon reasonable notice from HCFA, in order to protect the AMA’s rights including copyright and trademark in CPT and to comply with U.S. governmental rights provisions, after AMA notification to HCFA.

9. Application of Amendment.

- A. Bulletins/Newsletters posted purposes on an Entity’s Internet Web site before the date the Entity received written notification from HCFA of the requirements of (his Amendment in accordance with paragraph 11 do not need to comply with paragraph 4 hereof as long as the applicable copyright notice for the year of publication is contained therein as required by the Agreement.
  - B. Newly issued or revised LMRPs and other Publications posted on an Entity’s Internet Web site after six weeks from the date the Entity received written notification from HCFA of the requirements of this Amendment in accordance with paragraph 11 must conform to paragraph 4 hereof. LMRPs and other Publications posted on Entity’s Internet Web site prior to six weeks from the date each Entity receives said written notification from HCFA must conform with paragraph 4 of this Amendment by no later than twelve months after the Effective Date of this Amendment.
  - C. In no event may the Publications described in 9A and 9B be designed to substitute for the CPT Book for any user. HCFA agrees to work with the AMA to address any unauthorized Publications to protect the AMA’s copyright in CPT.
10. Fees. Entities may not charge for distribution over the Internet for Publications) that include over 30 percent of a section or subsection of CPT, except that training materials that include CPT distributed over the Internet under this Agreement may be distributed for no more than their cost. Should the need arise, the parties agree to negotiate in good faith to allow distribution of other Publications) over the Internet at no more than their cost. Entities may distribute Publications that

include over 30 percent of a section or subsection of CPT through Electronic Media at no more than their cost.

11. Communication and Compliance. HCFA will convey the requirements of this Amendment to the Entities as soon as possible but in no event later than 8 weeks after the Effective Date of this Amendment through Program Memoranda or other normal mode of program communications. HCFA shall be responsible for ensuring Entity compliance with (he provisions of this Amendment through its normal mechanism of ensuring HCFA program compliance.
12. Usage Unrelated to HCFA Programs. This Amendment authorizes use of CPT only for purposes related to participating in HCFA programs. Electronic and Internet distribution of materials containing CPT codes and descriptions, notes and guidelines that are unrelated to HCFA programs, including, but not limited to, incorporation of CPT into commercial products, shall require a separate licence agreement with the AMA.
13. Medicaid. Medicaid agencies and SCHIPs and their fiscal agents (other than those excluded under the second paragraph under the Recitals of this Amendment) shall ave the option to agree to the license under this Amendment as if they were Entities” as covered under this Agreement subject to the following.
  - A. HCFA shall send all Medicaid agencies and SCHIPs and their fiscal agents a written notification with a copy of the Amendment not later than 8 weeks after the Effective Date of this Amendment notifying them of all terms of this Amendment. This written notification shall also include a form, which shall be subject to the approval of the AMA, where said Medicaid agencies, SCHIPs, and fiscal agents may agree to the terms of this Amendment as if they were Entities (Form).
  - B. HCFA shall provide the AMA with copies of the Forms after they are executed by the respective Medicaid agencies and SCHIPs and their fiscal agents.
  - C. The parties acknowledge that any Medicaid agency and SCHIP and their fiscal agents shall have the right to be covered by this Amendment or, if it so elects, it may attempt to negotiate a separate agreement with the **AMA**.
  - D. HCFA shall notify the AMA if it is aware that a Medicaid agency or SCHIP or fiscal agent that has agreed to be subject to the terms of this Amendment is not in compliance with this Amendment.

E. A Medicaid agency, SCHIP and/or fiscal agent that has agreed to be subject to the terms of this Amendment will be subject to the appropriate action by the AMA, in the event that such Medicaid agency, SCHIP, and/or fiscal agent is not in compliance with any provisions of this Amendment applicable to Entities.

14. Separate Agreements with Entities. Upon written request by any Entity that entered into an agreement with the AMA regarding the specific matter of this Amendment, the AMA shall cancel said applicable agreements) to allow the said Entity the benefit of this Amendment. The AMA shall notify said Entity of this provision as soon as practical after the Effective Date of this Amendment.

15. Effect on Agreement. It is not the parties intent under this Amendment to change any of the requirements for Publications) in print format under the Agreement, and other than as stated herein, the terms of the Agreement remain unchanged.

16. Administrative Contacts. For purposes of administration of this Amendment, the designated contact for the AMA shall be the Director of CPT Licensing at telephone number 312 4645022 and the designated contact for HCFA shall be Chester Robinson at telephone number 410 7866963. Either party may change their designated contact and agrees to inform the other party in writing of the new contact person.

***ACCEPTED:***

**AMERICAN MEDICAL ASSOCIATION    HEALTH CARE FINANCING  
ADMINISTRATION**

**EXHIBIT A**

**EXAMPLE: CPT LONG DESCRIPTIONS INCORPORATED INTO NARRATIVE**

*Subject: Dialysis Shunt Maintenance Revised Medical Policy*

*CPT CODES: 35475,35476, 35903,36005,36140,36145,36215,35216,36217,36245,36246, 36247,36489,36491,36535,36800,36810,36815,36821,36 825,36830,36831,36832,36833, 36834, 36835,36860,36861,37201,37202,37205,37206, 37207, 37208, 37607,37799, 75710, 75820,75896,75898,75960,75962,75964,75978,76499, and 93990*

*Indications and Limitation of Coverage and/or Medical Necessity*

*Percutaneous interventions to enhance or reestablish patency of a hemodialysis AV fistula have proven useful in extend the life of the fistula and reducing the need for open repair, reconstruction or replacement. The longevity and quality of the life of the end stage renal disease (ESRD) patient are positively impacted. Covered services are only indicated to correct a physiologically and functionally significant deficit of shunt performance. Percutaneous AV fistula declotting, maintenance, or reestablishment of appropriate and adequate flow may encompass the following procedures. These need not all be performed on every dysfunctional shunt. Each may, under unique circumstances, be considered reasonable and medically necessary.....*

*Open surgical therapy for thrombosed dialysis cannula or hemodynamically significant flow impediment utilizes direct access to the conduit and contiguous vessels. Mechanical fragmentation and surgical removal of occlusive thrombotic material is effected under direct visualization. Adjunctive thrombolytic pharmacotherapy may be employed. Residual vascular stenoses or obstructive lesions are removed and corrected using standard vascular surgical techniques (e.g., CPT Code 36832, Revision, arteriovenous fistula; without thrombectomy, autogenous or non-autogenous dialysis graft {separate procedure}, 36834, Plastic repair of arteriovenous aneurysm {separate procedure}....*

**Italicized and/or quoted material is excerpted from the American Medical Association *Current Procedural Terminology* CPT codes, descriptions and other data only are copyright 1999 American Medical Association. All rights reserved. Applicable FARSDFARS apply.**

**EXHIBIT B:**

**EXAMPLE ONE: SEPARATION OF CPT AND NON-CPT INFORMATION**

SUBJECT: CONSULTATIONS

CPT CODES: 99241-99243,99244-99255

For implementation August 26,1999, revision to Medicare Carriers Manual, Part 3 - Claims Process, Section 4142: Consultations, HCFA concurs with American Medical Association *Current Procedural Terminology (CPT™)* guidelines related to physician reporting of Inpatient and Outpatient Consultation Services 99241-99243,99244,99255:

*99141 Office consultation for a new or established patient, which requires these three key components:*

- a problem focused history;*
- a problem focused examination; and*
- straightforward medical decision making*

*Counseling and/or coordination of care with other providers or agencies are provided consistent with the nature of the problem(s) and the patient's and/or family's needs.*

*Usually, the presenting problem(s) are self limited or minor. Physicians typically spend 15 minutes face-t-face with the patient and/or family*

*99242 Office consultation for a new or established patient, which requires these three key components:*

- an expanded problem focused history;*
- a expanded problem focused examination; and*
- straightforward medical decision making*

*Counseling and/or coordination of care with other providers or agencies are provided consistent with the nature of the problem(s) and the patient's and/or family's needs.*

*Usually, the presenting problem(s) are self limited or minor. Physicians typically spend 30 minutes face-to-face with the patient and/or family.*

Claims Review and Adjudication Procedures, transmittal number 1644 dated August 1999, has been revised to recognize consultations for application of special coverage utilization criteria. In accordance with section 2020D, HCFA will pay a consultation fee when the service is provided by a physician at the request of the patient's attending physician, when: all of the criteria for the use of a consultation code are met; the consultation is followed by treatment; the consultation is requested by members of the same group practice; the documentation for consultations has been met (written request from an appropriate source and a written report furnished to the requesting physician); pre-operative consultation for a new or established patient when performed by any physician at the request of the surgeon; and when a surgeon requests that another physician participate in postoperative care (provided that physician had not performed a preoperative consultation).

**Italicized and/or quoted material is excerpted from the American Medical Association *Current Procedural Terminology* CPT code descriptions and other data only are copyright 1999 American Medical Association. All right reserved. Applicable**

**FARSDARS apply.**

**EXHIBIT B continued:**

**EXAMPLE TWO: DISTINGUISHING CPT AND HCPCS NOTES AND GUIDELINES**

**SUBJECT: Issues Related to Critical Care Policy**

This Program Memorandum is to clarify a number of issues related to the interpretation reporting and payment of American Medical Association's (AMA) Current Procedural Terminology CPT critical care codes 99291 and 99292. The clarifications pertain mainly to the changes in critical care definitions in the CPT 2000. Several policies in this PM are already in effect and are mentioned here again.

**1. Use of the critical care CPT codes 99291 and 99292.**

**(A) Definition of Critical Illness or Injury**

The AMA's CPT has redefined a critical illness or injury as follows:

"A critical illness or injury acutely impairs one or more vital organ systems such that the patient's survival is jeopardized."

**Please note that the term "unstable" is no longer used in the CPT definition to describe critically ill or injured patients.**

**(B) Definition of Critical Care Services**

CPT 2000 has redefined critical care services as follows:

"Critical care is the direct delivery by a physician(s) of medical ca for a critically ill or injured patient.... The care of such patients involves decision making of high complexity to assess, manipulate, and support central nervous system failure, circulatory failure, shock-like conditions, renal, hepatic, metabolic, or respiratory failure, postoperative complications, overwhelming infection, or other vital system functions to treat single or multiple vital organ system failure or to prevent further deterioration. It may require extensive interpretation of multiple databases and the application of advanced technology to manage the patient. Critical care may be provided on multiple days, even if no changes are made in the treatment rendered to the patient, provided that the patient's condition continues to require the level of physician attention described above."

"Critical care services include but are not limited to, the treatment or prevention or further deterioration of central nervous system failure, circulatory failure, shock-like conditions, renal, hepatic, metabolic or respiratory failure, post operative complications, or overwhelming infection. Critical care is usually, but not always, given in a critical care area such as the coronary care unit intensive care unit, pediatric intensive care unit, respiratory care unit, or the emergency care facility."

**(C) Guidelines for Use Whenever Medical Review is Performed in Relation to Critical Illness and Critical Care Service**

A clarification of Medicare policy concerning both payment for and medical review of critical care services is warranted, given the CPT redefinition of both critical illness/injury and critical care services.

In order to reliably and consistently determine that delivery of critical care services rather than

other evaluation and management services is medically necessary, both of the following medical review criteria must be met in addition to the CPT definitions:

**Italicized and/or quoted material is excerpted from the American Medical Association *Current Procedural Terminology* CPT codes descriptions and other data only are copyright 1999 American Medical Association. All rights reserved. Applicable FARSDFARS apply.**

### **Clinical Condition Criterion**

There is a high probability of sudden, clinically significant or life threatening deterioration in the patient's condition which requires the highest level of physician preparedness to intervene urgently.

### **Treatment Criterion**

Critical care services require direct personal management by the physician. They are life and organ supporting interventions that require frequent personal assessment and manipulation by the physician. Withdrawal of, or failure to initiate these interventions on an urgent basis would like result in sudden, clinically significant or life threatening deterioration in the patient's condition.

Claims for critical care services should be denied if the services are not reasonable and medically necessary. If the services are reasonable and medically necessary but they do not meet the criteria for critical care services, then the services should be recorded as another appropriate EM service (e.g., hospital visit).

Providing medical care to a critically ill patient should not be automatically determined to be a critical care service for the sole reason that the patient is critically ill. The physician service must be medically necessary and meet the definition of critical care services as described previously in order to be considered covered.

## EXHIBIT C

### LICENSE FOR USE OF Physician's CURRENT PROCEDURAL TERMINOLOGY.

FOURTH EDITION

#### **End User Point and Click Agreement:**

CPT codes, descriptions and other data only are copyright 1999 American Medical Association. All Rights Reserved (or such other date of publication of CPT). CPT is a trademark of the American Medical Association (AMA).

You your employees and agents are authorized to use CPT only as contained in the following authorized materials \_\_\_\_\_

#### **(TO BE COMPLETED BY PROVIDING ENTITY)**

internally within your organization within the United States for the sole use by yourself, employees and agents. Use is limited to use in Medicare, Medicaid or other programs administered by Health Care Financing Administration (HCFA). You agree to take all necessary steps to insure that your employees and agents abide by the terms of this agreement.

Any use not authorized herein is prohibited, including by way of illustration and not by way of limitation making copies of CPT for resale and/or license, transferring copies of CPT to any party not bound by this agreement creating any modified or derivative work of CPT, or making any commercial use of CPT. License to use CPT for any use not authorized herein must be obtained through the AMA, CPT Intellectual Property Services, 515 N. State Street, Chicago, IL 60610. Applications are available at the AMA Web site, <http://www.amaassn.orgcpt>.

Applicable FARSDFARS Restrictions Apply to Government Use. [Please click here to see all U.S. Government Rights Provisions.](#) <LINK>

<LINKEDTEXT>

#### **U.S. Government Rights**

This product includes CPT which is commercial technical data and/or computer data Base and/or commercial computer software and/or commercial computer software documentation as applicable which were developed exclusively at private expense by the American Medical Association, 515 North State Street Chicago, Illinois, 60610. U.S. Government rights to use, modify, reproduce, release, perform, display, or disclose these technical data and/or computer data bases and/or computer software and/or computer software documentation are subject to the limited rights restrictions of DFARS 252.227-7015(b)(2) (June 1995) and/or subject to the restrictions of DFARS 227.7202-l(a) (June 1995) and DFARS 227.7202-3(a) (June 1995), as applicable for U.S. Department of Defense procurements and the limited rights restrictions of FAR 52.227-14 (June 1987) and/or subject to the restricted rights provisions of FAR 52.227-14 (June 1987) and FAR 52.227-19 (June 1987), as applicable, and any applicable agency FAR Supplements, for nonDepartment of Defense Federal procurements.

#### **AMA Disclaimer of Warranties and Liabilities.**

CPT is provided "as is" without warranty of any kind, either expressed or implied including but not limited to, the implied warranties of merchantability and fitness for a particular purpose. AMA warrants that due to the nature of CPT, it does not manipulate or process dates, therefore there is no Year 2000 issue with CPT. AMA disclaims responsibility for any errors in CPT that may arise as a result of CPT being used in conjunction with any software

and/or hardware system that is not Year 2000 compliant. No fee schedules, basic unit relative values or related listings are included in CPT. The AMA does not directly or indirectly practice medicine or dispense medical services. The responsibility for the content of this file/product is with (INSERT NAME OF PROVIDING ENTITY) or the HCFA and no endorsement by the AMA is intended or implied. The AMA disclaims responsibility for any consequences or liability attributable to or related to any use, non-use, or interpretation of information contained or not contained in this file/product. This Agreement will terminate upon notice if you violate its terms. The AMA is a third party beneficiary to this Agreement.

**HCFA Disclaimer**

**The scope of this license is determined by the AMA, the copyright holder. Any questions pertaining to the license or use of the CPT should be addressed to the AMA End Users do not act for or on behalf of the HCFA HCFA DISCLAIMS RESPONSIBILITY FOR ANY LIABILITY ATTRIBUTABLE TO END USER USE OF THE CPT. HCFA WILL NOT BE LIABLE FOR ANY CLAIMS ATTRIBUTABLE TO ANY ERRORS OMISSIONS, OR OTHER INACCURACIES N THE INFORMATION OR MATERIAL CONTAINED ON THIS PAGE. In no event shall HCFA be liable for direct, indirect, special, incidental or consequential damages arising out of the use of such information or material.**

Should the foregoing terms and conditions be acceptable to you please indicate your agreement and acceptance by clicking below on the button labeled "accept".

ACCEPT

DO NOT ACCEPT

## EXHIBIT D

### **LICENSE FOR USE OF Physicians' CURRENT PROCEDURAL TERMINOLOGY. FOURTH EDITION ("CPT™")**

CPT codes, descriptions and other data only are copyright 1999 American Medical Association. All Rights Reserved (or such other date of publication of CPT). CPT is a trademark of the American Medical Association (AMA).

You, your employees and agents are authorized to use CPT only as contained in the following authorized materials \_\_\_\_\_

#### **TO BE COMPLETED BY**

#### **PROVIDING ENTITY**

internally within your organization within the United States and its territories for the sole use by yourself, employees and agents. Use is limited to use in Medicare, Medicaid or other programs administered by Health Care Financing Administration (HCFA). You agree to take all necessary steps to insure that your employees and agents abide by the terms of this agreement. You acknowledge that the AMA holds all copyright, trademark and other rights in CPT.

Any use not authorized herein is prohibited, including by way of illustration and not by way of limitation, making copies of CPT for resale and/or license, transferring copies of CPT to any party not bound by this agreement, creating any modified or derivative work of CPT, or making any commercial use of CPT. License to use CPT for any use not authorized herein must be obtained through the AMA, CPT Intellectual Property Services, 515 N. State Street, Chicago, IL 60610. Applications are available at the AMA Web site, <http://www.ama-assn.org/cpt>.

This product includes CPT which is commercial technical data and/or computer data bases and/or commercial computer software and/or commercial computer software documentation, as applicable which were developed exclusively at private expense by the AMA, 515 North State Street, Chicago, Illinois, 60610. U.S. Government rights to use, modify, reproduce, release, perform, display, or disclose these technical data and/or computer data bases and/or computer software and/or computer software documentation are subject to the limited rights restrictions of DFARS 252.227-7015(bX2) (June 1995) and/or subject to the restrictions of DFARS 227.7202-1(a) (June 1995) and DFARS 227.7202-3(a) (June 1995), as applicable for U.S. Department of Defense procurements and the limited rights restrictions of FAR 52.227-14 (June 1987) and/or subject to the restricted rights provisions of FAR 52.227-14 (June 1987) and FAR 52.227-19 (June 1987), as applicable, and any applicable agency FAR Supplements, for non-Department of Defense Federal procurements.

#### **AMA Disclaimer of Warranties and Liabilities**

**CPT is provided as is without warranty of any kind, either expressed or implied, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose.** AMA warrants that due to the nature of CPT, it does not manipulate or process dates, therefore there is no Year 2000 issue with CPT. AMA disclaims responsibility for any errors in CPT that may arise as a result of CPT being used

in conjunction with any software and/or hardware system that is not Year 2000 compliant. No fee schedules, basic unit relative values or related listings are included in CPT. The AMA does not directly or indirectly practice medicine or dispense medical services. The responsibility for the content

of this file/product is with **(INSERT NAME OF PROVIDING ENTITY)** or the HCFA and no endorsement by the AMA is intended or implied. The AMA disclaims responsibility for any consequences or liability attributable to or related to any use, non-use, or interpretation of information contained or not contained in this file/product.

**HCFA Disclaimer**

**The scope of this license is determined by the AMA, the copyright holder. Any questions pertaining to the license or use of the CPT should be addressed to the AMA. End Users do not act for or on behalf of the HCFA HCFA DISCLAIMS RESPONSIBILITY FOR ANY LIABILITY ATTRIBUTABLE TO END USER USE OF THE CPT. HCFA WILL NOT BE LIABLE FOR ANY CLAIMS ATTRIBUTABLE TO ANY ERRORS, OMISSIONS, OR OTHER INACCURACIES IN THE INFORMATION OR MATERIAL CONTAINED ON THIS PAGE. In no event shall HCFA be liable for direct indirect, special, incidental or consequential damages arising out of the use of such information or material.**

This license will terminate upon notice to you if you violate the terms of this license. The AMA is a third party beneficiary to this license.

MEDICAID AGENCIES AND SCHIP INCLUSION ELECTION

The Centers for Medicare and Medicaid Services (CMS), formerly the Health Care Financing Administration and the American Medical Association (AMA) entered into an agreement dated February 1, 1983, as previously amended (Agreement) that was amended on October 16, 2000 (Amendment). The Amendment, as enclosed hereto and made a part hereof, allows certain of CMS's agents and other entities participating in programs administered by CMS (Entities) to include Physicians' Current Procedural Terminology (CPT), a coding work of medical nomenclature, as contained in CMS Common Procedure Coding system (HCPCS), on Entities' Internet websites and in other electronic media for use only in CMS programs as described in the Amendment.

The AMA and CMS have agreed in the Amendment that Medicaid agencies and State Child Health Insurance Program (SCHIPs) and their fiscal agents have the right to be covered under the Amendment as if they were an Entity subject to specific provisions.

In order to use CPT in CMS programs as permitted by the Amendment your organization, as a Medicaid agency, SCHIP or their fiscal agent, agrees as follows:

1. You represent that your organization is a Medicaid agency, SCHIP or their fiscal agent and that your organization is not excluded from participation in the Amendment by virtue of qualifying as any of the following: an organization with a contract under Section 1852 of the Social Security Act, a Medicaid managed care organization as defined in Section 1903 (m)(1)(A), a Medicaid prepaid health plan as defined in regulation at 42 C.F.R. § 434.2, a managed care organization, and/or a similar organization functioning as an insurer and/or provider.
2. You represent that you have read the enclosed Amendment and agree to abide by all provisions as if you were a covered Entity. You acknowledge that the Amendment authorizes use of CPT only for purposes related to participating in CMS programs and that any use or distribution of materials containing CPT codes and descriptions, notes and guidelines that is unrelated to CMS programs requires a separate license agreement with the AMA.
3. You acknowledge that CMS has agreed to notify the AMA that it is aware that your organization is not in compliance with this Amendment. You also acknowledge that your organization will be subject to appropriate action by the AMA, in the event that your organization is not in compliance with any provisions of this Amendment applicable to Entities.
4. You represent by your signature below that you have authority to enter into this agreement on behalf of your organization and that it is binding upon your organization. You acknowledge that the CPT license is only valid after this form is executed and the form returned to CMS (for forwarding to the AMA).

Agreed: On behalf of \_\_\_\_\_  
(Type full legal name of your organization)

By \_\_\_\_\_ Date \_\_\_\_\_  
(Signature)

Print name \_\_\_\_\_

Organization Type (check as appropriate)

\_\_\_ Medicaid agency

\_\_\_ SCHIP

\_\_\_ Fiscal agent for \_\_\_\_\_

(Name of applicable Medicaid agency or SCHIP)

