

HEALTH CARE SERVICE PROVIDER AGREEMENT

THIS Agreement is made by and between _____ (hereinafter referred to as "Provider"), a physician, group of physicians or similar provider of health care services or items, licensed to practice medicine and/or provide medical services in the state or states where services 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 administering 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 Provider 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 Select plans, Medicare Advantage plans, Health Maintenance Organization plans, affiliated networks, 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, providers and other ancillary service providers (hereinafter referred to along with Provider 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, Providers shall be made available by USA as a convenience to INSUREDS for the purpose of allowing INSUREDS access to health and medical care; and

WHEREAS, Provider desires 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, Provider agrees to conduct himself/herself ethically and in a manner that shall preserve and maintain the human dignity and integrity of all patients, and by their attitude and manner shall convey to the patient compassion and concern for the patient's problems. Provider shall dedicate himself/herself 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 Provider to its network and Provider hereby agrees to comply with USA's policies for Provider participation including cooperation with USA's credentialing and recredentialing process and to provide INSUREDS with medical/surgical care in their medical specialty(ies) and exercise their best medical judgment in the treatment of the eligible INSUREDS. Provider agrees to practice within the scope of his/her licensure. With respect to such services, Provider agrees to accept the rates set forth in Exhibit B of this Agreement, as full compensation for such services. Provider agrees to provide 24 hours per day, 7 days per week call coverage. Attachment A sets out the specific provisions for Alter-Net and Provider agrees to comply with the terms, provisions and conditions of the applicable Attachment A.
- b) **HOSPITALIZATION-REFERRALS:** Provider agrees that when hospitalization is necessary, they will arrange for hospitalizing INSUREDS in participating USA facilities when consistent with good medical practice. A toll-free number will be provided on INSURED'S I.D. card to obtain the names and locations of such participating USA facilities.

Those physicians without clinical privileges agree that when hospitalization is necessary, they will refer INSUREDS to a USA contracted participating provider who can admit INSURED to a participating USA facility when consistent with good medical practice. A toll free number will be provided on INSURED'S I.D. card to obtain the names and locations of such participating USA Providers.

- c) **SPECIALIST-REFERRALS:** Provider agrees to refer INSUREDS to a USA contracted participating specialist when necessary, and when consistent with good medical practice. Provider further agrees to use the services of other USA contracted ancillary service providers when necessary and when consistent with good medical practice. A toll-free number will be provided on INSURED'S I.D. card to obtain the names and locations of such specialists participating with USA.

2. Rates to be Paid to Provider.

- a) Provider agrees that any Practitioner billing with the tax identification numbers(s) in this Agreement are contractually obligated to all the terms of this Agreement. Provider, 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 Provider including any co-payments, co-insurance and/or deductibles paid by INSUREDS. INSURER shall pay the amount due to Provider for services rendered to INSURED, based on the provisions of the applicable plan and Provider agrees to look to INSURER for the payment of such

covered services except for any amounts required to be paid by INSURED pursuant to Subparagraph 2(c). Payments will be made to Provider for medical services actually rendered and only after submission of a claim.

- b) Provider agrees to provide services under this Agreement for the treatment and care of illnesses, injuries or conditions of INSUREDS. In the event a third party other than INSURER should have primary responsibility for payment of services provided an INSURED, Provider agrees to collect payment from such other source prior to requesting payment from INSURER. Any payment made by INSURER to Provider for obligations which are the primary responsibility of a third party shall be refunded to INSURER by Provider. By executing this Agreement, Provider 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 Provider 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 Provider is responsible for collection of such payments.
- d) Provider 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 Provider or for the payment of any claim to Provider.
- e) Provider 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-payments, co-insurance and/or deductibles. Provider agrees to bill at their usual and customary rate and further agree not to bill for the difference between Provider's usual and customary rates and the rates set forth on Exhibit B. INSURER shall make payments within thirty (30) days of receipt of claims, unless written notice of dispute or discrepancy is mailed to Provider within thirty (30) days. If claim is not paid within thirty (30) days on undisputed claims and ninety (90) days on disputed claims, Provider shall have the right to deny the negotiated rates set forth on Exhibit B and seek full billed charges.

4. Hold Harmless.

a) PPO INSUREDS

Provider agrees that INSURER is responsible for payment of Provider's compensation pursuant to this Agreement. Provider 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. Provider 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, Provider may bill INSURED for services rendered.

b) HMO INSUREDS

Provider hereby agrees that in no event, including but not limited to non-payment by INSURER, INSURER insolvency, or breach of this Agreement, shall Provider 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.

Provider 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 Provider and INSURED or persons acting on their behalf. Any modifications, additions or deletions 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, Provider shall 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) Provider 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 Provider 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. Provider understands that it is his/her responsibility to verify eligibility and benefits, allowing Provider to determine, if/when pre-certification (pre-authorization) and certification (authorization) is required by the plan. Provider 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 benefit/eligibility verification.

Provider 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, Provider agrees, at a minimum to comply, free of charge, with the following:

Non-emergent and/or emergent facility admissions may require pre-certification/certification to be eligible for full benefits. Provider agrees to phone the appropriate number provided on INSURED'S identification card to determine whether pre-certification/certification is required. Provider 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. Provider 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 procedure date)
- g) Treatment and or surgical procedures

Provider 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, Provider 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 the facility on the last day certified, Provider must call the appropriate telephone number on INSURED'S identification card on or before the last day certified to determine whether additional 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 Provider to identify himself/herself as an INSURED having access to USA's network, Provider agrees to notify the appropriate party as soon as Provider 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 Provider 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 Provider, Provider agrees to bill INSURED directly. INSURER shall not be liable to Provider 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, Provider agrees that the reimbursement 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.

10. Termination.

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 at any time for immediate cause, which includes, but is not limited to:

- a) The failure of Provider to maintain or obtain a license to practice medicine in the state where services are provided.
- b) The failure of Provider to obtain and/or maintain hospital privileges at a hospital or ambulatory health care facility contracted with USA.
- c) The cancellation of Provider's coverage or insurability under his/her professional liability insurance.
- d) The conviction of Provider of a felony.
- e) Death of Provider.
- f) Unprofessional conduct by or on behalf of Provider as defined by the laws of the state where services are rendered.
- g) Provider's filing of bankruptcy (whether voluntary or involuntary), declaration of insolvency, or the appointment of a receiver or conservator of his/her assets.

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 Provider to perform his/her professional duties. If termination is for reasons other than immediate cause, USA will notify Provider in writing, stating the reason for termination, and giving Provider sixty (60) days in which to cure.

If Provider 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. Provider agrees to notify INSUREDS, prior to giving service, that this Agreement is no longer in effect.

12. Accuracy of Information.

Provider represents and warrants that all information provided to 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. Provider 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 is at all times performing as an independent contractor. 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) Provider shall be responsible for the treatment and medical care provided to each INSURED that Provider treats.

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 a 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 Provider and INSURER from services delivered by Provider to an INSURED of INSURER. USA will act as a mediator between Provider and INSURER to resolve the dispute. Provider 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. Responsibility of the Parties.

Each party agrees it shall not be responsible for any claims, losses, damages, liabilities, costs, expenses or obligations arising out of or resulting from the negligent or willful misconduct of the other party, its officers, employees or agents in the performance of services pursuant to 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 Provider:

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 Provider at the most current address on file with USA.

18. Attorney's Fees.

If it shall become necessary for either USA or Provider 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 term of this Agreement shall not constitute a waiver of any subsequent breach of the same or another term 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, Attachment A, 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 Provider 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 they form no part of this Agreement and shall not affect its interpretation.

25. Peer Review.

Provider acknowledges USA's commitment to quality assurance and is willing to participate in peer review programs. USA agrees to compensate Provider one hundred dollars (\$100.00) for peer review participation.

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, or any product herein 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. Provider 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 or undergoing a course of treatment, until INSURED is discharged or safely transferred to a participating USA facility, or completes said course of treatment.

29. Discrimination.

Provider agrees to provide services for INSUREDS within the normal scope of Provider'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 Provider, and in accordance with accepted medical and professional practices and standards applicable to Provider'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.

Providers shall, throughout the duration of this Agreement, maintain and provide USA with evidence of malpractice insurance, professional liability insurance, a program of self-insurance, an escrow account or other equivalent means to demonstrate Providers' ability to insure against, protect, or pay malpractice claims in an amount which is the greater of that which is required by the state in which services are rendered, that amount which is required by Facility to maintain active clinical privileges or one hundred thousand dollars (\$100,000) per occurrence and three hundred thousand dollars (\$300,000) in the aggregate.

32. Licensure.

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

33. Claim Disputes.

Provider may, for a period of ninety (90) 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 Provider 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.

34. Network Products or Services.

USA advises Provider that from time to time it may develop other products or services that will benefit participating network providers. 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 Provider 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 Provider 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 Provider unless within the thirty (30) day period Provider 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 Provider notifies USA that it does not accept the Amendment, then Provider 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 of Agreement by USA.

Provider 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 Provider, 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 Provider. If any part or all of USA's rights or interest in this Agreement is assigned or transferred, Provider 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 Provider 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.

36. Assignment of Agreement by Provider.

USA agrees that Provider 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 Provider'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 Provider 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. Provider 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 Provider 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 Provider.

37. Assignment. (TN Providers Only)

- a) Provider acknowledges that a listing of contracted Providers are leased to USA's payors or agents, including workers' compensation insurers or self funded insureds (INSURERS).
- b) Provider acknowledges that INSURERS may pay Provider 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 Provider, Provider may elect to decline to participate with USA solely to serve workers' compensation INSURERS.

36. Execution in Counterparts.

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

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**

Date

Signature

Printed Name

Title

For and on behalf of:

Billing Tax Identification

Date

Signature

Printed Name

Title

ATTACHMENT A

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

Pursuant to the agreement of the parties set out in Section 1(a) of the Health Care Provider Agreement, USA Managed Care Organization, Inc. (USA) has adopted the following policies and procedures for Provider 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, Provider and Alter-Net agree as follows:

1. Provider agrees to become a member of the Alter-Net Network and to deliver and perform all health care services that are authorized by Provider's state license to offer the public of that state to the Insureds that are referred to Provider by Alter-Net or the Insurer.
 2. Alter-Net agrees to identify Insureds to Provider by causing the Insurer to identify Alter-Net on explanation of benefits (EOB) and/or electronic remittance advice (ERA).
 3. Provider agrees that any Practitioner whose bills are submitted with the Provider's tax identification number(s) are subject to the terms of this Agreement.
 4. Provider 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 provider 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, Provider 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, Provider agrees that it will not "balance bill" any Insured for health care services rendered and delivered by Provider or Provider's employees or practitioners to an Insured.
5. Provider agrees that Alter-Net is not assuming any liability for the quality of care delivered by Provider or Provider's employees or practitioners. Provider 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 Provider or Provider's employees or practitioners to an Insured.
 6. If the health care service delivered to an Insured by Provider arises out of a work-related injury or illness, Provider 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 provider.
 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. Provider agrees to provide health care service in conformity with accepted prevailing medical, surgical, chiropractic, physical therapy and mental health/substance abuse practices in the community in which Provider practices.
2. Provider agrees to utilize participating facilities, providers, and ancillary services (i.e., laboratory, x-ray, ultrasound, Hubbard Tank, isokinetic equipment, etc.) when not available in Provider's office and when consistent with good medical practice.
3. Provider agrees to perform pre-admission testing whenever INSURED is to be hospitalized.
4. Provider agrees to encourage the use of generic drugs, whenever medically possible, and when in the best interest of the patient.
5. Provider agrees not to bill separately for components of a procedure to increase reimbursement.
6. While Utilization Management is primarily conducted by telephone, certain situations may require an on-site visit. Should this occur, Provider agrees to accept Utilization Review Representatives on Provider's office setting for the purpose of reviewing medical records pertinent to continued stay or retrospective review of INSURED. Utilization Review Representatives agree to conduct reviews in accordance with Provider's policies.
7. Provider agrees to promote and implement the aggressive treatment of an INSURED that will encourage the timely return to a quality standard of life as well as employment.
8. Provider agrees to follow treatment guidelines equivalent to those required by the state in which Provider provides services or as outlined by Provider's specialty.
9. Provider agrees to ONLY provide those services actually necessary to effectively treat an INSURED and ONLY provide treatment that does not constitute "maintenance care". Maintenance care is defined as treatment that has no definable condition and the treatment goal is only to maintain INSURED'S condition of health. Provider agrees to ONLY perform those tests which are needed to properly diagnose and treat INSURED.

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

In addition to the above, when Provider is treating a work-related illness/injury;

1. Provider agrees to provide INSURED with a return to work agenda, treatment plan and Provider's expectations of functional capacity concurrent with treatment. Provider agrees, with the proper patient consent, to share this information with case managers assigned to the claim, adjusters, employers and other health care professionals who may be involved with the claim.
2. Provider agrees when performing and/or assisting in the assessment of INSURED for the purpose of establishing Impairment Ratings and Disability Ratings, to utilize AMA Guidelines to Physical Impairment or those guidelines that may be required by the state in which Provider provides services.

EXHIBIT B
Payment Schedule

NOT VALID WIHOUT SIGNED
EXHIBIT B PPO
Payment Schedule

Please contact USA MCO for complete Exhibit B

Provider Enrollment
800 - 872 - 0820 ext. 4887
providerenrollment@usamco.com

PROVIDER APPLICATION
Please complete ONE application for each Practitioner

DIRECTORY/BILLING INFORMATION				
Last Name		First Name		M.I.
Jr., Sr., as applicable				
Gender (M/F)	Birth Date (mm/dd/yy)	Professional Degree	Tax I.D. Number (Billing Purposes <input type="checkbox"/> Yes <input type="checkbox"/> No)	
Clinical Name or D.B.A. Name				
NP, CRN FA or PA Supervising/Authorizing Physician:				
Last Name, First Name, Prof. Degree _____				
Address and Phone _____				
Office Location (Attach additional directory addresses if applicable)			Service Phone: (____) _____	
Address: _____			Service Fax: (____) _____	
City, State, Zip: _____			E-mail : _____	
Billing Address (if different from above)			Billing Phone: (____) _____	
Address: _____			Billing Fax: (____) _____	
City, State, Zip: _____			Repricing Statement E-mail : _____	
SERVICES AND SPECIALTIES PROVIDED AND BILLED BY PROVIDER				
(Please Check All That Apply)				
<input type="checkbox"/> Emergency Medicine	<input type="checkbox"/> Hand Surgery	<input type="checkbox"/> Head and Neck Surgery	<input type="checkbox"/> Other _____	
<input type="checkbox"/> Neuro/Spine Surgery	<input type="checkbox"/> Occupational Medicine	<input type="checkbox"/> Occupational Therapy	<input type="checkbox"/> Other _____	
<input type="checkbox"/> Physical Therapy	<input type="checkbox"/> Plastic Surgery	<input type="checkbox"/> Reconstructive Surgery	<input type="checkbox"/> Other _____	
ACCEPTING NEW MEDICARE PATIENTS	OFFERS TELE-HEALTH	LANGUAGE SPOKEN		
<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> English Only	<input type="checkbox"/> Secondary Language _____	
LICENSURE/INSURANCE INFORMATION				
License Number:	State	Effective Date:	Expiration Date:	
Federal DEA Number:	State	Effective Date:	Expiration Date:	
CLIA Number:	State	Effective Date:	Expiration Date:	
Medicaid Number:	Medicare Number:		NPI (Required):	
Malpractice/Professional Liability Insurance Company Name (Attach Insurance Face sheet):		Policy Number:	Expiration Date:	
HOSPITAL/SURGICENTER STAFF PRIVILEGES				
(Attach additional Staff Privileges)				
Facility _____	City _____		Type of Privileges: <input type="checkbox"/> Consulting <input type="checkbox"/> Medical Associates	
Address _____	State _____ ZIP _____		<input type="checkbox"/> Active <input type="checkbox"/> Courtesy <input type="checkbox"/> Privs w/o Membership	
			<input type="checkbox"/> Allied Health <input type="checkbox"/> Honorary <input type="checkbox"/> No Privileges	
			<input type="checkbox"/> Clinical <input type="checkbox"/> Provisional/Temp <input type="checkbox"/> _____	
CONSENT/REPRESENTATIONS AND WARRANTIES				
I authorize USA to consult with hospital administrators, members of medical staffs, malpractice carriers and other persons to obtain and verify my credentials and qualifications as a provider. I release 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 my application.				
Applicant's Signature: _____			Date: _____	
Supervising Physician's Signature: _____			Date: _____	

Please return this form and a copy of the provider's COI by email to: ProviderEnrollment@usamco.com

Or by mail to: USA Managed Care Organization, Inc., Attn: Network Development
4609 Bee Caves Road, Suite 200, Austin, Texas 78746

**Contact Sheet
For**

(Provider or Provider Group Name)

The following person(s) will be the USA's contact(s) for the above named provider or provider group.

CONTRACTING:

Name _____	Title _____
E-mail Address: _____	
Telephone (_____) _____	Fax Number: (_____) _____

PROVIDER UPDATES:

Name _____	Title _____
E-mail Address: _____	
Telephone (_____) _____	Fax Number: (_____) _____

CEO / PRESIDENT / DIRECTOR:

Name _____	Title _____
E-mail Address: _____	
Telephone (_____) _____	Fax Number: (_____) _____

This information shall remain valid until USA is notified, in writing, by the above mentioned provider group of any changes.

PATIENT REFERRALS

In an effort to maintain in-network adequacy for patients, please complete the following information for each entity Provider refers to commonly.

Name _____
Address _____
City, State, Zip _____
Services Provided _____
Contact Name _____ Telephone (_____) _____

Name _____
Address _____
City, State, Zip _____
Services Provided _____
Contact Name _____ Telephone (_____) _____

Name _____
Address _____
City, State, Zip _____
Services Provided _____
Contact Name _____ Telephone (_____) _____

Name _____
Address _____
City, State, Zip _____
Services Provided _____
Contact Name _____ Telephone (_____) _____

Name _____
Address _____
City, State, Zip _____
Services Provided _____
Contact Name _____ Telephone (_____) _____