

MEDICARE FACILITY AGREEMENT

THIS Agreement is made by and between County of Monterey, a political subdivision of the State of California, on behalf of Natividad Medical Center, (hereinafter referred to as "Facility"), a Facility with its principal place of business at Salinas California, and The Accountable Alliance, Inc. d/b/a USA Senior Care Network, Inc., a Delaware Corporation, with its principal place of business in Austin, Texas (hereinafter referred to as "USA").

WITNESSETH:

WHEREAS, the Office of Inspector General ("OIG") issued Advisory Opinion in May 2003 (the "Advisory Opinion"), allowing Medicare Supplementary Health Insurance ("Medigap") Plans to contract with Preferred Hospital Networks. The Medigap Plan would indirectly contract with hospitals for discounts on the otherwise applicable Medicare inpatient deductibles for its policyholders and would also, at the time of the next policy renewal, reduce the premium for policyholders utilizing a network hospital for an inpatient stay.

WHEREAS, Medicare Select, established by the Government in Section 4358(c) of the Omnibus Budget Reconciliation Act of 1990, amended by section 172(a) of the Social Security Act Amendments of 1994, amended by the Senate to the bill (H.R. 483) in 1995, and as may be amended, is a Medigap Plan offered in all states which requires policyholders to use hospitals within a network to be eligible for full benefits.

WHEREAS, USA is engaged in the business of providing its clients and their senior population policy holders (hereinafter referred to as "INSUREDS") with money saving innovative strategies combined with cutting-edge technology culminating in a reduction in the cost of health care; and

WHEREAS, USA has entered into agreements with one or more Medigap Plans, and Medicare employee/union group retiree plans, (hereinafter referred to as "INSURERS") to provide for health care review, medical service, and other insurance utilization review services; and

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

WHEREAS, Facility and its ancillaries (as listed in Exhibit A, including facilities acquired after the effective date of this Agreement) 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 Section 4 of this Agreement; and

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.

Facility shall provide all Medicare Part A and Part B eligible services (the "Covered Services") offered by Facility to INSUREDS in accordance with its standard operations including Medicare Part A services not covered by Medicare solely because Part A benefits have exhausted. Facility shall perform its duties and obligations at all times with acceptable medical and professional standards.

2. Payment of Claim.

- a) INSURER shall make no payment for services rendered to INSUREDS unless they are determined to be medically necessary under the Medicare claims administration and payment process. This requirement shall include any Medicare Peer Review Organization procedures established by the Center for Medicare and Medicaid Services ("CMS").
- b) Facility understands and agrees that INSURER shall make no payment for Covered Services rendered to INSUREDS unless those services are covered under the Federal Medicare Program (Title XVIII of the Social Security Act) and such services shall be paid in accordance with the applicable benefit plan.

3. Hold Harmless.

- a) Facility agrees that in no event, including, but not limited to non-payment by INSURER, INSURER'S 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 any INSURED, or persons other than INSURER acting on behalf of any INSURED, for amounts owed by INSURER for Covered Services provided pursuant to this Agreement. The provisions of this Section 3 shall not apply to services that are not Covered Services, for which the INSURED will be responsible for payment.
- b) Facility further agrees that the provision of this section 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.
- c) Any modification, addition, or deletion to the provisions of this section must comply with state and federal changes to Medicare law.

4. Rates to be Paid to the Facility.

*This
Section
Redacted:*
4a
4b

- c) In the event the Medicare method or formula for payment to Facility for Medicare Covered Services changed after the date of this Agreement, Facility agrees to accept new payment formula as allowed by federal law. Upon request, Facility agrees to provide USA an annual Medicare Part A Confinement Payment Report.
- d) Facility agrees and acknowledges that USA is administrating quality health care on behalf of the INSURERS under this Agreement and has not undertaken nor will it undertake to arrange payment for or

reimburse Facility for any medical services provided by Facility to INSUREDS. 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. USA has performed reasonable due diligence on each INSURER's ability to pay for amounts owed hereunder and shall assist the Facility in recouping any amounts owed.

5. Billing Procedures.

- a) To the extent an INSURER is the applicable payor, Facility shall submit to INSURER or INSURER'S designee encounter and billing information for INSUREDS who have received Covered Services. For certain types of services, INSURER or its designee may request copies of Medicare's payment notice to Facility and Facility shall comply with any such reasonable request.
- b) When payment for Covered Services has been made by INSURER in an amount that exceeds the maximum benefits under the applicable plan, or when INSURER has made payment to Facility in error, INSURER shall notify the Facility, who shall have the right to appeal such determination. To the extent the Facility does not object to such determination, INSURER shall have the right to recover such payment from Facility. INSURER has agreed that recovery of overpayment shall not be taken from future payments, but shall be separately requested by INSURER with appropriate document to substantiate such request for recovery of payment.

6. Quality Assurance and Utilization Review.

Facility agrees to use reasonable efforts to comply with and participate in INSURER'S quality assurance and utilization review program, to the extent such program is made known to the Facility. Facility agrees to use reasonable efforts to comply with such other procedures and to provide other data as may be reasonably requested by INSURER in order for INSURER or its designee to conduct quality and utilization review activities concerning services provided to INSUREDS.

7. Duration

The initial term of this Agreement shall be a period of two (2) years from the date of execution of this Agreement by the parties ("Initial Term"). This Agreement shall automatically extend for successive Terms of one year and shall remain in force until termination after the Initial Term as provided for in Section 8 (Termination) of this Agreement.

8. Termination

- a) Facility acknowledges that the plan year shall commence on January 1 and end on December 31 of each year. Facility understands that participation is required for the entire plan year for any given year.
- b) Either party may terminate this Agreement following the provision of one hundred twenty (120) days advanced written notice to any party for any reason and shall only be effective on December 31st of the respective year. Termination by Facility shall not effect Facility's ongoing obligations to INSUREDS enrolled prior to such termination.
- c) Either party may terminate this Agreement immediately, following notice to the other party, in the event of (i) a material breach of this Agreement, including, but not limited to, breach of the representations and warranties of this Agreement, or (ii) either party reasonably determining that the terms and conditions of this Agreement are not consistent with the requirements of applicable law. If termination is for reasons other than immediate cause, the terminating party will notify the nonterminating party in writing, stating the reason for termination, and giving the non-terminating party sixty (60) days in which to cure.
- d) If and when the sale of Medicare Select policies are no longer authorized under the Federal Medicare program, this Addendum will continue for any Medicare Select policies that were sold prior to such program termination and for as long as any such policies continue in force. In the event of any change in applicable federal or state law which makes any provision of this Addendum contrary to that law, the parties agree that this Addendum is hereby amended to conform to the minimum requirements of such applicable federal or state law.

9. Confidentiality.

Each party may, in the course of the relationship established by this Agreement, disclose to the other party in confidence non-public information. Each party acknowledges that the disclosing party shall at all times be and remain the owner of all Confidential Information disclosed by such party, and that the party to whom Confidential Information is disclosed may use such Confidential Information only in furtherance of the purposes and obligations of this Agreement. The party to whom Confidential Information is disclosed shall not use said information to the disadvantage of or in competition against the disclosing party. A breach of the foregoing confidentiality provision would cause irreparable damage, and the injured party shall have the right to seek and obtain in any court of competent jurisdiction an injunction to restrain a violation or alleged violation by the other party of this covenant together with any damages that the party may suffer in the event of such a breach. The parties agree that the provision of this section shall survive the termination of this Agreement regardless of the cause giving rise to termination. Notwithstanding the foregoing, the parties acknowledge that this Agreement is subject to disclosure pursuant to the California Public Records Act and any disclosure required thereunder will not require any notice to the USA.

10. Disputes.

USA agrees to attempt resolution of any dispute that may arise between Facility and INSURER from Covered Services delivered by Facility to an INSURED of INSURER subject to the terms of this Agreement. The provisions of this Section 10 will not apply in the event the Facility has a separate agreement with the INSURER applicable to the Covered Services provided hereunder. 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 within 30 days of the initial notice of 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 within 30 days, 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 and county where services are rendered. 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.

11. Indemnification.

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

12. Notices.

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

a) If to USAUSA:

THE ACCOUNTABLE ALLIANCE, INC.
d/b/a USA SENIOR CARE NETWORK, INC.
1250 South Capital of Texas Highway
Building 3, Suite 500
Austin, Texas 78746
Attention: Provider Relations
E-mail Address: info@usamco.com

b) If to Facility:

NATIVIDAD MEDICAL CENTER
1441 Constitution Boulevard
Salinas, CA 93906

Attention: Nancy Majewski
E-mail Address: majewskins@natividad.com

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.

13. Conformity with State Statutes.

Any provision of this Agreement, which is in conflict with federal laws and regulations applicable to the Medicare program, is hereby amended to conform to such federal laws and regulations.

14. Force Majeur.

Neither party shall be liable nor deemed to be in default for any delay or failure in performance under this Agreement or other interruption in the discharge of its responsibility, either directly or indirectly, from 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.

15. Insurance and Licensure.

Facility shall, at its expense, carry malpractice and professional liability insurance required to meet the state's minimum requirements and throughout the duration of this Agreement, Facility shall be required to maintain any and all licenses and certifications as may be required by the state in which Facility provides services. USA shall, at its expense, carry general liability and other insurance required to meet state requirements, as applicable to networks.

16. Representations of USA

- a) USA represents that each INSURER has agreed in writing to be bound by the applicable provisions of this Agreement, including, but not limited to, the payment and dispute resolution provisions.

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- d) USA represents that it contracts with any accredited, Medicare-certified hospital that meets the requirements of applicable state laws for participation in its network.
e) USA represents that it and the INSURERS comply with the terms of the Advisory Opinion.

17. Amendments

This Agreement can only be amended by mutual written agreement of the parties.

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

For and on behalf of:

THE ACCOUNTABLE ALLIANCE, INC.

d/b/a USA SENIOR CARE NETWORK, INC.
1250 South Capital of Texas Highway
Building 3, Suite 500
Austin, Texas 78746

For and on behalf of:

COUNTY OF MONTEREY, A POLITICAL
SUBDIVISION OF THE STATE OF CALIFORNIA,
ON BEHALF OF NATIVIDAD MEDICAL CENTER
1441 Constitution Boulevard
Salinas, CA 93906

Date

Date

Signature

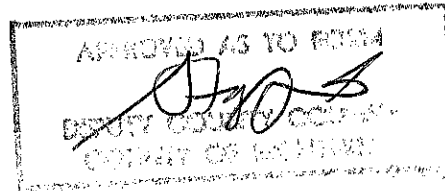
Signature

Printed Name

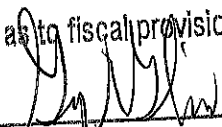
Printed Name

Title

Title



Reviewed as to fiscal provisions



Auditor-Controller
County of Monterey

8-6-13

EXHIBIT A

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

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

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

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

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

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

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, Natividad Medical Center, 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: **The Accountable Alliance, Inc. d/b/a USA Senior Care Network, Inc., Attn: Network Development, 1250 South Capital of Texas Highway, Building 3, Suite 500, Austin, Texas 78746.**

Signature: _____ Date: _____

Address: _____

Telephone: _____

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

**Contact Sheet
For
Natividad Medical Center**

The following person(s) will be the USA 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