PHYSICIAN SERVICES AGREEMENT

This Professional Physician Services Agreement ("Agreement") is made and entered into this _____ **day of _____, 2022** ("Effective Date"), by and between _____its employees, contractors, agents, assigns and successors ("Physician"), and **Partners Direct Health LLC,** and its affiliates **("PDH"),** acting and contracting separately on behalf of certain employer group health benefit plans ("Plans"). Physician and PDH may be referred to individually as a "Party" and or collectively as the "Parties." For good and substantial consideration, the receipt and sufficiency of which are hereby acknowledged the Parties agree to the following:

ARTICLE 1- OBLIGATIONS OF PHYSICIAN

1.1 Covered Services. Physician shall provide Covered Services to Members in accordance with the applicable Plan and this Agreement. A "Member" shall mean an individual who is enrolled and participating in the Plan and eligible for Covered Services through the Plan Document.

1.2 Availability and Non-Discrimination. Physician shall ensure that the services it generally offers to the public are readily available to Members. Physician shall render Covered Services in accordance with the same standards as rendered to any other patients seeking healthcare services provided by Physician. Physician shall not differentiate or discriminate in the treatment of any Member because of race, color, national origin, religion, gender, gender identity, sex, marital status, sexual orientation, disability, age, or other status protected by applicable laws.

1.3 Insurance. Physician shall maintain for itself and participating Physicians professional and general liability insurance which covers their respective acts and omissions in providing and arranging for or denying health care services under this Agreement, in amounts reasonably consistent with the coverage amounts of other similarly situated Physicians or networks in the community.

1.4 Responsibility for Services. Physician will be solely responsible for the quality of Covered Services provided to Members. PDH, participating Plans, claims administrators and Plan representatives are not responsible for the quality of Covered Services.

ARTICLE 2 - OBLIGATIONS OF PDH and the PLANS

2.1 Notification of Eligibility. PDH shall cause the Plan or its Claim Administrator to provide Physician with the appropriate notification of eligibility for applicable Covered Services in accordance with the Plan requirements.

2.2 Status. Plan shall notify Physician promptly of any status change that may affect the Plan's ability to fund claims or carry out any of its obligations it may have under this Agreement.

ARTICLE 3 - BILLING and COMPENSATION

3.1 Claims Filing and Reimbursement.

(a) Physician shall file any Claims with all applicable supporting documentation to Plan's Claims

Administrator no later than ninety (90) days from the last date of service rendered. Physician agrees to comply with industry standard coding logic, NCCI, and Centers for Medicare and Medicaid Services (“CMS”) coding standards. and to transmit the bill via Electronic Data Interface ("EDI"). A "Complete Claim" shall mean a post service claim for healthcare rendered by Physician during the term of this Agreement which contains all of the information necessary to determine whether the services rendered by Physician are Covered Services under the Plan. A post service claim will be deemed to be a Completed Claim if submitted using the above EDI format or any other form adopted by the Commissioner of CMS as a successor to any such form, an itemized bill for all services or each episode of care, an invoice, and all additional data elements requested in writing by the Plan or Claims Administrator within thirty (30) Business Days of receipt of the post service claim.

(b) Plan shall cause undisputed Complete Claims to be paid within forty-five (45) Days of receipt and in accordance with the rate terms attached hereto as Exhibit A. If additional information is required to adjudicate claim, Plan and/or Claims Administrator shall make such request in writing within forty-five (45) days of receipt of the original claim. Upon receipt and review of the requested information from Physician, Plan shall cause claim for Covered Services to be paid within fifteen (15) Business Days of receipt of the requested additional information. Reimbursement of Covered Services by Plan shall be limited to the amounts set forth in Exhibit A, less any amounts due from Member co-payments, deductibles, coinsurance, penalties, or non-Covered Services pursuant to the Plan. Physician agrees to accept the reimbursement amounts set forth in Exhibit A as payment in full for Covered Services. Physician expressly agrees not to seek additional payments or compensation from Members or their dependents other than the amounts for Member's Out of Pocket amount.

(c) When Plan is the secondary or subsequent payer under the applicable coordination of benefits rules, Plan shall pay all the amount which, when added to the amounts paid by other payers, does not exceed the lesser of (i) 100% of Physician's billed charges or (ii) 100% of the reimbursement amount set forth in Exhibit A.

3.2 Copays, Coinsurance, and Deductible. The collection of Member's Copayments, Coinsurance, or Deductible ("Out of Pocket") is the sole responsibility of Physician and such amounts shall not exceed the amounts specified by the Plan.

3.3 Disputed Claims. In the event of a denial of all or a portion of a Claim, participating Plan shall supply Physician with the reasons for denial, and shall pay the portion of the Claim, if any, that is not in dispute. In the event Physician disputes the denial of all or any portion of the Claim:

(a) Physician shall dispute such denial in writing and provide documentation to participating Plan for reconsideration of such denial within 45 days of receipt of the denial.

(b) Should Physician not supply written documentation within 45 days of receipt of the denial, Physician will be deemed to have waived all rights to dispute the denial of all or portions of the Claim.

(c) In the event all or a portion of the dispute remains unresolved, the Parties shall, at the election of the Parties, proceed with Dispute Resolution proceedings, as agreed upon in this Agreement.

3.4 Underpayment and Overpayment. Should an underpayment or overpayment be identified by either Party after a claim has been processed, the identifying Party will notify the other Party in writing within 180 days of the date the claim was processed. Failure to do so shall be deemed a conclusive admission that the claim was paid properly and shall preclude any Party from seeking to recover for an overpayment or underpayment on such claim. Each Party shall have 45 Business Days upon receipt of written notification to review and agree to or dispute the alleged underpayment or overpayment. Both Parties agree to use their best efforts to resolve the dispute within 60 Business Days of the dispute and refund or reimburse the agreed upon dollar amount in question. If the Parties are unable to resolve the dispute to their mutual satisfaction within 60 Business Days, either Party may seek recourse under the Dispute Resolution provisions of this Agreement.

ARTICLE 4 - TERM AND TERMINATION

4.1 Initial Term. This Agreement shall be effective on the Effective Date and shall continue for a period of twelve (12) months (the "Initial Term") until otherwise terminated in accordance with this Agreement. Thereafter this Agreement will renew automatically for successive twelve (12) month terms ("Renewal Terms") until terminated by either Party per the provisions below.

4.2 Termination Without Cause. Either Party may terminate this Agreement at any time by giving the other Party ninety (90) days advance written notice of the termination date, effective at the end of the Initial Term or any Renewal Term thereafter.

4.3 Termination For Cause. Either Party may terminate this Agreement for material breach by the other Party with thirty (30) days advance written notice, provided such material breach is not cured within the thirty (30) day notice period to the satisfaction of the aggrieved Party.

4.4 Effect of Termination. As of the date of termination, this Agreement shall be considered of no further force or effect and each of the Parties shall be relieved and discharged from this Agreement except that termination of this Agreement shall not release Physician from the obligation to continue ongoing treatment in accordance with the dictates of medical prudence.

ARTICLE 5 - REPRESENTATIONS AND WARRANTIES.

5.1 Representations of the Physician. The Physician hereby makes the following warranties and representations:

(a) Physician is properly organized and operated to undertake its duties as described in this Agreement and has secured and will maintain any and all licenses, certifications, or other authorizations required to conduct its business in the manner contemplated by this Agreement.

(b) Physician has secured all authorizations necessary to execute this Agreement and the officer or employee signing this Agreement on behalf of Physician is authorized to do so and accordingly does bind Physician.

(c) Physician shall remain at all times during the term of the Agreement, fully licensed in all jurisdictions in which the Covered Services are rendered where licensure is required by applicable laws or regulations.

(d) Physician warrants that no participating professional Physician shall provide Covered Services under this Agreement for which he/she is not credentialed.

(e) Physician will act in compliance with all applicable laws and regulations (including without limitation, HIPAA, ERISA and related regulations and regulatory guidance) which relate to Physician's performance pursuant to this Agreement.

ARTICLE 6 - GENERAL PROVISIONS

6.1 Access to Records. Physician will provide timely access to the Member's medical record and financial records for the services rendered. Such access will be given upon receiving 5 Business Days prior notification if requesting an on-site audit during normal business hours.

6.2 Billing Audit Requirements. Upon reasonable prior written notice to Physician, the Plan or its designee may audit the charges made under this Agreement to determine if the charges accurately reflect the Covered Services provided to Members and whether such charges are consistent with the terms of this Agreement.

6.3 Amendments. All amendments must be in writing by mutual agreement of the Parties.

6.4 Assignment. Neither Party may, without the express written consent of the other Party, assign this Agreement. Any such transfer or assignment shall be void. Notwithstanding the above, either Party may assign, delegate, or transfer this Agreement following reasonable notice to any affiliate or any entity that controls, is controlled by, or that is under common control with that Party now or in the future, or which succeeds to its business through a sale, merger, or other corporate transaction. However, the assignee, transferee, or designee without modification shall assume all rights and obligations.

6.5 Confidentiality of Proprietary Information. Each Party will maintain and shall cause its respective employees, subcontractors, and agents to maintain in confidence the terms and conditions of this Agreement as well as the confidentiality of all nonpublic information obtained, learned, accessed, developed or shared by the Parties in connection with this Agreement ("Proprietary Information"). Such Proprietary Information shall not be disclosed to any person, organization, agency, or other entity except as authorized or required by law or as otherwise mutually agreed, in writing, by the Parties hereto. These obligations shall survive the expiration or termination of this Agreement. Notwithstanding the foregoing, nothing in this Agreement shall prohibit Claim Administrator from sharing contractual or reimbursement terms with participating Plans, third-party administrators performing claim adjudication services under the Agreement, or stop loss carriers proposing and/or providing coverage to Plan Sponsors, or from releasing or disclosing Proprietary Information pursuant to a legal requirement, including a court order, government subpoena or regulatory requirement. Protected health information shall be secured and kept confidential pursuant to the Health Insurance

Portability and Accountability Act of 1996, as amended ("HIPAA") and other applicable federal and state law.

6.6 Dispute Resolution. In the event that a dispute pertaining to this Agreement arises between the Parties, both Parties agree to use their best efforts to resolve the dispute among themselves within forty-five (45) days of written note of dispute to the other Party. However, if such dispute is not satisfactorily resolved between the Parties within a reasonable time not to exceed ninety (90) days, then such a dispute may be resolved through litigation. The cost of the litigation shall be borne by the non-prevailing Party.

6.7 Entire Agreement. This Agreement and any exhibits and amendments attached hereto contains the entire understanding between the Parties and supersedes all prior agreements, either oral or in writing.

6.8 Independent Contractors. None of the provisions of this Agreement are intended to create any relationship between Plan and Physician 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, shall be construed to be the agent, employer, or representative of the other.

6.9 Compliance. The Parties to this Agreement acknowledge that PDH and Physician are each a Covered Entity, as defined under HIPAA, and agree to be fully compliant at all times with all required rules and regulations applicable to Covered Entities under HIPAA and any other state or federal law or regulation.

6.10 Use of Names. Either Party may use the other Party's name only for the purpose of advising Members of Physician's ability to provide Covered Services to Members. Such advisement may be in the form of a printed or electronic announcement.

6.11 Waiver of Breach. The waiver of any breach of this Agreement by either Party shall not constitute a permanent waiver or continuing waiver of any subsequent breach of either the same or any other provision of this Agreement.

6.12 Severability. In the event that any provision of this Agreement is held to be illegal, invalid, or unenforceable for any reason, that provision shall be read out of the Agreement and shall not affect the remaining portions of this Agreement unless such illegality or unenforceability frustrates the objectives and purposes of this Agreement rendering performance impossible. In that event, the Parties will immediately commence negotiations to reform the contract and or remedy the offending provision(s).

6.13 Governing Law. Except to the extent preempted by federal law, this Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania.

6.14 Indemnification.

(a) Physician agrees to protect, indemnify and hold harmless PDH, Plan and Claim Administrator and its agents, employees, directors, officers and affiliates (collectively, the “PDH Plan Affiliates”) from and against any and all damages, injuries, claims, liabilities and costs (including attorneys' fees) which may be suffered or incurred under this Agreement, as a result of a breach of this Agreement by, or the negligent or intentional acts of, Physician, its officers, directors, employees

(including participating Physicians), agents, consultants, affiliates, or subcontractors. Said indemnity is in addition to any other rights that the PDH Plan Affiliates may have against Physician and will survive the termination of this Agreement.

(b) PDH agrees to protect, indemnify and hold harmless Physician and its agents, employees, directors and affiliates from and against any and all damages, injuries, claims, liabilities and costs (including attorneys' fees) which may be suffered or incurred under this Agreement, as a result of a breach of this Agreement by, or the negligent or intentional acts of, PDH.

IN WITNESS WHEREOF, the undersigned have executed this Agreement, by their duly authorized officer and or agent, intending to be legally bound as of the Effective Date set forth above.

Partners Direct Health LLC, On behalf of its contracted Health Benefit Plans:	**Physician:**
_____	_____
Signature	Signature
_____	_____
Print Name	Print Name
_____	_____
Title	Title
_____	_____
Date	Date

EXHIBIT A

RATES AND REIMBURSEMENT SCHEDULE

Reimbursement to Provider shall be paid at the lessor of Provider's total Covered Billed Charges on a claim level basis or

EXHIBIT B

PROVIDER GROUP INFORMATION

_____
Group Name

_____
Tax ID Number

_____
Group National Provider Identification Number (NPI)

_____
Clinic Specialties

_____
Each Practice Location

_____ _____
Street Address Street Address (second location)

_____ _____
City, State, Zip Code City, State, Zip Code

(____) _____ (____) _____
Telephone Number Telephone Number

(____) _____ (____)_____
Fax Number Fax Number

_____
Mailing Address (if different) City State Zip

_____
Billing Address (if different) City State Zip

_____
Email Address

_____
Hospital Affiliations

EXHIBIT C

INDIVIDUAL PROVIDER INFORMATION

Please complete the following for each Individual Provider:

1. CAQH Number: Current Attestation* (Y/N):
2. Provider Name (First, Last and Middle Initial, Degree)
3. Practice Location(s)
4. Phone Number
5. Fax Number
6. Billing Address
7. Billing Phone Number
8. Specialty
9. National Provider Identification Number (NPI)
10. Tax Identification Number
11. State License Number
12. Date of Birth
13. Hospital Affiliations**:**