

FACILITY AGREEMENT

THIS Agreement is made by and between _____, (hereinafter referred to as "Facility"), a _____ organized under the laws of the State of _____ with its principal place of business at _____ and The Accountable Alliance, Inc., a corporation organized under the laws of the State of Delaware, with its principal place of business in Austin, Texas (referred to as "Accountable Alliance").

Recitals.

Accountable Alliance is a Preferred Provider Organization engaged in the business of administering quality health care services at an affordable price through its products Accountable Alliance H & W Network, a group accident/health and wellness program, and Accountable Alliance HMO, a Health Maintenance Organization plan, to policy holders of insurance companies and to employees of self insured companies, affiliated network, and foreign nationals (including citizens employees, and embassy officials) with state governments which have entered into agreements with Accountable Alliance (collectively referred to as "Insurers" and the policy holders and employees as "Insureds").

Accountable Alliance is engaged in the business of providing its clients, Medicare supplemental plans (including Medicare Select), and Medicare employee/union group retiree plans (referred to herein as the "Medigap Insurers"), with money saving strategies combined with cutting-edge technology resulting in a reduction of the cost of healthcare for their senior population policy holders (referred to as the "Medigap Insureds").

Facility wants to make its facilities and services available to Insureds and/or Medigap Insureds for the purpose of allowing the Insureds and/or Medigap Insureds access to health care, medical care and all services provided by Facility. Accountable Alliance wants to make Facility and its services available to the Insureds, Medigap Insureds through its clients at the prices and upon the terms set out in this Agreement.

Facility and its affiliates (listed in Exhibit A, including facilities acquired after the effective date of this Agreement) and Accountable Alliance want to enter into an agreement by the terms of which Facility shall provide its services to Insureds, Medigap Insureds and accept as payment in full for such services the amounts set forth in this Agreement; and Accountable Alliance will make Facility a network facility with its Insurers, Medigap Insurers.

The purpose of this Agreement is to set out the terms, provisions and conditions for the parties to accomplish the intent of the parties as described in these Recitals.

Agreement.

For and in consideration of the mutual promises stated in this Agreement, and for other good and valuable consideration, the sufficiency of which is acknowledged, the parties agree as follows:

- 1. The statements made in the Recitals are true and correct, and are incorporated into this Agreement.**
- 2. General Provisions Applicable to all Insureds, Medigap Insureds:**
 - a) Accountable Alliance agrees to add Facility to its network of Providers, (for the purposes of this Agreement, the term "Providers" means those hospital facilities that have signed a contract with Accountable Alliance to provide services to Insureds, Medigap Insureds).
 - b) Facility agrees to comply with Accountable Alliance's policies for facility participation and to provide Insureds and Medigap Insureds with all services that Facility normally and customarily provides to its customers and clients, on a 24 hour per day, 7 day per week basis.
 - c) Facility shall provide to Accountable Alliance a current copy of its staff roster and will make available without charge to Accountable Alliance updates as changes occur. Facility shall verify staff privileges upon request by Accountable Alliance and without charge to Accountable Alliance.
 - d) Facility agrees to participate in the Cost Containment Guidelines set forth in Exhibit C.

- e) Facility agrees to comply with and participate in Insurers' and/or Medigap Insurers' quality assurance and utilization review program. Facility agrees to comply with other procedures and to provide other data that may be requested by Insurer and/or Medigap Insurer, or its designee for use in conducting quality and utilization review activities concerning services provided to Insureds, Medigap Insureds. If the Federal Government is the primary carrier, such requirements are waived.
- f) Accountable Alliance is not liable to Facility for any compensation for services delivered to any Insured, Medigap Insured that is referred to Facility by any client of Accountable Alliance. Facility knowingly waives the right to seek compensation or reimbursement from Accountable Alliance for any services rendered to or on behalf of an Insured, Medigap Insured.

3. Provisions Relating to Accountable Alliance PPO Products.

- a) Provisions of this Agreement relating to Accountable Alliance PPO products provided by Accountable Alliance are set out in Attachments A and B, attached and incorporated. If there is a conflict between any provision of the Attachment and the provisions set out in this Agreement, the Attachment shall prevail. Attachment A sets out the specific provisions for the Accountable Alliance Health and Wellness Network. Attachment B sets out the specific provisions for Accountable Alliance HMO (Health Maintenance Organization) Network. Facility agrees to comply with the terms, provisions and conditions of the applicable Attachment.
- b) If any additional products are developed and marketed by Accountable Alliance, the parties agree that by attachment to this Agreement, those products will become a part of this Agreement. Accountable Alliance agrees to notify Facility in writing that the product has been developed, and provide with the notice a copy of the attachment to this Agreement setting forth the specifics of the product and the provisions relating to that product.

4. Provisions Relating to Accountable Alliance Medicare Supplement (Medigap Products).

- a) Provisions of this Agreement relating to the Medicare supplement products provided by Accountable Alliance are set out in Attachment C, attached and incorporated. If there is a conflict between any provision of the Attachment and the provisions set out in this Agreement above, the Attachment shall prevail. Facility agrees to comply with the terms, provisions and conditions set out in Attachment C.
- b) If any additional products are developed and marketed by Accountable Alliance, the parties agree that by attachment to this Agreement, those products will become a part of this Agreement. Accountable Alliance agrees to notify Facility in writing that the product has been developed, and provide with the notice a copy of the attachment to this Agreement setting forth the specifics of the product and the provisions relating to that product.

5. Duration of This Agreement.

The initial term of this Agreement shall be a period of three (3) years from the date of execution of this Agreement by USA (Initial Term). This Agreement shall automatically extend for successive Terms of one year and shall remain in force until termination after the Initial Term as provided for herein Section 6 (Termination of This Agreement) of this Agreement.

6. Termination of This Agreement.

- a) Facility may terminate this Agreement, without cause, at any time by giving one hundred eighty (180) days prior written notice to Accountable Alliance, however, the termination date shall be on December 31st of the respective year in which the notice is given,. For instance, if Facility gives Accountable Alliance notice of termination on February 1 of any term year, the termination is not effective until December 31 of that year. Termination by Facility shall not effect Facility's ongoing obligations to Insureds, Medigap Insureds enrolled prior to the termination date. Accountable Alliance may terminate this Agreement, without cause, at any time by giving Facility one hundred eighty (180) days prior written notice to Facility, however, the termination date shall be on December 31st of the respective year in which the notice is given.
- b) Either party may immediately terminate this Agreement if a party files bankruptcy (whether voluntary or involuntary), goes out of business, loses its license to operate as a hospital facility, or fails to maintain appropriate accreditation by agencies approved by Accountable Alliance. To terminate for immediate cause, the terminating party must give written notice to the other party stating the cause for which the Agreement is being

terminated, and the termination date. If this Agreement is terminated for immediate cause, termination is effective on the date stated in the notice.

- c) Accountable Alliance may terminate this Agreement for cause that is not an immediate cause. For the purposes of this Agreement cause includes a breach of any provision, term or condition of this Agreement, habitual neglect, or the continued failure of Facility to perform its professional duty, or other cause, as that term is generally understood in the medical and hospital business. If termination is for cause, Accountable Alliance will notify Facility in writing, stating the cause for termination, and giving Facility sixty (60) days in which to cure. If Facility has failed to effect a satisfactorily cure each of the causes stated in the notice of termination, termination shall be effective on the tenth (10th) day following the expiration of the sixty (60) day cure period.

7. Confidentiality.

Each party may, in the course of the relationship established by this Agreement, disclose to the other party in confidence non-public information concerning such party's earnings, volume of business, methods, systems, practices, plans, purchaser discounts and contract terms or other confidential or commercially valuable proprietary information (collectively referred to as "Confidential Information"). Each party acknowledges that the disclosing party shall at all times be and remain the owner of all Confidential Information disclosed by such party, and that the party to whom Confidential Information is disclosed may use such Confidential Information only in furtherance of the purposes and obligations of this Agreement. The party to whom Confidential Information is disclosed shall not use said information to the disadvantage of or in competition against the disclosing party. A breach of the foregoing confidentiality provision would cause irreparable damage, and the injured party shall have the right to seek and obtain in any court of competent jurisdiction an injunction to restrain a violation or alleged violation by the other party of this covenant together with any damages that the party may suffer in the event of such a breach.

8. Disputes.

Accountable Alliance agrees to attempt resolution of any dispute that may arise between Facility and any Insurer arising out of services delivered by Facility to an Insured, Medigap Insured and the plan administrator for that individual through mediation, with Accountable Alliance acting as mediator. Facility agrees to cooperate with Accountable Alliance acting as mediator, and the plan administrator in resolving the dispute. Cooperation includes providing any documentation requested by Accountable Alliance. If the mediation does not result in the resolution of the dispute, Accountable Alliance agrees to notify the parties in writing, and the parties may then seek any other means of resolution of the dispute.

If there is a dispute between the parties to this Agreement concerning the interpretation, performance or lack of performance of any term, condition or provision of this Agreement, the parties agree that they will submit the dispute to mediation with a third party neutral prior to filing a lawsuit. If the mediation does not result in a resolution of the dispute, then the parties may file suit to resolve the dispute. The parties agree that jurisdiction for any lawsuit filed by either party to enforce or interpret any provision, term or condition of this Agreement shall be brought in a court of competent jurisdiction in the State of Texas, and that venue for that suit shall be in Travis County, Texas. The prevailing party in any lawsuit brought pursuant to this paragraph shall be entitled to recover its reasonable attorney's fees and costs from the non-prevailing party.

9. Indemnification.

Each Party agrees to indemnify the other party from any and all liability, loss, damage, claim or expense of any kind whatsoever, including costs and attorneys' fees that a party may incur as a result of the negligent or reckless acts or omissions by the other party, its agents or employees, directors or officers regarding the duties and obligations of the other party under this Agreement.

10. Notices.

All notices, requests, or correspondence required under this Agreement shall be in writing, and delivered by United States mail to:

a) If to Accountable Alliance:

THE ACCOUNTABLE ALLIANCE, INC.
1250 South Capital of Texas Highway
Building 3, Suite 500

Austin, Texas 78746
Attention: Provider Relations
E-mail Address: info@usamco.com

b) If to Facility:

Attention: _____
E-mail Address: _____

Either party may change the address to which communications are to be sent by giving written notice. All communications will be directed to Facility at the most current address on file with Accountable Alliance.

11. Conformity with State Statutes.

Any provision of this Agreement, which is in conflict with statutes, local laws, Medicare laws, and regulations, is hereby amended to conform to such statutes, laws and regulations.

12. Force Majeur.

Neither party shall be liable nor deemed to be in default for any delay or failure in performance under this Agreement or other interruption in the discharge of its responsibility, either directly or indirectly, from natural calamities, civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquakes, floods, failure of transportation, machinery or supplies, vandalism, strikes or other work interruptions by employees, or any similar or dissimilar cause beyond the reasonable control of either party.

13. Insurance and Licensure.

Facility shall, at its expense, carry and provide Accountable Alliance evidence of malpractice and professional liability insurance, public liability and property damage insurance, or an equivalent program of self-insurance, in an amount equal to the greater of the amount required to maintain accreditation/certification or the amount required to meet the state's minimum requirements.

Facility shall, throughout the duration of this Agreement, be required to maintain any and all licenses and certifications as may be required by the state in which Facility provides services.

14. Notice to INSURER of Termination of Agreement.

If this Agreement is terminated by either party in accordance with the procedure set forth herein, Accountable Alliance will notify Insurer, Medigap Insurer, as applicable. Facility shall notify Insured, Medigap Insured, as applicable, prior to giving service, that this Agreement is no longer in effect.

15. Independent Contractor.

- a) In entering into and complying with this Agreement, Accountable Alliance and Facility are at all times performing as independent contractors. Nothing in this Agreement shall be construed or be deemed to create a relationship of employer and employee, principal and agent, partnership, joint venture, or any relationship other than that of independent parties contracting with each other solely to carry out the provisions of this Agreement for the purposes recited herein.

- b) Facility is responsible for the services provided to each Insured, Medigap Insured that uses Facility's services in the same manner and to the same extent that is offered services to the public in general.

16. Partial Invalidity.

If any part, clause or provision of this Agreement is held to be void by a court of competent jurisdiction, the remaining provisions of this Agreement shall not be affected and shall be given such construction, if possible, as to permit those remaining provisions to comply with the minimum requirements of any applicable law and the intent of the parties hereto.

17. Entire Agreement.

This Agreement, including Exhibits A, B, and C and Attachments A, B, and C attached, contain the entire understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior Agreements and understandings, expressed or implied, oral or written. Notwithstanding provisions in section 26 (Network Products or Services), any material change to this Agreement's language or rates must be in writing and signed by duly authorized officers or representatives of Facility and Accountable Alliance. Non-material changes can be communicated via notifications. If neither party disapproves of a notification in writing within thirty (30) days, such notice will be considered accepted and binding. No other third party, including Insurers, Medigap Insurers or Insureds, Medigap Insureds shall be required to consent nor shall receive notice of any such amendment or notice in order for the amendment or notice to be effective and binding upon the parties to this Agreement.

18. Network Recognition.

Accountable Alliance maintains a current list of Insurers, Medigap Insurers indicating clients who have directly contracted with Accountable Alliance for use of Accountable Alliance's network and services. Those entities have agreed to place Accountable Alliance's logo and/or name on its identification card or explanation of services for the benefit of Facility and its customers, clients or policy holders.

19. Claim Disputes.

Facility may, for a period of ninety (90) days from the receipt of payment of a claim, review the payment and provide to Insurer, Medigap Insurers written notice of any perceived underpayment. For the purposes of this Agreement Insurer, Medigap Insurers means the entity responsible for payment of any claim of Facility which includes a plan administrator, Insurer, Medigap Insurer, as applicable. Insurer, Medigap Insurers will reimburse Facility the amount of the underpayment within thirty (30) days provided documentation substantiates the payment error. After the ninety (90) day period has expired, payment of that claim is final and may not be disputed for any reason.

20. Medical Records.

- a) With the proper patient consent and in accordance with all local, state and federal laws governing confidentiality, Facility shall keep and make available to Accountable Alliance, Insurer, Medigap Insurer, as applicable or if applicable, any federal, state and local agents, copies of all medical records for the purpose of maintaining a quality assurance program, required by Accountable Alliance or Insurer, Medigap Insurers for a period of the greater of five (5) years from the date of treatment or consultation, or the number of years that medical records are required to be kept under applicable governing laws.

- b) Facility shall furnish, upon request and without charge, all information reasonably required by Accountable Alliance to verify and substantiate its provision of medical services, the charges for such services, and the medical necessity for such services.

21. Survival.

In the event this Agreement is terminated as set forth herein, Sections 7, 8, 9, 11, 19, 20, 21, and 22 of this Agreement and Section 2 of Attachments A, B, and C shall survive the termination of this Agreement for any applicable limitations period.

22. Termination Responsibilities.

Facility agrees to accept the rates in this Agreement for services rendered to an Insured, Medigap Insured who is an inpatient on the date of termination, until that person is discharged or safely transferred to a participating Accountable Alliance facility.

23. Termination of Coverage of Insureds, Medigap Insureds.

Coverage for each Insured, Medigap Insured may be terminated by that person's Insurer, Medigap Insurer. When an Insured, Medigap Insured, whose coverage has terminated, receives services from Facility, Facility agrees to bill that person directly. Neither Accountable Alliance nor the Insurer, Medigap Insurer for that person shall be liable to Facility for payment of any money for any services performed for that Insured, Medigap Insured who has been terminated by the Insurer, Medigap Insurer.

24. Assignment of Agreement by Accountable Alliance.

Facility agrees that Accountable Alliance may sell, assign, transfer or convey all or any part of its respective rights, authority and obligations set out in this Agreement, to any third party that operates or maintains networks of hospital facilities, without the consent of Facility, and at any time. This right includes the right to sell, assign and or transfer any "product" identified in this Agreement. For instance, (and without limitation) Accountable Alliance may sell, assign or transfer its Medigap product to a third party without the consent of Facility. If any part or all of Accountable Alliance rights or interest in this Agreement is assigned or transferred, Facility shall be notified in writing, stating the scope of the transfer or assignment, the name and other identifying information of the assignee, and other appropriate information to enable the successor or assignee and Facility to carry out the terms of this Agreement, as assigned. If less than all of the right or interest of Accountable Alliance is assigned, the parties agree that this Agreement shall remain in full force and effect between and among the parties as to all portions that are not assigned.

25. Assignment of Agreement by Facility.

Accountable Alliance agrees that Facility may sell, assign, transfer or convey all or any part of its respective rights, authority and obligations set out in this Agreement, to any third party that operates or maintains licensed, Medicare certified/Joint Commission Accredited hospital facilities, without the consent of Accountable Alliance and at any time. If any part or all of Facility's rights or interest in this Agreement is assigned or transferred, the Agreement shall remain in full force and effect and Accountable Alliance will be notified in writing, stating the scope of the transfer or assignment, the name and other identifying information of the assignee, and other appropriate information to enable the successor or assignee and Accountable Alliance to carry out the terms of this Agreement, as assigned. If less than all of the right or interest of Facility is assigned, the parties agree that this Agreement shall remain in full force and effect between and among the parties as to all portions that are not assigned. Facility agrees that if it merges, consolidates with another company, becomes part of a holding company, becomes jointly owned with or by another company or sells all of its assets, the documents creating that change in ownership of Facility or its assets shall and must contain a provision that this Agreement will be assigned to and assumed by the surviving company, the holding company the joint owner or successor of Facility.

26. Network Products or Services.

Accountable Alliance advises Facility that from time to time it may develop other products or services that will benefit participating network facilities. The parties agree that if Accountable Alliance develops a new network product or service that network product or service may be added to this Agreement by amendment to this Agreement. The procedure for amending this Agreement to add a new product or service is as follows: Accountable Alliance will notify each Facility that it is offering a new network product or service. The notice will be accompanied by a proposed Amendment to this Agreement which shall set out the description of the product or service and the terms and conditions of the product or service, including fees payable to Facility for the product or service. On the thirtieth (30th) day after the date of the notice, the Amendment shall become an amendment to this Agreement and shall be binding on Accountable Alliance and Facility unless within the thirty (30) day period Facility notifies Accountable Alliance in writing, signed by an authorized representative and dated, that it does not accept the Amendment and does not want to participate in the additional product or service. If a Facility notifies Accountable Alliance that it does not accept the Amendment, then Facility is not bound by the terms of the Amendment, and may not participate in the additional product or service, however, all of the provisions of this Agreement shall remain in force.

27. Execution in Counterparts.

This Agreement may be executed in any number of counterparts including facsimiles. Each counterpart shall be deemed to be an original as against any part whose signature appears thereon, and all of which shall together constitute one and the same instrument.

(Signature on the next page)

This Agreement is effective upon the date of execution by Accountable Alliance.

For and on behalf of:

**THE ACCOUNTABLE ALLIANCE, INC.
1250 South Capital of Texas Highway
Building 3, Suite 500
Austin, Texas 78746**

For and on behalf of:

Date

Date

Signature

Signature

Printed Name

Printed Name

Title

Title

ATTACHMENT A TO FACILITY AGREEMENT

Accountable Alliance Health And Wellness Network (Accountable Alliance H & W)

Facility agrees to participate in Accountable Alliance's Health and Wellness Network (Accountable Alliance H&W) in accordance with the terms of the Agreement to which this Attachment is attached and the provisions as stated within this Attachment A.

1. Rates to be Paid to the Facility.

- a) Facility is to be paid by INSURER according to the rates established in Exhibit B not to exceed billed charges. The negotiated rates in Exhibit B represent the total amount to be received by Facility including any co-payments, co-insurance and/or deductibles paid by INSUREDS. INSURER shall pay Facility the amount due for services rendered to INSURED, based on the provisions of the applicable plan, and Facility agrees to look to INSURER for the payment of such services except for any amounts required to be paid by INSURED pursuant to Subparagraph 1(c). Payments will be made to Facility for medical services actually rendered and only after submission of a claim.
- b) Facility agrees to provide services under this Agreement for the treatment and care of illnesses, injuries or conditions of INSUREDS for which Facility normally provides. In the event a third party other than INSURER should have primary responsibility for payment of the services provided an INSURED, Facility agrees to collect payment from such other source prior to requesting payment from INSURER. Any payment made by INSURER to Facility for obligations which are the primary responsibility of a third party shall be refunded to the INSURER by Facility. By executing this Agreement, Facility waives all rights to collect and/or pursue collection of any amounts in excess of the reimbursement listed in Exhibit B from any INSURERS who may have secondary responsibility.
- c) Services rendered or items furnished INSUREDS by Facility which are not covered as a benefit under the applicable plan, and all co-payments, co-insurances and/or deductibles, are to be paid by INSURED and Facility is responsible for collection of such payments.

2. Hold Harmless.

Facility agrees that INSURER is responsible for payment of Facility's compensation pursuant to this Agreement. Facility shall not request payment from any INSURED for any treatment or services provided to INSURED pursuant to the terms of the Agreement except as otherwise provided herein. Facility agrees to release and hold harmless INSURED, provided INSURER makes payment pursuant to the terms of this Agreement. Notwithstanding the foregoing, in the event INSURER fails to make payment within ninety (90) days of receipt of claim or if INSURER is declared insolvent or otherwise unable to make payment, Facility may bill INSURED for services rendered.

3. Payment of Claims.

Payment of claims is subject to the terms and conditions of INSURED'S insurance plan. Payment by INSURER shall be limited to services provided to INSURED for which INSURED is eligible. Payment by INSURER will be reduced by co-insurance, co-payments and/or deductibles. Facility agrees to bill at its usual and customary rate and further agrees not to pursue collection of the difference between Facility's usual and customary rates and the rates set forth in Exhibit B. INSURER will make payments within thirty (30) days of receipt of claims, unless written notice of dispute or discrepancy is mailed to Facility within thirty (30) days. If claim is not paid within thirty (30) days on undisputed claims and ninety (90) days on disputed claims, Facility shall have the right to deny the negotiated rates set forth in Exhibit B and seek full billed charges.

4. Pre-Certification and Certification.

It is the responsibility of Facility to verify with INSURER prior to the delivery of medical services in non-emergent situations and within forty-eight (48) hours or the next business day in emergency situations that any patient is an INSURED in good standing under the applicable plan and eligible for benefits, as well as to obtain information as to the extent and nature of INSURED'S benefits. Facility understands that it is their responsibility to verify eligibility and benefits allowing Facility to determine if/when pre-certification (pre-authorization) and certification (authorization) is required by the plan. Facility understands that an INSURED'S membership identification card is not a guarantee that the cardholder is an INSURED in good standing. INSURED'S I.D. card will display appropriate telephone numbers for benefits/eligibility verification.

Facility agrees and acknowledges that Accountable Alliance has contracted with various INSURERS. INSURERS have elected at their discretion to secure services {pre-certification (pre-authorization), certification (authorization), case management and utilization management} from the vendor of their choice. Facility acknowledges the requirements of the plan may vary. Benefits may be reduced for additional days which are not certified.

ATTACHMENT B
TO FACILITY AGREEMENT
Accountable Alliance HMO (Health Maintenance Organization Plans)

Facility agrees to participate in Accountable Alliance 's Health Maintenance Organization (HMO) plans in accordance with the terms of the Agreement to which this Attachment is attached and the provisions as stated within this Attachment B.

1. Rates to be Paid to the Facility.

- a) Facility is to be paid by INSURER according to the rates established in Exhibit B not to exceed billed charges. The negotiated rates in Exhibit B represent the total amount to be received by Facility including any co-payments, co-insurance and/or deductibles paid by INSURED. INSURER shall pay Facility the amount due for services rendered to INSURED, based on the provisions of the applicable plan, and Facility agrees to look to INSURER for the payment of such services except for any amounts required to be paid by INSURED pursuant to Subparagraph 1(c). Payments will be made to Facility for medical services actually rendered and only after submission of a claim.
- b) Facility agrees to provide services under this Agreement for the treatment and care of illnesses, injuries or conditions of INSUREDS for which Facility normally provides. In the event a third party other than INSURER should have primary responsibility for payment of the services provided an INSURED, Facility agrees to collect payment from such other source prior to requesting payment from INSURER. Any payment made by INSURER to Facility for obligations which are the primary responsibility of a third party shall be refunded to the INSURER by Facility. By executing this Agreement, Facility waives all rights to collect and/or pursue collection of any amounts in excess of the reimbursement listed in Exhibit B from any INSURERS who may have secondary responsibility.
- c) Services rendered or items furnished INSUREDS by Facility which are not covered as a benefit under the applicable plan, and all co-payments, co-insurances and/or deductibles, are to be paid by INSURED and Facility is responsible for collection of such payments.

2. Hold Harmless

Facility hereby agrees that in no event, including, but not limited to non-payment by INSURER, INSURER insolvency, or breach of this Agreement, shall Facility bill, charge, collect a deposit from, seek compensation, remuneration, or reimbursement from, or have any recourse against INSURED, or persons other than INSURER acting on their behalf for services provided pursuant to this Agreement. This provision shall not prohibit collection of supplemental charges (non-covered services) or co-payments on INSURER'S behalf made in accordance with the terms of the applicable plan between INSURER and INSURED.

Facility further agrees that (1) this provision shall survive the termination of this Agreement regardless of the cause giving rise to termination and shall be construed to be for the benefit of INSURED, and that (2) this provision supersedes any oral or written contrary Agreement now existing or hereafter entered into between Facility and INSURED or persons acting on their behalf. Any modifications, addition or deletion to the provisions of this clause shall be effective on a date no earlier than fifteen (15) days after the Commissioner of Insurance has approved such changes.

3. Payment of Claims.

Payment of claims is subject to the terms and conditions of INSURED'S insurance plan. Payment by INSURER shall be limited to services provided to INSURED for which INSURED is eligible. Payment by INSURER will be reduced by co-insurance, co-payments and/or deductibles. Facility agrees to bill at its usual and customary rate and further agrees not to pursue collection of the difference between Facility's usual and customary rates and the rates set forth in Exhibit B. INSURER will make payments within thirty (30) days of receipt of claims, unless written notice of dispute or discrepancy is mailed to Facility within thirty (30) days. If claim is not paid within thirty (30) days on undisputed claims and ninety (90) days on disputed claims, Facility shall have the right to deny the negotiated rates set forth in Exhibit B and seek full billed charges.

4. Pre-Certification and Certification.

It is the responsibility of Facility to verify with INSURER prior to the delivery of medical services in non-emergent situations and within forty-eight (48) hours or the next business day in emergency situations that any patient is an INSURED in good standing under the applicable plan and eligible for benefits, as well as to obtain information as to the extent and nature of INSURED'S benefits. Facility understands that it is their responsibility to verify eligibility and benefits allowing Facility to determine if/when pre-certification (pre-authorization) and certification (authorization) is required by the plan. Facility understands that an INSURED'S membership identification card is not a guarantee that the cardholder is an INSURED in good standing. INSURED'S I.D. card will display appropriate telephone numbers for benefits/eligibility verification.

Facility agrees and acknowledges that Accountable Alliance has contracted with various INSURERS. INSURERS have elected at their discretion to secure services {pre-certification (pre-authorization), certification (authorization), case management and utilization management} from the vendor of their choice. Facility acknowledges the requirements of the plan may vary. Benefits may be reduced for additional days which are not certified.

ATTACHMENT C
TO FACILITY AGREEMENT
The Accountable Alliance, Inc. d/b/a USA Senior Care Network Inc.

For detailed information about USA SCN, please contact a Network Development representative at 800-872-0820.

**EXHIBIT A
TO FACILITY AGREEMENT**

1. Billing Name on UB: _____
2. Billing Tax Identification Number: _____
3. Billing Address: _____
4. Billing Telephone No.: _____ - _____ - _____
5. Billing E-Mail Address: _____
6. Directory Address(es): (Street Address, City, State, Zip, Telephone, No P.O. Box Numbers, please)
(a) _____ b) _____
_____ - _____ - _____
_____ - _____ - _____
7. Facility Name: _____
8. Facility E-Mail Address: _____
9. Name of CEO: _____
10. E-mail address of CEO: _____

The services provided and billed by this entity are (please be as specific as possible):

1. Billing Name on UB: _____
2. Billing Tax Identification Number: _____
3. Billing Address: _____
4. Billing Telephone No.: _____ - _____ - _____
5. Billing E-Mail Address: _____
6. Directory Address(es): (Street Address, City, State, Zip, Telephone, No P.O. Box Numbers, please)
(a) _____ b) _____
_____ - _____ - _____
_____ - _____ - _____
11. Facility Name: _____
12. Facility E-Mail Address: _____
13. Name of CEO: _____
14. E-mail address of CEO: _____

The services provided and billed by this entity are (please be as specific as possible):

This Entity Is Currently Accredited / Certified By The Following (Please Circle All That Apply): Joint Commission on Accreditation of Healthcare Organizations, Medicare, Commission on Accreditation of Rehabilitation Facilities, Commission on Office Laboratory Accreditation, American Society for Histocompatibility and Immunogenetics, Community Health Accreditation Program, Accreditation Association for Ambulatory Health Care, American College of Radiology, State of Washington Office of Laboratory Quality Assurance, Council on Accreditation, American Osteopathic Association, and/or College of American Pathologists

(Attach copies of accreditations / certifications supporting your response.)

EXHIBIT B

PPO Payment Schedule

NOT VALID WITHOUT EXHIBIT B

SIGNATURE PAGE

Please contact USA MCO's Network Development at

1-800-872-0820 ext. 4887

or

providermarketinginfo@usamco.com

for full Payment Schedule

and Signature Page.

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EXHIBIT C
TO FACILITY AGREEMENT
COST CONTAINMENT GUIDELINES

1. Facility agrees to provide health care service in conformity with accepted prevailing medical and surgical practices in the community in which Facility operates.
2. Facility agrees to utilize participating facilities and ancillary services (e.g., laboratory, x-ray, ultrasound, etc.) when not available in Facility and when consistent with good medical practice.
3. Facility agrees to encourage the use of generic drugs whenever medically possible, when in the best interest of the patient, and when allowed upon physician order.
4. While Utilization Management is primarily conducted by telephone, certain situations may require an on-site visit. Should this occur, Facility agrees to accept Utilization Review Representative on Facility campus for the purpose of reviewing medical records pertinent to continued stay or retrospective review of INSURED. Utilization Review Representative agrees to conduct reviews in accordance with Facility's policies.

Current INSURED medical records shall immediately be made available by Facility, upon request, with proper patient authorization, for the purpose of concurrent review and retrospective review.

CREDENTIAL VERIFICATION RELEASE FORM

(Please complete all requested information)

Facility Name: _____	
Prof. Liability Company Name: _____	
Policy Number: _____	Expiration Date: _____
Prof. Liability Company Address: _____	
Telephone () _____ - _____	Fax () _____ - _____
Contact: _____	
DEA License Number: _____	Expiration Date: _____
State License Number: _____	Expiration Date: _____
CLIA Number: _____	Expiration Date: _____
Medicaid Number: _____	Medicare
Number: _____	
NPI Number: _____	

Facility, _____, acknowledges and agrees that Accountable Alliance, its affiliates and/or agents, has a valid interest in obtaining and verifying information for the purpose of evaluating Facility's credentials and qualifications. Accountable Alliance agrees to keep this information confidential, and may use such confidential information only in the furtherance of the purposes and obligations of the Agreement. Accordingly,

- (i) Facility represents and warrants to Accountable Alliance that the information provided is accurate and complete.
- (ii) Facility authorizes Accountable Alliance to consult with insurance carriers, and any and all state/federal licensing agencies, to obtain and verify Facility's qualifications. Facility releases Accountable Alliance and its employees and agents from any and all liability for their acts performed in good faith and without malice in obtaining and verifying such information and in evaluating Facility's Agreement; and
- (iii) Facility consents to the release by any person to Accountable Alliance of all information that may reasonably be relevant, and hereby releases any such person providing such information from any and all liability for doing so.
- (iv) **FACILITY AGREES TO INFORM ACCOUNTABLE ALLIANCE PROMPTLY IF ANY MATERIAL CHANGE IN SUCH INFORMATION OCCURS, WHETHER BEFORE OR AFTER ENTERING INTO AN AGREEMENT WITH ACCOUNTABLE ALLIANCE.**

Please return this form to: **The Accountable Alliance, Inc., Attn: Network Development, 1250 South Capital of Texas Highway, Building 3, Suite 500, Austin, Texas 78746.**

Signature: _____ Date: _____

Address: _____

Telephone: _____

A photocopy or facsimile of this consent shall be as effective as the original when so presented.

**Contact Sheet
For**

(Facility Name)

The following person(s) will be the Accountable Alliance's contact(s) for the above named facility.

CONTRACTING:

Name: _____ Title: _____

E-mail Address: _____

Telephone Number: () _____ Fax Number: () _____

FACILITY UPDATES:

Name: _____ Title: _____

E-mail Address: _____

Telephone Number: () _____ Fax Number: () _____

CEO / PRESIDENT / DIRECTOR

Name: _____ Title: _____

E-mail Address: _____

Telephone Number: () _____ Fax Number: () _____

This information shall remain valid until Accountable Alliance is notified, in writing, by the above mentioned facility of any changes.