

HEALTH CARE SERVICE ANCILLARY AGREEMENT

THIS Agreement is made by and between _____, (hereinafter referred to as "Facility"), a provider of health care services or items, licensed to practice or administer such services or items in the state or states where such services or items are provided, and USA MANAGED CARE ORGANIZATION, INC. A TEXAS CORPORATION, (hereinafter referred to as "USA").

WITNESSETH:

WHEREAS, USA is a Preferred Provider Organization (PPO) engaged in the business of administrating quality health care services at an affordable price through its products {USA H & W Network, a group health and wellness program, USA Workers' Injury Network (USA WIN), Alter-Net Medical Services Network (Alter-Net), and USA Medicare (USA Senior Care)} and Facility desires to provide services for the members (hereinafter referred to as "INSUREDS") of various group accident/health plans, work related injury/illness plans, motorist medical plans, Medicare supplemental plans, Medicare advantage plans, Medicare employee/union group retiree plans, Health Maintenance Organization plans, affiliated networks, and self-insured employers, and foreign nationals (including citizens, employees, and embassy officials) with state governments which have entered into agreements with USA, (hereinafter referred to collectively as "INSURERS"); and

WHEREAS, USA has a network of contracted facilities, physicians, and ancillary service providers (hereinafter referred to along with Facility as "Providers") available for use by the eligible INSUREDS of various plans contracted with USA, thereby making available to INSUREDS such Providers for health and medical care needs; and

WHEREAS, Facility shall be made available by USA as a convenience to INSUREDS, for the purpose of allowing INSUREDS access to health care and medical care; and

WHEREAS, Facility and its ancillaries (as listed in Exhibit B) desire to contract with USA and its affiliates to provide services to INSUREDS and to accept as payment in full for such services the amounts set forth in the attached Exhibit B; and

WHEREAS, Facility agrees to conduct itself ethically and in a manner which shall preserve and maintain the human dignity and integrity of all patients, and by its attitude and manner shall convey to the patient compassion and concern for the patient's problems. Facility shall dedicate itself to alleviating those problems and providing comfort and care to those in need.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and for good and valuable consideration, the legal adequacy of which is hereby acknowledged, the parties hereby agree as follows:

1. Services to be Provided.

- a) USA does hereby agree to add Facility to its network of Providers, and Facility does hereby agree to comply with USA's policies for facility participation and provide INSUREDS with services that Facility normally and customarily provides, on a 24 hour per day, 7 day per week basis, at the rates set forth in Exhibit B of this Agreement. All services to be provided by Facility under this Agreement shall be performed, or ordered and approved by physicians who are members in good standing of Facility's staff, or who are otherwise authorized by Facility to provide medical care to patients being treated in Facility.
- b) Facility shall provide to USA a current copy of their staff roster and will make available without charge to USA updates as changes occur. Facility shall verify staff privileges upon request by USA and without charge to USA.
- c) Attachment A sets out the specific provisions for Alter-Net and Facility agrees to comply with the terms, provisions and conditions of the applicable Attachment.

2. Rates to be Paid to the Facility.

- a) Facility agrees that any location billing with the tax identification numbers(s) in this Agreement are contractually obligated to all the terms of this Agreement. 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 2(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.
- d) Facility agrees and acknowledges that USA is administrating health care services on behalf of INSURERS under this Agreement. USA will not be responsible or liable for the cost of any services provided to INSUREDS by Facility or for the payment of any claim to Facility.
- e) Facility agrees to participate in the Cost Containment Guidelines as set forth in Exhibit A.

3. Payment of Claim.

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 shall 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 shall 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. Hold Harmless.

a) PPO INSUREDS

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.

b) HMO INSUREDS

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.

5. 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 USA, INSURER or as applicable all federal, state and local agents, copies of all medical records for the purpose of maintaining a quality assurance program, required by USA or INSURER 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 USA to verify and substantiate its provision of medical services, the charges for such services, and the medical necessity for such services.

6. 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 USA 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. While the requirements of the plan, as well as each vendor may vary, Facility agrees, at a minimum to comply with the following:

Non-emergent and/or emergent admissions may require pre-certification/certification to be eligible for full benefits. Facility agrees to phone the appropriate number provided on INSURED'S identification card to determine whether pre-certification/certification is required. Facility agrees to notify the appropriate party prior to the delivery of medical services in non-emergent situations and within forty-eight (48) hours or the next business day in emergent situations. Facility should be prepared to provide the following information:

- a) Patient's name, sex, and date of birth
- b) INSURED'S name, address, social security number, and group/policy number
- c) Name of INSURER
- d) Pre-admission diagnosis(es)
- e) Name, address, and telephone number of the physician
- f) Date of service (admission or procedural date)
- g) Treatment and or surgical procedures

Facility further understands that pre-certification and certification are a determination of medical necessity. Pre-certification/certification shall be granted when the intensity level of the treatment and the level of care are appropriate with respect to the severity of the illness. Medical services will be pre-certified/certified based on the information provided to the appropriate party at the time of notification. Pre-certification and certification are not verification of eligibility and/or benefits. To verify eligibility and/or benefits, Facility must phone the appropriate number listed on INSURED'S identification card.

In the case of an admission, if the medical condition of INSURED is such that he/she cannot be discharged from Facility on the last day certified, Facility must call the appropriate telephone number on INSURED'S identification card on or before the last day certified to determine whether an additional number of days may be certified. Benefits may be reduced for additional days which are not certified.

In the case of an admission, where INSURED'S illness, injury or condition (e.g. coma) prohibits INSURED from cooperating with Facility to identify himself/herself as an INSURED having access to USA's network, Facility agrees to notify the appropriate party as soon as Facility is able to identify INSURED.

Emergent admissions may be payable if they **a)** are certified or **b)** meet the conditions of an emergency as defined below:

An emergency (according to the federal definition) is:

- 1) A medical condition manifesting itself by acute symptoms of sufficient severity (including severe pain) such that the absence of immediate medical attention could reasonably be expected to result in:
 - (i) placing the health of the individual (or, with respect to a pregnant woman, the health of the woman or her unborn child) in serious jeopardy; or
 - (ii) serious impairment to bodily functions; or
 - (iii) serious dysfunction of any bodily organ or part; or
- 2) With respect to a pregnant woman who is having contractions:
 - (i) that there is inadequate time to effect a safe transfer to another hospital before delivery; or
 - (ii) that transfer may pose a threat to the health or safety of the woman or the unborn child.

7. Change in Terms and Benefits.

It is agreed by the parties hereto that the benefits, terms and conditions of the various agreements between INSURER and INSURED of any plan may be changed during the term of this Agreement without notice. However, such changes will not affect this Agreement unless agreed to by Facility and USA.

8. Termination of Coverage of INSUREDS.

Coverage for each INSURED may be terminated by INSURED or INSURER. When an INSURED whose coverage has terminated receives services from Facility, Facility agrees to bill INSURED directly. INSURER shall not be liable to Facility for any bills incurred by an INSURED whose coverage has been terminated.

9. Duration.

The initial term of this Agreement shall be a period of one (1) year from the date of execution of this Agreement by USA. During that time, Facility agrees that the reimbursement rates listed in Exhibit B will not be subject to increase. This Agreement shall automatically renew for successive one (1) year terms on the anniversary date of this Agreement and shall remain in force until termination as provided for in Section 10 (Termination) of this Agreement. Facility shall have the right to submit a proposal for a potential increase or decrease of contractual rates to USA on an annual basis within ninety (90) days of the anniversary date. Facility agrees to allow USA reasonable time to review such proposal and counter-propose if necessary. Facility understands that rates will never be made retroactive.

10. Termination.

After the initial term, either party to this Agreement may elect to terminate this Agreement without cause at any time by giving one hundred eighty (180) days prior written notice to the other party. Said notice shall clearly explain the reason giving rise to termination to be considered in compliance with this Section.

USA may terminate this Agreement for immediate cause, which includes, but is not limited to, the following:

- a) Facility's filing of bankruptcy (whether voluntary or involuntary), declaration of insolvency, or the appointment of a receiver or conservator of its assets.
- b) Facility's failure to maintain appropriate accreditation by agencies approved by USA.

In the event this Agreement is terminated for immediate cause, termination shall be effective upon receipt of written notification.

USA may also terminate this Agreement for reasons other than immediate cause. Those reasons may include, but are not limited to, a breach of any provision contained in this Agreement, habitual neglect, or the continued failure of Facility to perform its professional duties. If termination is for reasons other than immediate cause, USA will notify Facility in writing, stating the reason for termination, and giving Facility sixty (60) days in which to cure.

If Facility has failed to effect a satisfactory cure, within the sixty (60) day cure period, of all reasons 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.

11. Notice to INSURER of Termination of Agreement.

In the event this Agreement is terminated by either party in accordance with the procedure set forth herein, USA will notify INSURER. Facility shall notify INSURED, prior to giving service that this Agreement is no longer in effect.

12. Accuracy of Information.

Facility represents and warrants that all information provided USA is true and accurate in all respects and acknowledges that USA is relying on the accuracy of such information in entering into and continuing the term of this Agreement. Facility shall promptly notify USA, without request, of any change in the information provided.

13. Independent Contractor.

- a) In entering into and complying with this Agreement, USA 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 shall be responsible for the services provided to each INSURED that uses Facility's services.

14. 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 any Confidential Information is disclosed shall use its best efforts, consistent with the manner in which it protects its own Confidential Information, to preserve the confidentiality of any such Confidential Information which such party knows or reasonably should know that the other party deems to be Confidential Information.

The party to whom Confidential Information is disclosed shall not use said information to the disadvantage of or in competition against the disclosing party. It is understood by each party that any Confidential Information disclosed is non-public information which is of great value to the disclosing party and that a breach of the foregoing confidentiality provision would cause irreparable damage. In the event of such breach, 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.

15. Disputes.

USA agrees to attempt resolution of any dispute that may arise between Facility and INSURER from services delivered by Facility to an INSURED of INSURER. USA will act as a mediator between Facility and INSURER to resolve the dispute. Facility agrees to cooperate with USA acting as mediator, and INSURER in resolving the dispute. Cooperation includes providing any documentation requested by USA. If the mediation does not result in the resolution of the dispute, USA 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 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

16. Indemnification.

Facility agrees to indemnify USA from any and all liability, loss, damage, claim or expense of any kind whatsoever, including costs and attorneys' fees which result from negligent or reckless acts or omissions by Facility, its agents or employees, directors or officers regarding the duties and obligations of Facility under this Agreement.

USA agrees to indemnify Facility from any and all liability, loss, damage, claim or expense of any kind, whatsoever, including costs and attorneys' fees which result from negligent or reckless acts or omissions by USA, its agents or employees, directors or officers regarding the duties and obligations of USA under this Agreement.

17. Notices.

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

a) If to USA:

USA MANAGED CARE ORGANIZATION, INC.
4609 Bee Caves Road, Suite 200
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 USA.

18. Attorney's Fees.

If it shall become necessary for either USA or Facility to employ an attorney to enforce or defend its rights under this Agreement, the non-prevailing party in any arbitration, legal action or proceeding shall reimburse the prevailing party for its reasonable attorney's fees and costs of suit, in addition to any other relief to which such party is entitled.

19. 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.

20. Waiver.

A party's waiver of a breach of any provision of this Agreement shall not constitute a waiver of any subsequent breach of the same or another provision contained in the Agreement. A party's subsequent acceptance of performance by the other party shall not be construed as a waiver of a preceding breach of this Agreement other than failure to perform the particular duties so accepted.

21. Controlling Law.

This Agreement and all questions relating to its validity, interpretation, performance and enforcement shall be governed by and construed in accordance with the laws of the state where services are being provided.

22. Conformity with State Statutes.

Any provision of this Agreement which is in conflict with the statutes, local laws, or regulations of the state in which services are provided, is hereby amended to conform to the minimum requirements of such statutes.

23. Entire Agreement.

This Agreement, and Exhibits A and B 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 34 (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 USA. 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 but not limited to any INSUREDS and INSURERS, shall be required to consent or 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.

24. Title Not to Affect Interpretation.

The paragraph and subparagraph headings in this Agreement are for convenience only and form no part of this Agreement and shall not affect its interpretation.

25. 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.

26. Force Majeure.

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 acts of God, 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.

27. Survival.

In the event this Agreement is terminated as set forth herein, Sections 4, 14, 16, 18, 21, 27, 28 and 33 shall survive the termination of this Agreement.

28. Termination Responsibilities.

In accordance with Section 10 (Termination) or any termination of this Agreement, said termination shall have no effect upon the rights or obligations of the parties arising out of any transactions occurring prior to the effective date of such termination. Facility agrees to accept, as payment in full, the rates in Exhibit B for services rendered to an INSURED who is inpatient upon the effective date of such termination, until INSURED is discharged or safely transferred to a participating USA facility.

29. Discrimination.

Facility agrees to provide services for INSUREDS within the normal scope of Facility's medical practice. These services shall be accessible to INSUREDS, and made available to them, without limitation or discrimination, to the same extent as they are made available to other patients of Facility, and in accordance with accepted medical and professional practices and standards applicable to Facility's other patients.

30. Network Recognition.

USA maintains a current contracted carrier/payor (INSURER) list indicating clients who have directly contracted with USA for use of USA's network and services. INSURERS shall identify USA's network with USA's name or logo on the INSURED's identification card or explanation of benefits.

31. Insurance.

Facility shall, at its expense, carry and provide USA 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.

32. Licensure.

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.

33. Claim Disputes.

Facility may, for a period of 90 (ninety) days from the receipt of payment of a claim, review the payment and provide to INSURER written notice of any perceived underpayment. INSURER shall reimburse Facility the amount of the underpayment within 30 (thirty) days provided documentation substantiates the payment error. After the 90 (ninety) day period has expired, payment of that claim is final and may not be disputed for any reason.

34. Network Products or Services.

USA 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 USA 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: USA 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 USA and Facility unless within the thirty (30) day period Facility notifies USA 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 USA 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.

35. Assignment. (TN Facilities Only)

- a) Facility acknowledges that a listing of contracted Facility are leased to USA's payors or agents, including workers' compensation insurers or self-funded insureds (INSURERS).
- b) Facility acknowledges that INSURERS may pay Facility according to the payment schedule outlined in Exhibit B, even if less than the state workers' compensation fee schedule.

Upon renewal of this Agreement and USA's receipt of written notice by Facility, Facility may elect to decline to participate with USA solely to serve workers' compensation INSURERS.

36. Assignment of Agreement by USA.

Facility agrees that USA 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) USA may sell, assign or transfer its Medigap product to a third party without the consent of Facility. If any part or all of USA's 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 USA 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.

37. Assignment of Agreement by Facility.

USA 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 USA 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 USA 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 USA 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.

This Agreement is effective upon the date of execution by USA.

For and on behalf of:
USA MANAGED CARE ORGANIZATION, INC.
4609 Bee Caves Road, Suite 200
Austin, Texas 78746

For and on behalf of:

Billing Tax Identification Number

Date

Date

Signature

Signature

Printed Name

Printed Name

Title

Title

ATTACHMENT A

USA MANAGED CARE ORGANIZATION, INC. POLICIES FOR FACILITY PARTICIPATION ALTERNET MEDICAL SERVICES, INC.

Pursuant to the agreement of the parties set out in Section 1(a) of the Health Care Ancillary Agreement, USA Managed Care Organization, Inc. (USA) has adopted the following policies and procedures for Facility participation in Alter-Net Medical Services, Inc. (Alter-Net).

For and in consideration of the mutual promises and the agreement to provide the services as stated below, Facility and Alter-Net agree as follows:

1. Facility agrees to become a member of the Alter-Net Network and to deliver and perform all health care services that are authorized by Facility's state license to offer the public of that state to the Insureds that are referred to Facility by Alter-Net or the Insurer.
2. Alter-Net agrees to identify Insureds to Facility by causing the Insurer to identify Alter-Net on explanation of benefits (EOB) and/or electronic remittance advice (ERA).
3. Facility agrees that any Practitioner whose bills are submitted with the Facility's tax identification number(s) are subject to the terms of this Agreement.
4. Facility agrees to accept as payment in full for services provided to an Insured the rates established in the Exhibit B, not to exceed billed charges. Rates in the Exhibit B represent the total amount to be received by Facility including any co-payment, co-insurance and/or deductible paid by Insured.

By accepting the sum stated above as payment in full for all health care services rendered to and delivered to an Insured, Facility agrees that it will not attempt to collect the difference between the gross amount billed to an Insurer or Insured for the healthcare services provided to the Insured and the amount accepted as payment in full from an Insurer or Insured. In other words, Facility agrees that it will not "balance bill" any Insured for health care services rendered and delivered by Facility or Facility's employees or practitioners to an Insured.

5. Facility agrees that Alter-Net is not assuming any liability for the quality of care delivered by Facility or Facility's employees or practitioners. Facility agrees to indemnify Alter-Net and hold Alter-Net harmless from any claim asserted by any Insured against Alter-Net arising out of any health care service provided by Facility or Facility's employees or practitioners to an Insured.
6. If the health care service delivered to an Insured by Facility arises out of a work-related injury or illness, Facility agrees to accept as payment in full for those services the rates established in the Exhibit B, not to exceed billed charges. Rates in the Exhibit B represent the total amount to be received by Facility.
7. This Agreement is made and is enforceable under the laws of the State of Texas. Jurisdiction for any dispute over the terms of this Agreement, the enforcement of this Agreement or payment provided in this Agreement Amendment lies in a court of competent jurisdiction in the State of Texas.

EXHIBIT A

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.

EXHIBIT B

PPO Payment Schedule

**NOT VALID WITHOUT SIGNED
EXHIBIT B PPO
Payment Schedule**

Please contact USA MCO for a complete payment schedule

Network Development
800-872-0820 ext. 4887
Or providermarketinginfo@usamco.com

EXHIBIT B

1. Billing Name on UB and/or HCFA : _____
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 check all that apply and be as specific as possible):

- | | | | |
|--|--------------------------------------|---|---|
| <input type="checkbox"/> Chemical Dependency | <input type="checkbox"/> DME | <input type="checkbox"/> Emergency Medicine | <input type="checkbox"/> Home Health |
| <input type="checkbox"/> Laboratory | <input type="checkbox"/> Mammography | <input type="checkbox"/> Occupational Medicine | <input type="checkbox"/> Occupational Therapy |
| <input type="checkbox"/> Physical Therapy | <input type="checkbox"/> Radiology | <input type="checkbox"/> Skilled Nursing Facility | <input type="checkbox"/> Sleep Diagnostic |
| <input type="checkbox"/> Sleep Diagnostic | <input type="checkbox"/> Urgent Care | <input type="checkbox"/> Other _____ | <input type="checkbox"/> Other _____ |

This entity is currently accredited / certified by the following (please circle all that apply): Joint Commission on Accreditation of Healthcare Organizations (JCAHO), American Association for Ambulatory Health Care (AAAHC), American Association of Blood Banks (AABB), American College of Radiology (ACR), American College of Surgeons Cancer on Commission (ACS), Commission on Accreditation of Rehabilitation Facilities (CARF), American Society for Histocompatibility & Immunogenetics (ASHI), Commission on Office Laboratory (COLA), Accreditation Community Health Accreditation Program (CHAP), College of American Pathologists (CAP), and Medicare.

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

For and on behalf of:

USA MANAGED CARE ORGANIZATION, INC.
4609 Bee Caves Road, Suite 200
Austin, Texas 78746

Date

Signature

Printed Name

Title

For and on behalf of:

Date

Signature

Printed Name

Title

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 **USA, its affiliates and/or agents**, has a valid interest in obtaining and verifying information for the purpose of evaluating Facility's credentials and qualifications. USA 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 USA that the information provided is accurate and complete.
- ii. Facility authorizes **USA** to consult with insurance carriers, and any and all state/federal licensing agencies, to obtain and verify Facility's qualifications. Facility releases **USA** 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 **USA** 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 USA PROMPTLY IF ANY MATERIAL CHANGE IN SUCH INFORMATION OCCURS, WHETHER BEFORE OR AFTER ENTERING INTO AN AGREEMENT WITH USA.**

Please return this form to: **USA Managed Care Organization, Inc., Attn: Network Development, 4609 Bee Caves Road, Suite 200, Austin, Texas 78746.**

Signature: _____ Date: _____

Address: _____

Telephone: _____

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

PROVIDER REFERRALS

In an effort to assist USA in developing a comprehensive network, providing for a full continuum of care, please provide a name and number for those entities you commonly refer patients to:

Services Provided	Ancillary/Hospital/Provider Name & Address	Contact Name	Telephone No.
			()
			()
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			()

**Contact Sheet
For**

(Facility Name)

The following person(s) will be the USA'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 USA is notified, in writing, by the above mentioned facility of any changes.