



STANDARD CHIROPRACTOR AGREEMENT & SIGNATURE PAGE


This Agreement is made by and between Soteria Healthcare Network, Inc., (herein "Soteria"), a Georgia for-profit corporation and _____ (herein "Provider") a health care provider holding a license to provide health care services in the State of _____. The effective date of this Agreement shall be the date all required information and enrollment fees are received by Soteria that is _____ (Mo.)/_____ (Day)/____20____ (Year) ("Effective Date").

IN WITNESS WHEREOF, Provider has executed this Agreement, effective as of the date and year indicated above.

"SOTERIA"

NAME: _____
Signature: _____
Title: Managing Director Date: _____/_____/____20____

"PROVIDER"

NAME: _____
Signature:  _____ Date: _____
License #: _____
NPI #: _____ TIN: _____
Telephone #: _____ Fax #: _____
Clinic/Organization Name & Address: _____

Please Sign And Complete The Above Information. And Return Only This Page With Your Application.

Please Keep The Other Pages For Your Records. Upon Final Approval and Credentialing By Soteria, A New Signature Page Will Be Sent To You With Soteria's Signature.

**If You Have Any Questions Or Comments, Please Call The Soteria Credentialing Department At
(770) 455-8190 Ext. 127 or (800) 816-2671 Ext. 127**



WHEREAS, Soteria contracts with certain doctors of CHIROPRACTIC, medical physicians, diagnostic and rehabilitation centers and other health care professionals to provide access, at a reasonable cost, to comprehensive, integrated health care services to individuals and persons covered by health care plans, workers' compensation insurance plans, auto liability plans or programs which are offered or administered by persons with which Soteria contracts; and

WHEREAS, Provider desires to participate in Soteria and become a member of the panel of participating CHIROPRACTORS, medical physicians, and other health care providers providing health care services to the beneficiaries of the health care, workers' compensation or auto liability plans offered or administered by Soteria and clients under contract with Soteria.

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

1. DEFINITIONS. For purposes of this Agreement the following terms shall be defined as follows:

1A. "Beneficiary" means an employee, dependent or individual covered under or entitled to benefits from or through a Payor or a participant in the "Value Plan".

1B. "Health Care Services" means the performance of services for which the Health Care Provider is duly licensed to perform in accordance with existing state law.

1C. "Soteria Provider" means a duly licensed health care services provider who has entered into a Provider Agreement with Soteria to provide health care services to Beneficiaries and whose Provider Agreement is then current.

1D. "Non-Soteria Provider" means health care providers not participating with or contracted by Soteria.

1E. "Medical Necessity or Medically Necessary" means services or supplies which, under the provisions of this Agreement are: (1) provided for the diagnosis, treatment, cure, or relief of a health condition, illness, injury, or disease; and not for experimental, investigational, or cosmetic purposes; (2) necessary for and appropriate to the diagnosis, treatment, cure, or relief of a health condition, illness, injury, disease, or its symptoms; (3) within generally accepted standards of care in the community; and (4) not solely for the convenience of the insured, the insured's family, or the Provider.

1F. "Payor" means a workers' compensation, liability, group health, self-insured employer, union trust, self-insured workers' compensation trust or fund, employer, preferred provider organization, health maintenance organization or other managed care plan, or a party acting on such an entity's behalf which has entered into a contract with Soteria with respect to the provision of health care services by Soteria Providers to Beneficiaries.

1G. "Payor Contracts" means an agreement between Soteria and a Payor pursuant to which Soteria agrees to arrange for the delivery of Soteria Provider's professional services within the Provider's training and experience to Beneficiaries.

1H. "Program" means the network of Soteria Providers made available to the Beneficiaries of Payors by Soteria and the utilization review, quality assurance, marketing, claims repricing, credentialing, discount plans, consulting and other services provided or offered by Soteria in connection with the network.

1I. "Risk-Sharing Agreement" means an arrangement to provide provider services in which (1) the arrangement does not restrict the ability, or facilitate the refusal, of Providers participating in the arrangement to deal with Payors individually or through another arrangement, and (2) all Providers participating in the arrangement share substantial financial risk from their participation in the arrangement through: (a) the provision of provider services to Payors at a capitated rate; (b) the provision of provider services for a percentage of premium or revenue from Payors; (c) the use of significant financial incentives (e.g., substantial withholds) for its Participating Providers, as a group, to achieve specified cost-containment goals; or (d) the provision of a complex or extended course of treatment that requires the substantial coordination of care by physicians in different specialties offering a complementary mix of services, for a fixed, predetermined payment, where the costs of that course of treatment for any individual patient can vary greatly due to the individual patient's condition, the choice, complexity, or length of treatment, or other factors.

1J. "Value Plan" means an arrangement to provide health care services to Beneficiaries at a discounted fee. Beneficiaries are responsible for payment and no insurance is involved.

2. PROVIDER SERVICES AND RESPONSIBILITIES.

2A. Provider Commitment. Provider shall cooperate fully with Soteria to provide appropriate and cost-competitive care to Beneficiaries through the application of efficient and aggressive utilization management programs as provided in this Agreement.

2B. Professional Services. Provider shall, within the scope of Provider's licensure, training and experience, and subject to Provider's standard operating policies and procedures, provide all Medically Necessary Health Care Services to Beneficiaries which are in accordance with the respective contract between Soteria and Payor. Provider shall provide Health Care Services to Beneficiaries in the same manner as those services are provided to all other of Provider's patients, utilizing resources and materials according to good standards of CHIROPRACTIC care. Provider shall not discriminate against any Beneficiary, nor deny limit nor condition any coverage of benefits to a Beneficiary in the provision of health care services. Provider is responsible for maintaining an appropriate doctor/professional-patient relationship with individual Beneficiaries and none of the provisions contained in this agreement has or is intended to have an effect of infringing upon Provider's relationships with individual patients.

2C. Access to Care. Provider agrees to provide Health Care Services in a manner to afford timely access to Beneficiaries for care. Accordingly, Provider shall maintain office hours which are adequate to service the health care needs of Beneficiaries. Provider further agrees to treat Beneficiaries during Provider's regular business hours, subject to prior appointments, except that for emergency or other extraordinary situations, Provider shall treat Beneficiaries in a manner required by sound health care practices. Provider agrees that Beneficiaries requiring: (1) emergency care shall be handled and referred as deemed necessary for the good of the Beneficiary and in accordance with sound health care practices; (2) urgent care shall be seen the same day or referred to another Soteria Provider, if available, or appropriate medical or health care specialist; (3) non-urgent care shall be seen within forty-eight (48) hours or referred to another Soteria Provider, if available, or appropriate health care Provider.



2D. Licenses and Insurance. Provider has and shall throughout the term of this Agreement maintain in good standing all licenses and permits required by state law for Providers profession. Provider has and shall throughout the term of this Agreement maintain professional liability (malpractice) Insurance with minimum coverage amounts of \$1 million/\$3 million or as determined by Soteria Healthcare to be an appropriate level for the Health Care Provider's specialty. Provider shall also maintain adequate property liability Insurance with minimum coverage amounts as established from time to time by the Soteria Board of Directors. Failure to maintain said licenses and liability Insurance shall be grounds for immediate termination of this Agreement. If Provider obtains a claims-made Insurance policy to fulfill his/her obligations under this Section, Provider agrees to (1) maintain coverage with the same company during the term of this Agreement and for at least ten years following termination of this Agreement, or (2) purchase extended reporting requirement coverage ("tail coverage") upon termination or expiration of any claims-made policy. Evidence of licenses and Insurance shall be provided to Soteria upon request. Provider shall notify Soteria of any change in the information regarding such insurances including a minimum of thirty (30) days prior notice of any change in insurance status or policy information.

2E. Adverse Action/Change in Status. Provider shall notify Soteria immediately if any action or sanctions are taken in respect to Provider's licenses, certifications or permits, if any legal actions are initiated, or if governmental or similar action is taken against Provider. Provider has accurately submitted information to Soteria in order to become a Soteria Provider and shall notify Soteria of any change in the information submitted including a minimum of thirty (30) days notice of any change in his/her/its principal place of business.

2F. Contracting Activities. Soteria shall review all proposals and may, in its sole discretion, execute a Payor Contract regarding such proposal on behalf of any or all of its Soteria Providers. Upon execution of any Payor contract, Soteria shall inform Soteria Provider in writing of the name of the Payor and shall provide a Term Summary Sheet of the Payor Contract to Provider. A copy of the Payor Contract can be made available to Provider upon written request. Provider shall be obligated by the terms of the Payor Contract to provide Medically Necessary services to Beneficiaries as provided in the Payor Contracts and this Agreement. When Provider receives Term Summary Sheet listing the salient terms of the Payor Contract. Provider may decline to accept the Payor Contract offered by providing Soteria with written notice of Provider's decision to decline the Payor Contract within five (5) working days after receipt of the Term Summary Sheet. Provider will not discuss or disseminate to Soteria and Soteria Providers information regarding fees charged by Provider for professional services except as necessary pursuant to terms of this Agreement. Nothing in this Agreement shall: (1) constitute an agreement or commitment by Provider to charge a particular fee or level of fees for any service rendered by Provider or; (2) require that Provider change Provider's standard procedures and practices with respect to professional fees. Professional fees charged for non-covered services and charges to all patients not subject to such Payor Contracts or Value Plan are not affected under this Agreement.

2G. Direct Payment of Benefits. Soteria shall be authorized to negotiate contracts with Payors deemed to provide significant potential benefit to Soteria Providers that include a requirement that Soteria Providers accept direct payment from Payors or Soteria for all Medically Necessary services provided to Beneficiaries. These Agreements shall permit Soteria Providers to bill and collect from Beneficiaries: (1) applicable co-payments and deductibles and, (2) charges for non-Medically Necessary services for which the Beneficiary has agreed in writing in advance of the services being rendered to assume financial responsibility. For other than the conditions set forth in this provision, Provider hereby agrees that in no event, including but not limited to Soteria or Payor insolvency or Contract breach by Soteria or Payor Contract, shall Provider bill, balance-bill, charge, seek payment or initiate legal action against for the purpose of obtaining payment from any Beneficiary or persons or entities other than the Contracted Payor or, if a Risk-Sharing agreement, Soteria, for services provided pursuant to this Agreement. If payment is made to Soteria for Medically Necessary services but payment is issued in Provider's name, Provider hereby authorizes Soteria to accept and negotiate that payment subject to Soteria' remittance to Provider of the fees owed to the Provider for those Medically Necessary services. Provider agrees to return any and all payments and/or overpayments made in error to Provider by Soteria and/or a Payor Contract. Further, Provider hereby authorizes Soteria to collect amounts due from Provider for overpayments, payments made in error, or fees due to Soteria or a contracted Payor, including but not limited to, enrollment and/or credentialing fees, from any and all remittances which may be due to Provider from Soteria.

2H. Referrals and Consultations. Provider agrees to refer Beneficiaries only to Soteria Providers for consultations and Health Care Services, unless referral to a non-Soteria Provider is Medically Necessary or, as appropriate, specifically requested by the Beneficiary and approved in advance and subject to the provisions of the Payor Contract.

2I. Terms of Payor Contracts. Provider understands there will be a separate Term Summary Sheet, substantially in the Form attached hereto as Exhibit A, for each Payor Contract and the Value Plan. The Term Summary Sheet shall state the name of the Payor, the effective date, and any other information deemed pertinent by Soteria. Such Term Summary Sheets will automatically become part of and incorporated into this Agreement. Soteria shall provide Providers with notice of each Payor Contract within a reasonable timeframe. Soteria has authority to agree on behalf of Provider to the terms and conditions set forth in such Term Summary Sheets and the applicable Payor Contracts, subject to § 2F, and accordingly, Provider agrees to be bound by the terms and conditions set forth in such Term Summary Sheets and the applicable Payor Contracts. Such Term Summary Sheets will not be considered an amendment or modification of this Agreement.

2J. Use of Name. Provider agrees that his/her name, address, telephone, fax number, logo, web site address and type of practice may be included in a directory, brochure or listing of Soteria Providers provided by Soteria to its Payors and Beneficiaries and by Payors to Beneficiaries.

2K. Claims Billing. Unless directed otherwise by Soteria, all claims filed under Payor Contracts shall be filed by Provider to Soteria' and/or its designated claims management vendor within sixty (60) days of the date of service. Failure to forward claims for services to Beneficiaries to Soteria or Soteria' claims management vendor for proper review shall be cause for termination. Claims submitted later than sixty (60) days of the date services were provided shall be denied for payment. Provider agrees that he/she will submit claims for services rendered by him/her to eligible Beneficiaries. In no event, will Provider submit claims for payment to Soteria for services rendered by a non-participating, ineligible and/or non-credentialed Provider. Any such claims will be denied for payment and may result in immediate termination of Provider's participation in Soteria and other actions including reporting to proper agencies as deemed appropriate by Soteria' Board of Directors and/or UM/QM Committee.

2L. Primary Payor. Provider agrees that in the event that a patient has other insurances which would be considered the primary payor for services in accordance with standardly recognized insurance procedures, Provider agrees to submit charges for services to the primary payor prior to submitting charges for payment to Soteria as the secondary payor. This provision is subject to the provisions of State law.



2M. Utilization Management and Quality Assurance Programs. Provider agrees to comply, cooperate with, and abide by utilization management and quality assurance procedures and protocols as structured and approved by Soteria. Failure to obtain authorizations and/or provide requested documentation shall be cause for denial of payment of the claims. Provider shall not bill Beneficiary for services rendered which are denied for payment due to the services being deemed non-medically necessary unless the Beneficiary was informed prior to the services being rendered and agreed in writing to accept Financial responsibility for such services. From time to time, Provider may be asked to serve on a Soteria peer review committee to review documentation pursuant to Soteria cases involving Soteria Providers other than him/herself.

2N. Advertising. Provider acknowledges that Soteria disseminates brochures and other informational materials to prospective Payors and their eligible Beneficiaries and that the success of the Program is dependent on the maintenance of good relations with Soteria, Payors and Beneficiaries. During the term of this agreement, Provider shall not direct advertising or any solicitation to Payors or Beneficiaries, referring to Provider's standing with Soteria without first obtaining the written consent of Soteria.

2O. Provider agrees to abide by policies, Procedures and Requirements as outlined in Soteria's Provider Manual (i.e. "Owner's Manual") hereby included and incorporated by reference into this Agreement.

3. PARTICIPATION FEES.

3A. Amount. With respect to Provider participation under the terms of this Agreement, and notwithstanding Payor Contracts which may be exempt, Provider agrees to pay to Soteria a non-refundable credentialing fee and an annual membership fee in the amount as set forth by the Soteria Board of Directors from time to time. Applicable fees shall be payable upon submission of credentialing information and execution of the Agreement and an annual membership renewal fee thereafter due no later than December 31st each year.

3B. Failure to Pay. This Agreement may be terminated immediately by Soteria in the event Provider fails to pay any contribution as provided herein promptly when due.

3C. No Refund. No refund shall be made by Soteria of any portion of the participation fee paid by Provider if this Agreement is terminated by either party hereto at any time, or for any reason.

4. UTILIZATION MANAGEMENT.

4A. Payor Participation. To provide assurance to Payors that proposed services and health care services rendered by Soteria Providers is Medically Necessary, Soteria has incorporated utilization management as an integral part of the Program. When integrated into the Payor Contract, utilization management services shall be rendered by Soteria or its selected utilization management vendor or by a program selected by Payor, which has been approved to render such reviews.

4B. Provider Participation. Provider shall initiate utilization management of proposed treatments for Beneficiaries as directed by Soteria or Payor. Provider recognizes that payment may be disputed or denied by Payor or Soteria if Provider renders care beyond designated thresholds to a Beneficiary for whom utilization management as provided herein was not performed. Provider agrees to provide necessary information to the approved utilization management program regarding diagnosis, proposed treatment, prognosis and other information pertinent to the CHIROPRACTIC care being proposed or rendered by Provider to Beneficiary. Provider shall also initiate contact with the utilization management program in the event of a Beneficiary's utilization of referral for specialty diagnostic services, including but not limited to, MRI, CT Scan, EMG, etc. or a medical or specialty consultation.

5. RECORDS AVAILABILITY.

5A. Records Maintained. Provider shall prepare and maintain appropriate and accurate medical and financial records concerning health care services rendered to Beneficiaries pursuant to this Agreement. Such records shall be maintained in a manner designed to safeguard Beneficiary privacy and confidentiality and in accordance with prudent, generally accepted record-keeping procedures, and as required by law. Provider shall maintain such records in accordance with all state and federal laws which currently require that records be maintained for a minimum of seven (7) years for adult patients and for seven (7) years following a minor child reaching the age of eighteen. Provider agrees to comply with all timeframes designated by state and federal laws regarding the maintenance of such records as may be amended from time to time. Provider shall permit access to and review and duplication of such records by Soteria or its designated representative. Such access, review and duplication shall be made without charge to Soteria and shall be allowed by Provider during regular business hours and upon reasonable notice by Soteria. Duplication of records shall be at Provider's expense.

5B. Continuing Confidentiality. Access to and duplication of such records by Soteria shall be subject to all applicable laws and regulations concerning the confidentiality of such records and Provider shall not be required by this agreement to provide access to or release from patient medical records any confidential information unless such release is authorized by statute, subpoena, court order, patient consent or other lawful means.

5C. Access. Subject to applicable laws and regulations relating to privacy and the confidentiality of patient records, Provider shall give Soteria access to records and data maintained by Provider that are necessary to determine Provider's performance under and compliance with this Agreement. Such access shall be without charge to Soteria and shall be allowed during regular business hours and upon reasonable notice by Soteria.

5D. HIPAA. Provider is a "covered entity," as that term is defined in the HIPAA Standards for Privacy of Individually Identifiable Health Information and the Standards for Security of Electronic Protected Health Information, 45 C.F.R. Part 160 and Part 164, Subparts A, C and E (the "HIPAA Regulations"), and, as such, must comply with the HIPAA Regulations. The HIPAA Regulations require Provider to enter into with its "business associates," as that term is defined in 45 C.F.R. § 160.103, an agreement containing certain minimum safeguards. Certain services Soteria provides under the Agreement will cause Soteria to be a business associate of Provider. Consequently, the parties will comply with the terms and conditions set forth in Exhibit B.



6. DISPUTES.

6A. Medical Necessity. All disputes which may arise relating to the medical necessity of health care or quality of services provided hereunder shall be submitted for resolution in accordance with the dispute procedures approved by Soteria' Board of Directors and/or provided under the terms of the contract entered into between Payor and Soteria and/or its approved utilization management organization. If the other parties to such dispute agree to be bound by such resolution, Provider agrees to be so bound.

6B. Cost. All disputes related to fees or charges for Health Care Services rendered by Provider hereunder to any Beneficiary shall be submitted for resolution pursuant to the dispute procedures established by the Board of Directors of Soteria. If the other parties to such dispute agree to be bound by such resolution, Provider agrees to be so bound. Such dispute procedures shall remain in effect for a period of one year after termination of this Agreement for the resolution of matters unresolved on the date of termination.

6C. Other Disputes. Other disputes concerning administrative and procedural issues under this Agreement may be submitted for resolution pursuant to dispute resolution procedures established by the Soteria Healthcare Board of Directors as the same may be adopted and communicated by Soteria to Provider from time to time. If the other Parties to such dispute agree to be bound by such resolution, Provider agrees to be so bound. Notwithstanding the foregoing, questions relating to quality of care, Medical Necessity of care and cost of care shall not be submitted for resolution pursuant to this subsection.

6D. Records. Provider shall provide to Soteria any and all records maintained by Provider that may be necessary for the resolution of disputes pursuant to the provisions of this Section.

7. SOTERIA SERVICES AND RESPONSIBILITIES.

7A. Promotional Services. Soteria will provide marketing and other promotional services on behalf of Soteria Providers to potential and existing Payors. Soteria shall carry out marketing responsibilities on behalf of Soteria Providers. Nothing contained herein, however, shall constitute a representation or warranty by Soteria as to the minimum level of marketing or other promotional services to be provided on behalf of Provider or any other Soteria Providers.

7B. Payor Contracts. Soteria will negotiate contracts with Payors and make best efforts to secure favorable terms on behalf of Soteria Providers. Soteria will administer the contracts with Payors.

7C. Incentives. Soteria shall develop and encourage Payors to implement incentives for Beneficiaries to use the services of Soteria Providers more frequently than Non-Soteria Providers. Incentives may include, but are not limited to: 1) health plan policy benefit incentives in the form of lower out-of-pocket expenses and increased percentage of benefits coverage and/or 2) communications and educational programs designed to create awareness of Soteria Providers and benefits of health care rendered by the specialties represented by Soteria Providers.

8. RELATIONS AMONG THE PARTIES.

8A. Independent Contractor. None of the provisions of this Agreement are intended to create, nor shall be deemed or construed to create, any relationship between Soteria and Provider other than that of independent entities contracting with each other hereunder solely for the purpose of effecting the provisions of this Agreement. Neither of the parties hereto, nor any of their respective employees, contractors or agents, shall be deemed or construed to be an agent, employee, partner, associate, or joint venture of the other for any purposes whatsoever.

8B. Professional Care. Provider shall maintain the doctor/professional-patient relationship with Beneficiaries and is solely responsible to Beneficiaries for the provision of Health Care Services. Soteria is not responsible for the provision of such care. Such relationship includes the right of Provider to commence or terminate treatment of Beneficiaries in accordance with generally accepted principles of sound practice and treatment. Nothing herein shall be construed to require Provider to commence or continue care or treatment by Provider or to require Beneficiaries to commence or continue treatment by Provider. Further, nothing in this Agreement is intended to supersede or substitute for Provider's clinical judgment concerning the patient's best interests (including choice of consultants).

8C. No Liability. Neither Soteria nor any of its officers, directors, employees, agents or other representatives shall be liable or responsible in any way to any party or person for any act or omission of Provider in connection with the rendering by Provider of Health Care Services to Beneficiaries.

8D. Separate Contracts. This Agreement is entered into by Provider and Soteria with the express understanding and agreement that it shall not be construed or considered to be a contract between Provider and any other Soteria Provider, nor shall it constitute an agreement that Provider may act as agent for any other Soteria Provider or impose any liability upon any other Soteria Provider by reason of any act or acts of omission or commission on the part of the Provider, nor shall Provider incur any liability by reason of any act or acts of omission or commission of any other Soteria Provider.

8E. Further Acts and Documents. Each of the parties hereby agrees to execute and deliver such further instruments and do such further acts and things as may be necessary or desirable to carry out the purposes of this Agreement.

9. INDEMNIFICATION/HOLD HARMLESS.

9A. Provider shall defend, hold harmless and indemnify Soteria against any and all claims, liabilities, damages or judgments (including reasonable attorney's fees and litigation expense) asserted against or incurred by Soteria which may arise out of services provided, or to be provided by Provider under this Agreement or which may arise from the malpractice or negligence of Provider or Provider's employees in the discharge of its or their professional responsibilities to a Beneficiary. Within ten (10) days after receipt by Soteria of notice or knowledge of any claim or commencement of any action or proceeding by a third party against Soteria relating to Health Care Services provided by Provider, Soteria shall give Provider written notice of such claim or the commencement of such action or proceeding in such reasonable detail as Soteria possesses.

10. CONFIDENTIALITY.

10A. Records and Data. Confidential records and data supplied by Provider to Soteria under this Agreement shall be treated by Soteria as confidential and shall not be disseminated or published except as deemed necessary by Soteria to effect the purposes of Soteria or this Agreement. Soteria shall implement reasonable internal procedures intended to limit access to and guard against improper disclosure of such materials.



11. TERM AND TERMINATION.

11A. Term. The initial term of this Agreement shall commence on the effective date and shall expire on the December 31st first following the effective date. Unless earlier terminated as herein provided, this Agreement will be renewed automatically for successive one-year periods following the expiration of the initial term, unless terminated by either party as provided below.

11B. Termination By Either Party Without Cause. This Agreement may be terminated for any reason or no reason, with or without cause, by either party upon a minimum of sixty (60) days written notice to the other party. Unless immediate termination is required as outlined below, the effective date of termination requested by Provider shall be December 31 or June 30 of any calendar year and shall be the future date closest to the date of request for termination.

11C. Termination By Soteria for Cause. This Agreement may be terminated by Soteria for cause immediately upon written notice to Provider. The term "for cause" shall include, but shall not be limited to, the following: (1) Provider makes/furnishes false or misleading information to Soteria; (2) Provider's failure to comply with Soteria's reimbursement, referral, or authorization policies; (3) Provider's failure to remit Soteria Participation Fees as provided herein; (4) Provider's failure to comply with license requirements as provided herein; (5) Provider's failure to abide by Soteria's general, utilization management, claims processing/filing or quality assurance procedures and protocols (which shall also give Soteria the option to deny reimbursement); (6) Provider's failure to maintain adequate liability insurance as provided herein; (7) Provider commits professional misconduct, violates the principles of professional ethics or, in the determination of Soteria, has been subject to an excessive number of professional liability claims; (8) Provider acts or provides care in a manner which, in the determination of Soteria threatens potential serious injury to Beneficiaries or to the reputation of Soteria; or in a manner which may adversely affect the ability of Soteria to conduct business; (9) Provider is subject to an indictment or investigation for a felony or to any disciplinary action.

12. WAIVER.

Provider hereby consents to examination and evaluation of treatment given by Provider to any Beneficiary in connection with the utilization management and dispute resolution programs described in or provided by this Agreement. Provider hereby releases any person participating in such programs (including but not limited to Soteria and its employees and representatives, and Payor, Beneficiaries and Payors employees and representatives) from any claims and liabilities arising from or based upon actions taken, statements made or information given by such person in good faith and without malice.

13. MISCELLANEOUS.

13A. Headings. The headings or titles provided throughout this Agreement are for references purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

13B. Amendments. Soteria may amend this Agreement from time to time as deemed necessary by the Board of Directors of Soteria, any amendment shall automatically become effective and a part of this agreement ten (10) days after written notice of the amendment is given to Provider. Provider may terminate participation pursuant to the terms outlined in Section 11.

13C. Assignment. Provider may not assign any of its rights or delegate any of its duties or obligations hereunder without the written consent of Soteria. Soteria may assign its rights or delegate any of its duties hereunder with notification provided to Provider via first class mail within ten (10) days of the effective date of such action authorized by the Soteria Board of Directors.

13D. Invalidity or Unenforceability. The invalidity or unenforceability of any terms or provisions hereof shall in no way affect the validity or enforceability of any other term or provision hereof.

13E. No Waiver. No waiver of any breach of any provision or condition of this Agreement by either party hereto shall be deemed to be a waiver of a similar or dissimilar provision or condition at any prior or subsequent time, or of the provision or condition itself.

13F. Proprietary Information. Provider agrees that procedures, policies, reimbursement schedules, and systems developed and established by Soteria in fulfilling its responsibilities under this Agreement and the identity of other Soteria Providers constitutes confidential information. Provider agrees that during the term of this Agreement and thereafter, Provider shall not disclose to any person or entity information confidential to Soteria.

13G. Non-Solicitation. Provider agrees that the business relationship established between Soteria and its Payors and the employer and Payor groups with which it contracts shall be deemed the property of Soteria. All lists of Payor Contracts shall be deemed the property of Soteria. During the term of this Agreement or any renewal thereof, and for a period of (one) 1 year from the date of termination, Provider agrees that Provider will not interfere with Soteria's contract and/or property rights; advise or counsel any Beneficiary or Payor group to disenroll from Soteria or its Payor Contracts; solicit such Beneficiary or Payor group to become enrolled with any other health maintenance organization; preferred provider organization or any other similar hospitalization or medical payment plan or insurance company; or disclose proprietary Soteria information.

13H. Non-Exclusive Agreement. Nothing contained in this Agreement shall prohibit or restrict Provider from affiliating with, or contracting to provide Health Care Services for any other health care delivery organizations.

13I. Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof and supersedes any prior agreements, understandings, negotiations or representations, whether written or oral, between the parties.

13J. Governing Law. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Georgia.

13K. No Third Party Beneficiary. Notwithstanding that benefits may inure to Payors and Beneficiaries under this Agreement, it is not the intention of Soteria or Provider that such Beneficiaries shall be third party beneficiaries of the obligations assumed by either party to this Agreement, except as provided for in Payor Contracts, and no such Beneficiaries shall have the right to enforce any such obligation.

13L. Pre-Existing Contract With Payors. Provider agrees that if Provider has a pre-existing contract with a Payor (either directly or through a network relationship) with whom Soteria enters into a Payor Contract, the Payor Contract and the Provider obligations hereunder pursuant to this Agreement supersede any and all obligations under Provider's pre-existing contract with that Payor.



13M. Communication. Provider recognizes the importance of timely communication with Soteria and accordingly gives Soteria permission to communicate with Provider via facsimile and/or e-mail to communicate Soteria information.

13N. Severability. In the event of the unenforceability or invalidity of any paragraph or provision of this Agreement, such paragraph or provision shall be enforceable in part to the fullest extent permitted by law, and such invalidity or unenforceability shall not affect any other paragraph or provision of this Agreement, and this Agreement shall otherwise remain in full force and effect.

13O. Notices. All notices and other communications provided for by this Agreement shall be in writing and shall be personally delivered or sent by first class certified mail, postage prepaid to the following address:

SOTERIA:

Soteria Healthcare Network, Inc.
4080 McGinnis Ferry Road, Bldg 800, Suite 801
Alpharetta, Georgia 30005

TEL. 770-455-8190

PROVIDER: [At the Address Listed on the Signature Page of This Agreement]
Notices shall be deemed provided when personally delivered or seventy-two (72) hours after the date mailed.



EXHIBIT A

SOTERIA HEALTHCARE TERM SUMMARY SHEET

Network:

Product:

Term of Agreement:

**Withhold Percentage:
(If Applicable)**

PCP Referral:

Utilization Management:

Verification of Eligibility:

**Group Health/Worker's
Compensation:**

Reimbursement Terms:

Claims Filing:

Encounter Reporting:

Note:

This document is a summary only of certain aspects of the Payor Contract in question. A copy of The Payor Contract will be made available upon written request to Soteria Healthcare by Provider. Pursuant to Sections 2F and/or 2I of the Provider Agreement, Provider agrees to be bound by the terms and conditions of the Payor Contract in question.



EXHIBIT B

This Exhibit B sets forth the terms governing the parties' business association created by the Agreement.

1. **Definitions.** Except as otherwise set forth in the Agreement, all capitalized terms in this Exhibit B have the same meaning as set forth in the HIPAA Regulations, as such may be amended from time to time.
 - a. "Disclose" has the same meaning as the term "disclosure" in 45 C.F.R. § 160.103.
 - b. "E PHI" has the same meaning as the term "electronic protected health information" in 45 C.F.R. § 160.103, but limited to information created or received by Soteria as a Business Associate of Provider.
 - c. "PHI" has the same meaning as the term "protected health information" in 45 C.F.R. § 160.103, but limited to information created or received by Soteria as a Business Associate of Provider.
 - d. "Secretary" means the Secretary of the Department of Health and Human Services or his or her designee.
2. **Soteria's Obligations.** Soteria will:
 - a. Not Use or Disclose PHI except as permitted or required by this Exhibit B or as required by law;
 - b. Use appropriate safeguards to prevent the Use or Disclosure of PHI, except as set forth in this Exhibit B;
 - c. Implement Administrative, Physical and Technical Safeguards that reasonably and appropriately protect the Confidentiality, Integrity and Availability of E PHI;
 - d. Report to Provider: (i) any Use or Disclosure of PHI by Soteria that is not contemplated by this Exhibit B and (ii) any Security Incident, of which Soteria becomes aware;
 - e. Ensure that any agents, including subcontractors, to whom Soteria provides PHI agrees to the same restrictions and conditions in the Agreement and this Exhibit B;
 - f. In accordance with Provider's reasonable request, provide Provider, in accordance with 45 C.F.R. § 164.524, access to PHI in a Designated Record Set;
 - g. Make any amendment to PHI in a Designated Record Set that Provider has agreed to pursuant to 45 C.F.R. § 164.526;
 - h. Document any Disclosures of PHI necessary to provide an accounting of Disclosures in accordance with 45 C.F.R. § 164.528;
 - i. Make its internal practices, books and records, relating to the Use and Disclosure of PHI available to the Secretary for purposes of determining Provider's compliance with the HIPAA Regulations.
3. **Permitted Uses and Disclosures.** Except as otherwise set forth in this Exhibit B, Soteria may:
 - a. Use or Disclose PHI to perform its duties and obligations in the Agreement; provided that, such Use or Disclosure complies with the HIPAA Regulations;
 - b. Use PHI for its management and administration or to carry out Soteria's legal responsibilities;
 - c. Disclose PHI for the purposes in Section 3(b) of this Exhibit B, if (i) the Disclosure is required by law, or (ii) Soteria obtains reasonable assurances from the persons to whom the PHI is disclosed that (x) the PHI will remain confidential and will not be Used or further Disclosed except as required by law or for the purpose for which it was Disclosed to the person, and (y) the person will notify Soteria of any instances of which it becomes aware that the confidentiality of the PHI has been breached.
4. **Provider's obligations.** Provider will notify Soteria of any:
 - (a) Limitation in Provider's Notice Of Privacy Practices, as required by the HIPAA Regulations, that may affect Soteria's Use or Disclosure of PHI;
 - (b) Changes in or revocation of an individual's permission to Use or Disclose PHI, to the extent such change may affect Soteria's Use or Disclosure of PHI; and
 - (c) Restriction regarding the Use or Disclosure of an individual's PHI that Provider has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect Soteria's Use or Disclosure of the PHI.
5. **Effective Date.** The terms and conditions in this Exhibit B will be effective as of the effective date of the Agreement and will continue until all PHI is destroyed or returned to Provider.
6. **Termination.** Notwithstanding any provision to the contrary, if Soteria materially breaches the terms of this Exhibit B, Provider will provide Soteria a reasonable opportunity to cure the breach or end the violation. If neither termination nor cure are feasible, Provider will report the violation to the Secretary.
7. **Effect of Termination.** Except as otherwise provided in the Agreement, upon termination of the Agreement, Soteria will return to Provider or destroy all PHI. If it is not feasible for Soteria to return or destroy the PHI, (i) Soteria will notify Provider of such infeasibility; (ii) Soteria will limit Soteria's Use and Disclosure of such PHI to the purpose which makes it infeasible for Soteria to return or destroy the PHI; and (iii) the terms and conditions set forth in this Exhibit B will continue with respect to the PHI for so long as Soteria maintains the PHI.