

MULTI-SPECIALTY PHYSICIAN GROUP SERVICE AGREEMENT

This Multi-Specialty Physician Group Service Agreement (hereinafter referred to as this "Agreement"), is made and entered into by and between **HealthSpring Life & Health Insurance Company, Inc.** (hereinafter referred to as "HealthSpring"), a Texas insurance company and **Southwest Medical I.P.A.**, (hereinafter referred to as "Physician Group" or "Provider") as of the date set forth below on the signature page.

WITNESSETH

WHEREAS, HealthSpring is a Texas insurance company, which has as an objective, to arrange for the provision of basic health services to Members in accordance with the terms of this Agreement and HealthSpring Benefit Programs; and

WHEREAS, HealthSpring desires to enter into a written service agreement with Physician Group to arrange for the provision of health and health care services to the Members as specified in this Agreement;

WHEREAS, Physician Group desires to provide Covered Services to Members in accordance with the terms of this Agreement;

NOW THEREFORE, in consideration of the mutual covenants and promises expressed herein, the adequacy of which is hereby acknowledged, the parties agree to as follows:

ARTICLE I DEFINITIONS

- 1.1 **Accreditation Organization.** Any organization, including but not limited to, the National Committee for Quality Assurance ("NCQA"), engaged in accrediting or certifying HealthSpring, an Affiliate, or any Participating Provider.
- 1.2 **Affiliate.** Any person that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with HealthSpring.
- 1.3 **Benefit Program/Plan.** HealthSpring's or an Affiliate's performance of its obligations to provide, arrange or administer health care, provider networks, administrative or other related services pursuant to a written agreement between a public or private employer, Government Agency, or other entity and HealthSpring. The Benefit Programs covered under this Agreement are listed hereto and on addenda, as applicable, which may be amended from time to time.
- 1.4 **Claim Form.** The standard billing form used by HealthSpring that includes detailed and descriptive medical and Member data and identifying information on CMS 1500 or UB-92 forms, as applicable, or the then-current CMS or UB forms.
- 1.5 **Clean Claim.** A claim that has no defect or impropriety and which requires no further information, adjustment or alteration by Provider in order to be processed and paid by HealthSpring. Clean claims include resubmitted claims with previously identified deficiencies that have been corrected. A clean claim does not include any claim submitted more than ninety (90) days after the date of service.

- 1.6 **CMS.** The Centers for Medicare and Medicaid Services, an administrative agency of the United States government responsible for administering the Medicare Advantage Program.
- 1.7 **CMS Contract.** The contract between HealthSpring and CMS under the Medicare Advantage Program.
- 1.8 **Coinsurance** means a fixed percentage of the total amount paid for a health care service that can be charged to a Member on a per-service basis. [42 C.F.R. § 422.2.]
- 1.9 **Continuation Area.** An additional area outside of the licensed service area within which HealthSpring furnishes or arranges for the furnishing of Covered Services to Members who move outside of the licensed service area.
- 1.10 **Co-payment** means a fixed amount that can be charged to a Member on a per-service basis. [42 C.F.R. § 422.2.] Co-payments are the responsibility of the Member and are payable directly to Provider. In the event a Member is a Medicare beneficiary, the amount that Provider may bill the Member is governed by Title XVIII of the Social Security Act, its implementing regulations, and the CMS Contract.
- 1.11 **Cost-sharing** includes deductibles, coinsurance, and co-payments. [42 C.F.R. § 422.2.]
- 1.12 **Covered Services.** Means those Medically Necessary services for which the Member is entitled to receive benefits in accordance with his or her Benefit Program. To be covered, a service must be both Medically Necessary and otherwise within the scope (including all procedural requirements) of the applicable Member's Benefit Program, except to the extent that HealthSpring, in its sole discretion, may waive any provision of a Benefit Program for an individual Member on a case-by-case basis.
- 1.13 **Deductible** means the amount Members must pay for health care or prescriptions, before HealthSpring begins to pay. Any said Deductible is based on the allowed fees of HealthSpring and is defined by the Member's Benefit Program.
- 1.14 **Emergency/Emergency Services.** Means health care services provided in an emergency facility or comparable facility to evaluate and stabilize medical conditions of a recent onset and severity, including but not limited to, severe pain, that would lead a prudent layperson, possessing an average knowledge of medicine and health, to believe that his or her condition, sickness, or injury is of such a nature that failure to get immediate medical care could result in placing the patient's health in serious jeopardy; serious impairment to bodily functions; serious dysfunction of any bodily organ or part; serious disfigurement; or in the case of a pregnant woman, serious jeopardy to the health of the fetus. The final determination of whether Emergency Services were required shall be made by HealthSpring or its designee, subject to appeal under the applicable appeals procedure.
- 1.15 **Government Agency.** Any local, state or federal entity with regulatory and/or other authority over HealthSpring, Provider, this Agreement or any Benefit Program.
- 1.16 **Group Provider.** A particular Physician in Physician Group that participates with HealthSpring through and is therefore bound to this agreement.
- 1.17 **Medically Necessary (or Medical Necessity)** means reasonable and necessary services or supplies provided by a physician, or other health care provider, licensed by the appropriate state or federal agency, or as otherwise approved by HealthSpring, to identify or treat a condition, disease, ailment,

sickness or bodily injury and that, in the opinion of HealthSpring: is not experimental or investigational; that is consistent with the symptoms or diagnosis of the Member's condition, disease, ailment or injury; that is appropriate in regard to standards of good medical practice; that is not primarily for the personal comfort or convenience of the Member, his or her family physician, hospital or other provider; and that is the most appropriate supply or level of service that can safely be provided to the Member consistent with standards of good medical practice. The fact that a physician has prescribed, performed, ordered, or coordinated a service or course of treatment does not, in and of itself, mean HealthSpring considers it Medically Necessary.

- 1.18 **Medicare Advantage Member.** A Member who is eligible to receive Covered Services under a Benefit Program under the Medicare Advantage Program included in this Agreement.
- 1.19 **Medicare Advantage Program** The comprehensive managed care program for Medicare created under the Balanced Budget Act of 1997 (Pub.L. 105-33, Aug. 5, 1997, 111 Stat. 251) and contained in Title XVIII, Part C of the Social Security Act (42 U.S.C.A. §§ 1395w-21 to -29 (West Supp. 2007)) and the rules and regulations promulgated thereunder.
- 1.20 **Member.** A person who is eligible to receive Covered Services under a Benefit Program included in this Agreement.
- 1.21 **Non-Covered Service** means those services which are not covered under the terms of a Benefit Program.
- 1.22 **Participating Provider** means a physician, hospital, pharmaceutical company, medical equipment company, ambulatory surgery center, diagnostic center, birthing center, outpatient therapy center, extended care facility, home health agency, hospice, or other person, institution or organization providing Covered Services to Members pursuant to an agreement with HealthSpring.
- 1.23 **Out-of-Network** means certain services offered to Members outside of the HealthSpring's Provider Network as defined and described under the Member's Benefit Plan. If a Member chooses to utilize out-of-network providers, eligible charges will be reimbursed at the Usual and Customary rate subject to an annual deductible and coinsurance.
- 1.24 **Payor Designee.** Any third party to whom HealthSpring delegates financial responsibility for reimbursement to Provider for Covered Services provided under the terms of this Agreement.
- 1.25 **Primary Care Physician ("PCP")** means a Participating Provider who is a General Practice, Family Practice, Pediatric, Internal Medicine, or other Physician designated by HealthSpring to provide Primary Care Services to Members pursuant to a Participating Provider agreement with HealthSpring.
- 1.26 **Provider** means (1) any individual who is engaged in the delivery of health care services in a state and is licensed or certified by the state to engage in that activity in the state; and (2) any entity that is engaged in the delivery of health care services in a state and is licensed or certified to deliver those services if such licensing or certification is required by State law or regulation. [42 C.F.R. § 422.2.]
- 1.27 **Provider Manual.** The HealthSpring document incorporated herein by reference containing administrative policies and procedures relating to issues such as credentialing, utilization review, physician grievances and quality assurance.

- 1.28 **Urgently Needed Services.** Covered Services provided when a Member is temporarily absent from the licensed service area (or, if applicable, Continuation Area) (or, under unusual and extraordinary circumstances, provided when a Member is in the licensed service area or Continuation Area, but HealthSpring's provider network is temporarily unavailable or inaccessible) when such services are Medically Necessary and required without delay in order to prevent the serious deterioration of a Member's health as a result of an unforeseen illness, injury, or condition and it was not reasonable given the circumstances to obtain the services through HealthSpring.
- 1.29 **Usual and Customary.** The charge for health care that is consistent with the average rate or charge for identical or similar services in a certain geographical area.
- 1.30 **Utilization Management Program.** The functions, including, but not limited to Prior Authorization, Referral and prospective, concurrent and retrospective review, performed or required by HealthSpring, an Affiliate, a Payor, or any other authorized person or entity to review and determine whether medical services or supplies which have been or will be provided to Members are covered under a Benefit Program and meet the criteria as Medically Necessary.

ARTICLE II OBLIGATIONS OF HEALTHSPRING

- 2.1 **Notification Regarding Members.** HealthSpring agrees to provide Physician Group with eligibility information regarding Members. HealthSpring will furnish Members with a means of identifying themselves to Physician Group as covered under a contract for the provision of health care services through HealthSpring. Such methods of identification shall include (i) identification cards that indicate an affiliation with HealthSpring; (ii) affixing the HealthSpring logo to identification cards; and (iii) a HealthSpring phone number identifier. HealthSpring shall use its best efforts to provide the most current eligibility information on the date of inquiry for Members.
- 2.2 **Quality Assurance and Utilization Management.** HealthSpring shall provide for appropriate utilization management and peer review procedures as identified in the Provider Manual which are necessary to achieve and maintain medically appropriate, cost-effective delivery of quality health care as provided by HealthSpring Physicians and Participating Hospitals.

ARTICLE III OBLIGATIONS OF PHYSICIAN GROUP REGARDING GROUP PROVIDERS

- 3.1 **Authority to Contract.** Physician Group warrants that it has the authority to contract on behalf of each Group Provider and to bind them to all of the terms and provisions of this Agreement. Physician Group will provide HealthSpring with representative agreements or certified excerpts thereof demonstrating such authority. Physician Group will notify Physician Group Providers of their rights and duties under this Agreement and of all amendments and modifications thereto.
- 3.2 **Agreements with Group Providers.** Physician Group agrees to allow HealthSpring to review copies of its current standard agreements with Group Providers concurrently with the execution of this Agreement and, thereafter, upon each anniversary of this Agreement's Effective Date, its written policies and procedures pursuant to such agreements, and its bylaws and articles of incorporation and any modifications thereto. No such modification shall affect the terms of this Agreement unless HealthSpring and Physician Group agree

in writing to make such modification part of this Agreement within ninety (90) days of the Agreement's renewal date.

- 3.3 **Conflicts.** Physician Group represents that the terms of this Agreement do not conflict with the terms of its agreements with Group Providers. However, Physician Group represents that the terms of this Agreement shall apply in any situation where there is an inconsistency or conflict with the terms of any agreement between the Group Provider and Physician Group or with respect to any matter which is not addressed in any such agreement between the Group Provider and Physician Group, and that Physician Group shall be responsible to HealthSpring for any such inconsistency or conflict in terms. This provision shall supersede any similar provision in any agreement between Physician Group and Group Provider.
- 3.4 **Group Provider Credentialing.** Physician Group shall provide HealthSpring with, but not limited to, a list of the names, practice locations, federal tax identification numbers, medical practice license numbers, DEA numbers, DPS numbers, Medicare certification numbers, professional practice names and legal partnerships, and the business hours of all physicians and allied health professionals that contract with Group in a format acceptable to HealthSpring. HealthSpring shall notify Group of all such physicians and allied health professionals approved by HealthSpring to be Group Providers. Group shall provide HealthSpring with updated additions, deletions, status changes, and address changes to the list of Group Providers in a format acceptable to HealthSpring within thirty (30) days of any such change. A list of Group Providers is attached hereto as Exhibit C, which may be amended from time to time in accordance with the foregoing.
- 3.5 **Termination of Group Provider by Physician Group.** Physician Group shall use best efforts to notify HealthSpring in writing at least ninety (90) days prior to any action by Physician Group to terminate a Group Provider's agreement with Physician Group. When ninety (90) days prior notice is not possible, Physician Group shall provide as much advance notice as possible. Physician Group shall notify HealthSpring whenever a Group Provider provides notice that he or she intends to terminate employment with Physician Group and whenever Physician Group knows of an occurrence causing the immediate termination of a Group Provider under of this Agreement.
- 3.6 **Termination of Group Provider upon Request of HealthSpring.** Physician Group shall terminate the participation of a particular Group Provider under this Agreement immediately upon written request of HealthSpring, in the event of:
- 3.6.1 any misrepresentation or fraud by a Group Provider in the credentialing process;
 - 3.6.2 any action by a Group Provider which, in the reasonable judgment of HealthSpring, constitutes gross misconduct or may jeopardize the health and safety of a Member;
 - 3.6.3 Group Provider's loss, suspension, restriction or action regarding his or her license to practice medicine or dentistry, narcotic registration certificate issued by the Drug Enforcement Administration ("DEA"), or certification to participate in Medicare or Medicaid;
 - 3.6.4 Group Provider's repeated failure to comply with HealthSpring's or a Payor's Utilization Management Program, Quality Improvement Program and/or HealthSpring's credentialing criteria.
 - 3.6.4.1 In the event of non-compliance by Group Provider, HealthSpring agrees the Group Provider will have a period of ninety days to remedy the situation and will not be subject to termination in the event the non-compliance has been cured;
 - 3.6.5 Group Provider's failure to maintain professional liability insurance in accordance with this Agreement; or,
 - 3.6.6 for those Group Providers who have admitting privileges, the loss of medical staff privileges.

- 3.7 **Process of Termination of a Particular Group Provider.** At least ninety (90) days prior to the termination of a Group Provider's status as a Participating Provider, HealthSpring shall notify Physician Group regarding the fact of termination of a particular Group Provider, except in the case of imminent harm to patient health, action against license to practice medicine or dentistry or fraud or malfeasance, in which case termination may be immediate. The reasons for termination are available only to Group Provider.
- 3.8 **Termination of Group Provider.** In the event of HealthSpring termination of a particular Group Provider, HealthSpring must give Group Provider written notice of the following: (i) The reasons for the action, including the requirements listed in 42 C.F.R. § 422.202 (d); (ii) Group Provider's right to appeal the action and the process and timing for requesting a hearing. The majority of the panel members' evaluation the appeal of Group Provider will be peers of Provider. If this Agreement is suspended or terminated because of deficiencies in the quality of care, HealthSpring must give written notice of that action to licensing or disciplinary bodies or to other appropriate authorities.

ARTICLE IV PROVISION OF SERVICES BY GROUP PROVIDERS

- 4.1 **General.** Group Providers agree to provide or arrange to provide all Medically Necessary Covered Physician Services for Members selecting a Group Provider as their Primary Care Physician, including Emergency Services or for Members who may be referred to a Specialist Group Provider by Member's Primary Care Physician, for certain services for which Specialist Physician has specialized. Group Providers shall be available and accessible to Members 24 hours a day, 7 days a week, including holidays.

For after-hours calls, Group Providers and/or Physician Group must either: 1) provide an employee or an answering service; or 2) provide an answering machine message which gives another telephone number for an answering service or for a "live" person. Physician Group shall not provide a telephone number of a hospital emergency room as the number for an answering service. In the event Group Provider is unable or unavailable to provide patient care or referral services to a Member, Group Provider must arrange for another Physician to provide such services on Physician's behalf.

Physician or his designee shall be available at all times to direct patient care from hospital emergency department personnel for determination of appropriateness and Medical Necessity and to provide emergency care and treatment and post-stabilization treatment to Members. Physician acknowledges and agrees that such requests must be responded to by Physician within the time appropriate to the circumstances, but in no case to exceed one (1) hour. A Member with a chronic, disabling, or life-threatening illness may apply to HealthSpring's medical director to use a Specialist Physician as the Member's Primary Care Physician. In such a situation, all duties and obligations of a Primary Care Physician as defined in the Provider Manual will belong to the Specialist Physician.

- 4.2 **Provider Manual.** Physician Group and Group Providers shall reasonably comply with all policies and procedures identified in the Provider Manual for evaluating and ensuring quality of care and utilization management as set forth in this Agreement. Physician Group acknowledges that HealthSpring may amend the Provider Manual from time to time in its sole discretion. HealthSpring will use best efforts to inform Physician Group at least thirty (30) days prior to the effective date of changes that materially affect the terms of this Agreement.

- 4.3 **Administrative Policies and Procedures.** Physician Group agrees to comply with all Administrative Policies and Procedures relating to the delivery of medical services as set forth in this agreement and as contained in the Provider Manual and updated from time to time. In addition, Physician Group agrees to comply with all applicable state and federal laws and regulations including, but not limited to all applicable statutory, regulatory, and CMS requirements relating to Medicare Advantage Members, attached hereto as Exhibit B. If any fines or sanctions are levied against HealthSpring by applicable state or federal agencies or fines are imposed by HealthSpring resulting from non-compliance by Physician Group of contracted obligations, HealthSpring shall have the right to withhold from future payments to Physician Group: a) the entire amount of such fine or sanction if Physician Group or a particular Group Provider is the sole cause of such a fine or sanction levied or imposed; or b) a *pro rata* share of such fine or sanction amount if Physician Group is not the sole cause of the fine or sanction levied or imposed.
- 4.4 **Malpractice Coverage.** Physician Group shall maintain professional liability policies at limits in accordance with community standards and as required by HealthSpring as set out in the Provider Manual. Physician Group shall provide HealthSpring thirty (30) days advance notice of cancellation of medical malpractice insurance. In addition, Physician Group agrees that if its professional liability insurance coverage is through a claims made policy, it shall, for a period of two (2) years after termination of this Agreement, either purchase tail coverage for such period or else remain in the practice of medicine and be covered by a claims made policy with limits equal to or greater than those set forth above. In addition, Physician Group, at its sole cost and expense, agrees to maintain such policies of general and professional liability insurance and other insurance as necessary to insure Physician Group and Physician Group's employees, agents, and representatives against claims for damages arising from personal injuries or death occasioned directly or indirectly in connection with the performance of any Covered Services provided hereunder, the use of any property and facilities provided by Physician Group, or activities performed by Physician Group in connection with this Agreement. Physician Group agrees to provide HealthSpring appropriate certificates or other evidence of such general and professional liability insurance coverage upon request.
- 4.5 **Admissions.** Physician Group and Group Providers shall make best effort to admit Members requiring hospital services only to HealthSpring Participating Provider hospitals unless the necessary hospital services are not available from a Participating Provider hospital or in the case of an Emergency. Except in the case of an Emergency or unless otherwise required by law, Physician Group shall seek prior authorization from HealthSpring when admitting Members to any hospital. Physician Group shall notify HealthSpring no later than the next business day following an Emergency admission.
- 4.6 **Referrals.** Physician Group shall make best effort to refer Members only to Participating Providers unless the required medical services are unavailable through a Participating Provider. Physician Group shall seek prior authorization from HealthSpring prior to referring to non-Participating Providers except in the case of an Emergency or unless otherwise required by law. Physician Group agrees to notify HealthSpring no later than the next business day following an Emergency referral.
- 4.7 **Quality Assurance and Utilization Management.** Provider shall participate and comply with all HealthSpring utilization management and quality assurance procedures as identified in the Provider Manual.
- 4.8 **Change of Panel.** Physician Group and Group Providers will consider acceptance of all Members who select Group Provider as their Primary Care Provider unless Group Provider or Physician Group has given HealthSpring a minimum of ninety (90) days prior written notice, beginning on the first day of the

month following receipt by HealthSpring of such notice and ending on the last day of the third following month, that Group Provider or Physician Group desires to close his/her panel to new patients. Upon such notice, Group Provider's or Physician Group's panel will thereby effectively close new Members on the last day of the month in which said ninety (90) day notice expires. Group Provider's or Physician Group's ability to close his/her panel to Members shall be contingent upon Group Provider's or Physician Group's panel status participation being consistent with other Health Plans. If a Member does not select a Primary Care Physician at the time of application or enrollment, HealthSpring may assign Member to a Primary Care Physician. If applicable, HealthSpring shall notify Group Provider and/or Physician Group of Member's assignment within thirty (30) working days of the assignment.

- 4.9 **Closure of Panel by HealthSpring.** HealthSpring reserves the right to close a Primary Care Physician's panel in the event there is a demonstrated failure of Primary Care Physician to comply with any of HealthSpring's Policies and Procedures as outlined in the Provider Manual and as determined in the sole discretion of HealthSpring.
- 4.10 **Notice Regarding Limitation of Covered Services.** In the case that a Covered Service provided by Physician Group is limited in scope by HealthSpring due to level of care and/or place of service, HealthSpring shall provide Physician Group written confirmation of what Covered Service is approved, prior to the provision of such care. Such written explanation of Covered Service shall specify any limits or further requirements applicable to the particular authorization. This must specifically state the number of days approved for the type of care authorized. Should HealthSpring fail to identify these special limits or further requirements, HealthSpring may not deny or reduce payments on grounds of Physician Group's failure to comply with the special limits of further requirements. The requirements of this section shall be subject to all applicable prior authorization requirements of HealthSpring and any eligibility changes of which Physician Group has received notice within thirty (30) days of the date of the cancellation.
- 4.11 **Physician Group Requests for a Member to Transfer to the Care of Another Provider.** Physician Group shall comply with all HealthSpring policies and procedures identified in the Provider Manual for the transfer of a Member to the care of another provider. Physician Group agrees to communicate all Member transfer requests directly to HealthSpring.
- 4.12 **Inspections.** Subject to any applicable restrictions and any available peer review privileges, upon ten (10) days prior written notice, and at reasonable hours, HealthSpring may inspect Physician Group's premises and operations for the purpose of ensuring that they are adequate to meet HealthSpring's needs.
- 4.13 **Non-Solicitation of Members.** During the term of this agreement and for a period of one (1) year thereafter, Physician Group and Group Providers shall not attempt to persuade or solicit Members to change health plans. The foregoing shall not limit Physician Group's or Group Provider's right to provide medical advice regarding Members' health or healthcare treatment.
- 4.14 **Licensure and Accreditation.** Physician Group represents and warrants that each Group Provider is currently licensed to practice medicine in accordance with the laws of the State of Texas and shall maintain such license(s) in good standing while this Agreement is in effect.
- 4.15 **Medicare and Medicaid Eligibility.** Physician Group represents and warrants that each Group Provider is, and for the duration of this Agreement shall remain, in good standing under the Medicare and Medicaid

Programs (Titles XVIII and XIX) of the Social Security Act, as amended from time to time, and that he/she will maintain said good standing for the duration of this Agreement.

- 4.16 **Notice to HealthSpring.** Physician Group agrees to provide immediate written notice to HealthSpring in the case of suspension or revocation or initiation of any proceeding that could result in the suspension, revocation, limitation or restriction of a Group Provider's licensure, Medicare or Medicaid qualification status, or malpractice insurance. Physician Group shall also provide copies of any corrective action plans and responses to HealthSpring within 15 days of response to the requesting agency or regulatory body. If Physician fails to notify HealthSpring of the foregoing, HealthSpring may immediately terminate this agreement pursuant to the termination sections herein.

ARTICLE V REIMBURSEMENT FOR PROVISION OF COVERED SERVICES

- 5.1 **Physician Group Agrees to Seek Payment Only from HealthSpring.** Physician Group hereby agrees that in no event, including but not limited to, non-payment, health maintenance organization insolvency, or breach of this agreement, shall Physician Group or Group Provider bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from, or have any recourse against Member or persons other than HealthSpring for services provided pursuant to this agreement. This provision shall not prohibit collection of copayments, deductibles, and coinsurances on HealthSpring's behalf made in accordance with the terms of the applicable Benefit Plan. Provider further agrees that (a) 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 HealthSpring Members, and that (b) this provision supersedes any oral or written contrary agreement now existing or hereafter entered into between Provider and Member, or persons on their behalf. Provider may not change, amend, or waive any provision of this contract without prior written consent of HealthSpring. Any attempts to change, amend, or waive this contract are void.
- 5.2 **Physician Group Statement and Claims Submission.** When billing fee for service, or providing encounter data, Physician Group agrees to submit to HealthSpring statements for Medically Necessary Covered Services rendered to Member, including a full itemization of treatments given or services provided. Statements must include all necessary provider and Member identification, including, but not limited to, Member name and number; provider name; date of service; diagnostic code; procedure code; verification and/or prior authorization numbers, if applicable, and copies of any required referral authorization forms. Such billings shall be on the CMS 1500 Form or any other format as approved by HealthSpring. Physician Group shall be compensated those amounts set forth in Exhibit A of this Agreement, as amended from time to time in accordance with this agreement, for Members who have chosen to receive their medical care from Physician Group. All billings or, where applicable encounter data, must be accompanied by proper authorization. Claims or encounter data must be submitted within ninety (90) days of the date of service for payment to be considered. Upon receipt of a clean claim for fee for service provided, HealthSpring agrees to reimburse Physician Group no later than forty-five (45) days after receipt of a clean claim. Physician Group may not bill Member for any Covered Service by reason of denial of payment by HealthSpring for late submission of statement later than ninety (90) days from date of service. Physician Group shall have ninety (90) days from receipt of an explanation of benefits statement from HealthSpring within which to appeal the adjudication of a claim. Physician Group shall make such appeal, in accordance with HealthSpring's Provider Manual.

- 5.3 **Co-payments and Coordination of Benefits (COB).** Physician Group shall be responsible for collection of co-payments in accordance with the applicable Benefit Agreement and/or State or Federal law and shall cooperate with HealthSpring in the collection of COB payments from or on behalf of Member according to the Provider Manual.

ARTICLE VI TERM AND TERMINATION

- 6.1 **Term.** This Agreement shall commence on the date set forth below and shall continue in effect until terminated by either Physician Group or HealthSpring in accordance with the provisions of this Agreement.
- 6.2 **Termination.**
- 6.2.1 This Agreement may be terminated without cause by either party hereto upon ninety (90) days advance written notice. The termination date shall be the last day of the third month following the month in which the ninety (90) days notice was given.
- 6.2.2 This Agreement may be terminated for any reason at any time by mutual agreement of the parties.
- 6.2.3 Pursuant to the provisions of applicable law and regulation, this Agreement may be terminated immediately upon written notice to Physician Group in the event that there is (i) imminent harm to patient health; (ii) any action by a state medical board, other medical board, licensing board, or other governmental agency that may impair the Physician's ability to practice medicine; or (iii) a case of fraud or malfeasance.
- 6.2.4 This Agreement may be terminated immediately upon written notice in the event HealthSpring loses licensure or other governmental authorization necessary to perform its obligations under this Agreement.
- 6.2.5 Should either party default in performance of any duties or obligations stated in this Agreement, and the default or breach has not been cured within thirty (30) days after receipt of written notice of such default or breach from the other party, the non-defaulting party may terminate this Agreement by delivering written notice of failure to cure to the defaulting party. Termination under this section is effective upon the later of the expiration of the thirty (30) day period or a date specified in the termination notice if such date exceeds thirty (30) days.
- 6.3 **Termination of Physician Group.** In the event of HealthSpring termination of Physician Group, HealthSpring must give Physician Group written notice of the following: (i) The reasons for the action, including the requirements listed in 42 C.F.R. § 422.202 (d); (ii) Physician Group's right to appeal the action and the process and timing for requesting a hearing. The majority of the panel members' evaluation the appeal of Physician Group will be peers of Physician Group. If the Agreement is suspended or terminated because of deficiencies in the quality of care, HealthSpring must give written notice of that action to licensing or disciplinary bodies or to other appropriate authorities.
- 6.4 **Continuation of Treatment.** Except for immediate termination, when a terminated Group Provider is treating a Member with recognized "special circumstances" defined as a condition such that the treating

physician or provider reasonably believes that discontinuing care by the treating physician or provider could cause harm to the Member who has a disability, acute condition, or life-threatening illness or is past the twenty-fourth (24th) week of pregnancy, HealthSpring will continue to reimburse Group Provider at no less than at the contract rate for the continued provision of ongoing treatment to a Member in exchange for continuity of ongoing treatment of a Member then receiving medically necessary treatment in accordance with the dictates of medical prudence. Provider may not seek payment from the Member for any amount for which the Member would not be responsible if Group Provider were still in as HealthSpring Participating Provider for a period of up to ninety (90) days for a Member of special circumstances (or six (6) months in the case of a Member of special circumstances with a terminal medical condition).

- 6.5 **Member Notification.** Physician Group and Group Providers remain liable for any obligations or liabilities arising from conduct prior to the effective termination date. HealthSpring shall notify Members seeking professional services after the date of termination that the Group Provider is no longer a Participating Provider. Also, HealthSpring will use best efforts to provide written notice of the termination of a PCP to all members who are patients of that PCP, or for termination of a Physician Group Specialist Provider, to all patients seen on a regular basis, at least thirty (30) days prior to the termination effective date. [42 C.F.R. § 422.111(e)].

ARTICLE VII MISCELLANEOUS

- 7.1 **Provider Network.** For purposes of this Agreement, the term "Participating," as applied to a Physician, Facility, Ancillary or other provider of health care services, means that the provider is under contract to provide Covered Services to Members. A provider is "Participating" if the provider is: (i) Provider; or (ii) under direct contract with HealthSpring to provide Covered Services to Members; and (iii) credentialed by HealthSpring.
- 7.2 **Directories.** Provider agrees that HealthSpring may produce and distribute provider directories, which may include Provider to potential HealthSpring Members during the term of this Agreement.
- 7.3 **Warrants and Representations.** Provider warrants that Provider has the authority to contract on behalf of itself and all facilities listed on Exhibit B hereto and to be bound to all of the terms and provisions of this Agreement. Furthermore, Provider warrants and represents that: (a) Provider is licensed by the state in which it is located to operate and provide Covered Services; (b) Provider operates and provides Covered Services in compliance with all applicable local, state, and federal laws, rules, regulations and institutional and professional standards of care; (c) Provider is certified to participate in Medicare under Title XVIII of the Social Security Act, and in Medicaid under Title XIX of the Social Security Act or other applicable state law pertaining to Title XIX of the Social Security Act; (d) Provider is accredited by the appropriate Accreditation Organization; and (e) Provider shall maintain such licensure, compliance, certification and accreditation throughout the term of this Agreement.
- 7.4 **Status as Independent Entities.** The relationship between HealthSpring and Provider shall be that of independent contractors. None of the provisions of this Agreement are intended to create or shall be deemed or construed to create any relationship between Provider and HealthSpring other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this Agreement. Neither Provider nor HealthSpring, nor any of their respective agents, employees, or representatives shall be construed to be the agent, employee or representative of the other. This

Agreement shall not create any rights in any third party, other than a Government Agency, who has not entered into this Agreement nor shall this Agreement entitle any such third party, other than a Government Agency, to enforce any rights or obligations that may be possessed by such third party. This Agreement shall not create, and shall not be construed as creating, any partnership, joint venture, or agency relationship or employer-employee relationship, or any other relationship except that of independent contractors. Nothing contained in this Agreement shall cause either HealthSpring or Provider to be liable or responsible for any debt, liability or obligation of the other party or any third party unless such liability or responsibility is expressly assumed by the party sought to be charged therewith.

- 7.5 **Regulation; Severability.** HealthSpring is subject to the requirements of various HMO Laws. Any provision required to be in this Agreement by any of the above shall bind Provider and HealthSpring whether or not provided herein. If any provision of this Agreement is rendered invalid or unenforceable by any local, state, or federal law, rule or regulation, or declared null and void by any court of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect. HealthSpring shall secure and maintain in effect any and all necessary licenses issued by the applicable Government Agency required for the performance of HealthSpring's duties under this Agreement. HealthSpring shall inform Provider of any material change with respect to any license or failure to comply with any regulatory filing or requirement of the HMO Laws as may affect the adherence to or performance of obligations under this Agreement.
- 7.6 **Amendments.** All amendments to this Agreement or any of its Addenda which modify the current language shall not be valid unless (i) in writing and subscribed by an authorized representative of the party against which such modification, alteration, amendment or waiver is asserted and (ii) approved by any Government Agency whose oversight is required. Notwithstanding the foregoing, HealthSpring may amend any provision of a Benefit Program, or unilaterally amend this Agreement, with notice to Provider, if required to do so pursuant to any federal, state or local law, rule or regulation. Any change or deletion of the provisions of the CMS Contract that is required by CMS or by change in law shall be automatically incorporated and effective immediately under this Agreement.
- 7.7 **Assignability; Successors in Interest.** Neither this Agreement, nor any of Provider's rights or obligations hereunder, is assignable by Provider without the prior written consent of HealthSpring, which consent will not be unreasonably withheld. Notwithstanding the foregoing, HealthSpring may, without Provider's consent and in its sole discretion, validly assign this Agreement to any affiliate or successor in interest of HealthSpring. In the event Provider acquires an additional Provider not listed in Exhibit C as of the Effective Date, such Provider shall be included as participating under this Agreement as of date such Provider is acquired and credentialed by HealthSpring according to the procedures in the Provider Manual and HealthSpring policies and procedures. In the event following the Effective Date, HealthSpring acquires a health insurance organization offering similar Benefit Programs as those covered under this Agreement, such organization shall have access to this Agreement as of the date such organization is acquired by HealthSpring. Notwithstanding the foregoing, this Agreement and the rights and obligations hereunder shall inure to the benefit of any successors-in-interest or permitted assigns of the parties.
- 7.8 **Hold Harmless of the Parties.** The parties agree to hold the other party harmless against any and all claims, demands, damages, liabilities and costs incurred by either party which directly or indirectly result from or arise in connection with any negligent act or omission of HealthSpring or Provider, HealthSpring's or Provider's agents or employees, in performing their obligations hereunder.

- 7.9 **Governing Law.** This Agreement shall be governed by, as applicable, Federal law and/or the laws of the state where a majority of the services under this agreement are performed, regardless of any conflicts of laws or rules that would require the application of the laws of another jurisdiction.
- 7.1 **Dispute Resolution.** It is understood that, unless otherwise provided herein or specifically prohibited by defendant's professional liability carrier, any dispute arising out of or relating to this Agreement shall be submitted to arbitration in accordance with the following procedures:
- a. A claim under this section shall only be filed after the HealthSpring Grievance Procedures have been exhausted, as outlined in the Provider Manual.
 - b. Either party wishing to commence dispute resolution shall send a written notice of intent to mediate to the other party, specifying in detail the nature of the dispute and proposing a resolution thereof. Within thirty (30) business days after such notice is received by the other Party, each Party shall meet to mediate the dispute prior to the expiration of the thirty (30) business day period.
 - c. Non-binding arbitration may be commenced after the expiration of the thirty (30) business days after such notice is received by the other party, provided the dispute has not been resolved during such thirty (30) business day period.
 - d. To the extent reasonably practicable, the arbitrators shall be persons knowledgeable in the health care industry, with experience in managed care and medical group practice. In the event the parties cannot agree on the arbitrator, then the arbitrator shall be appointed by the American Arbitration Association.
 - e. Arbitration must be commenced within thirty (30) calendar days after the matter in dispute occurred, unless the parties agree in writing to extend the time limit.
 - f. The parties shall not resolve grievances via a lawsuit or resort to court process except as state and/or federal law provides for judicial review of arbitration proceedings. It is understood and agreed that any fees or costs of arbitration shall be borne by the non-prevailing party unless otherwise assessed by the arbitrators. It is also understood that when administrative fees are required prior to final appointment by the arbitrators, such fees shall be payable by the party initiating the arbitration.
 - g. The arbitration shall be conducted in Dallas County, in accordance with and subject to the Commercial Arbitration Rules of the American Arbitration Association then in effect, or under such other mutually agreed upon guidelines. Judgment upon the award rendered in any such arbitration may be entered in any court of competent jurisdiction sitting in Dallas County, Texas, or application may be made to such court for judicial acceptance and enforcement of the award, as applicable law may require or allow.
 - h. The submission of any dispute to arbitration shall not adversely affect either party's right to seek preliminary injunctive relief with respect to an actual or threatened termination, repudiation, or rescission of the Agreement.

- 7.2 **Notices.** Any notice required or desired to be given under this Agreement shall be in writing and shall be sent by certified mail, return receipt requested, by overnight courier or by hand delivery addressed as follows. Notices shall be deemed to be received two (2) business days after mailing.

HealthSpring: HealthSpring Life and Health Insurance Co., Inc.
2900 N. Loop West, Suite 1300
Houston, Texas 77092
ATTN: General Counsel

Provider:

Southwest Medical TPA
3417 - 13th St., Suite 1
Lubbock, TX
79423

- 7.3 **Confidential Information.** Both parties recognize and acknowledge that, by virtue of entering into this Agreement, each party, its affiliates, employees and agents, will have access to certain information of the other party that is confidential and constitutes valuable, special and unique property of the other party. The parties shall not, and shall ensure that its affiliates, employees and agents, shall not, at any time, either during the term of this Agreement or subsequent to the expiration or any termination of this Agreement, without the prior written consent of the other party, disclose to others, use, copy or permit to be copied or used, except as may be otherwise permitted hereunder, any such confidential information of the other party including, without limitation, trade secrets, information with respect to the names, whereabouts and needs of patients or members of other party, costs, prices, marketing plans, and treatment methods and protocols at any time used, developed, or made by or for other party during the term of this Agreement. Notwithstanding the foregoing, the parties may disclose information related to this Agreement if necessary pursuant to law, rule or regulation. The parties may provide this agreement and any addenda to legal or tax advisors, as necessary. HealthSpring may provide compensation terms to payors, as applicable, and Provider may discuss Provider reimbursement methodologies with Members requesting such information. Further, the parties may disclose the fact of this Agreement in Provider directories and/or other marketing materials as otherwise permitted under this Agreement.
- 7.4 **Force Majeure.** Neither party shall be liable to the other for failure to perform any of the services required herein in the event of strikes, lockouts, calamities, acts of God, unavailability of supplies or other events over which the affected party has no control, for so long as such event continues and for a reasonable period of time after such event occurs.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties have executed this Agreement intending to be bound as of the Effective Date.

PHYSICIAN GROUP

HEALTHSPRING LIFE & HEALTH
INSURANCE COMPANY, INC.

Corey J Haggard MD
Signature

[Signature]
Signature

Corey Haggard M.D.
Print Name

Scott Jacobson
Print Name

Southwest Medical IPA
Title

WP
Title

10-1-09
Date of Execution

10/19/09
Date of Execution

12/1/2009
Effective Date

EXHIBIT A

FEE-FOR-SERVICE PHYSICIAN GROUP COMPENSATION

MEDICARE MEMBERSHIP

1. Reimbursement to participating Physician Group Primary Care Physician shall be **105%** of the current year's Medicare RBRVS Allowable Fee Schedule for Medicare Advantage Members as updated regularly by CMS.

Reimbursement to participating Physician Group Specialist Physician shall be **100%** of the current year's Medicare RBRVS Allowable Fee Schedule for Medicare Advantage Members as updated regularly by CMS.
 - a. Each item of service shall be identified by a CPT service code.
 - b. Physician Group shall be responsible for collecting all authorized co-payments. The amount of the authorized co-payments shall constitute a credit on Physician Group reimbursable fee.
 - c. Physician Group acknowledges that HealthSpring may adjudicate claims submitted by Physician Group per medical and/or surgical practice standards.
 - d. Payments shall be made according to CMS multiple procedure guidelines and according to the CCI bundling edits as Medicare follows.
2. Participating Provider shall be responsible for receiving authorization prior to providing services and in accordance with HealthSpring referral procedures as contained in the Provider Manual.
3. In the event the Participating Provider shall provide authorized services that cannot be identified in accordance with this Exhibit A then payment to Provider will be reimbursed at 50% of billed charges.

EXHIBIT B

MEDICARE ADVANTAGE TERMS AND CONDITIONS OF PARTICIPATION

This exhibit may be updated and amended at any time in order to comply with any local, state or federal governmental laws, rules or regulations. Physician Group (referred to in this exhibit as "Provider") will be notified regarding these changes as soon as practicable after changes have been announced.

1. **Confidentiality of Records.** For any medical records or other information Provider maintains with respect to Members, Provider must establish procedures to: (a) safeguard the privacy of any information that identifies a Member; (b) release information from, or copies of, records only to authorized individuals; (c) ensure that unauthorized individuals cannot gain access to or alter Member records; (d) release original medical records only in accordance with Federal and State laws, court orders, or subpoenas; (e) maintain the records and information in an accurate and timely manner; (f) ensure timely access by Members to the records and information that pertain to them; and (g) abide by all state and federal laws regarding confidentiality and disclosure for mental health records, medical records, other health information and Member information. [42 C.F.R. § 422.118.]
2. **Prompt Payment.** HealthSpring agrees to comply with the prompt payment provisions set forth in this Agreement. [42 C.F.R. § 422.520(b).]
3. **Hold Harmless of Members.** Provider shall accept as payment in full for Covered Services provided to Members the compensation specified in this Agreement. Provider agrees that in no event, including, but not limited to nonpayment by HealthSpring, HealthSpring's insolvency, or breach of this Agreement, shall Provider bill, charge, collect a deposit from, or seek compensation, remuneration, or reimbursement from, or have any recourse against Members or persons other than HealthSpring acting on Member's behalf for services provided under this Agreement. This provision shall not prohibit Provider from collecting from Members any applicable co-payments or fees for non-Covered Services delivered to a Member. With respect to Covered Services furnished prior to the termination of this Agreement, this section shall survive the termination of this Agreement (regardless of the reason for termination, including insolvency of HealthSpring), shall be construed to be for the benefit of Members, and supersedes any oral or written contrary agreement now existing or later entered into during the term of this Agreement between Provider and a Member or persons acting on a Member's behalf. Provider acknowledges that in the event of HealthSpring's insolvency or other cessation of operations, benefits to Members will continue through the period for which payment from CMS to HealthSpring has been paid, and benefits of Members who are inpatients in a hospital on the date of insolvency or other cessation of operations will continue until their discharge. No changes in the insolvency protection or continuation of benefits provisions under this Section shall be made without prior written approval of CMS, if applicable. [42 C.F.R. § 422.504(g).]
4. **Access to and Maintenance of Records.** Provider hereby agrees to the following: the Department of Health and Human Services ("DHHS"), the Comptroller General, or their designee may evaluate, through inspection or other means: (a) the quality, appropriateness, and timeliness of services furnished to Members; and (b) the facility where services are provided. Provider further agrees that DHHS, the Comptroller General, or their designees may audit, evaluate, or inspect any books, contracts, medical records, patient care documentation, and other records of Provider (or its assignee) that pertain to any aspect of services performed, reconciliation of benefit liabilities, and determination of amounts payable

under CMS Contract, or as the Secretary of the DHHS may deem necessary to enforce the CMS Contract. Provider agrees to make available, for the purposes specified in this Section, their premises, physical facilities and equipment, records relating to Members, and any additional relevant information that CMS may require. Provider further agrees that DHHS, the Comptroller General, or their designee's right to inspect, evaluate, and audit extends through ten (10) years from the final date of the contract period of CMS Contract or completion of any audit, whichever is later. [42 C.F.R. § 422.504(i).] Provider agrees to maintain records to the extent necessary to comply with the foregoing.

5. **Compliance with Law.** The parties agree to comply with Medicare laws, regulations, and CMS instructions [42 C.F.R. § 422.504(i)(4)(v)], and agree to audits and inspection by CMS and/or its designees and to cooperate, assist, and provide information as requested, and maintain records a minimum of 10 years. [Medicare Managed Care Manual, Chapter 11, Section 100.4.]
6. **Accountability.** HealthSpring and Provider hereby acknowledge and agree that HealthSpring shall oversee the provision of services hereunder and be accountable under the CMS Contract for services provided to Medicare Advantage Members by Provider. [42 C.F.R. § 422.504(4)(iii).]
7. **Delegated Activities.** In the event HealthSpring delegates to Provider any of HealthSpring's activities or responsibilities under the CMS Contract, Provider and HealthSpring agree to enter into a written agreement: (a) specifying the delegated activities and reporting responsibilities; (b) providing for revocation of the delegation activities and reporting requirements or specify other remedies in instances where CMS or HealthSpring determines that Provider has not performed satisfactorily; (c) specifying that the performance of Provider is monitored by HealthSpring on an ongoing basis; (d) specifying that either (i) the credentials of medical professionals affiliated with Provider will be either reviewed by HealthSpring, or (ii) the credentialing process will be reviewed and approved by HealthSpring and HealthSpring must audit the credentialing process on an ongoing basis; and (e) specifying that Provider must comply with all applicable Medicare laws, regulations, and CMS instructions. [42 C.F.R. § 422.504(i)(3)(iii); 422.504(i)(4)(i)-(v).]
8. **Compliance with HealthSpring Policies and Procedures.** Provider represents and warrants that, in performing under this Agreement, it shall comply with all applicable governmental laws and regulations and all policies and procedures of HealthSpring including without limitation written standards for the following: (a) timeliness of access to care and member services; (b) policies and procedures that allow for individual medical necessity determinations (e.g., coverage rules, practice guidelines, payment policies); and (c) provider consideration of Member input into the provider's proposed treatment plan. [42 C.F.R. § 422.112; 422.504(i)(4)(v); Managed Care Manual, Chapter 11, Section 100.4.]
9. **Discrimination Prohibited.** Provider shall not deny, limit, or condition the furnishing of benefits to a Member on the basis of any factor that is related to health status, including, but not limited to the following: (a) medical condition, including mental as well as physical illness; (b) claims experience; (c) receipt of health care; (d) medical history; (e) genetic information; (f) evidence of insurability, including conditions arising out of acts of domestic violence; or (g) disability. [42 C.F.R. § 422.110(a).]
10. **Emergency Services.** HealthSpring shall pay for Covered Services that are emergency services rendered to a Member to treat an emergency medical condition or for which HealthSpring instructed the Member to seek treatment within or outside the licensed service area or HealthSpring's provider network. The physician treating the Member shall decide when the Member is stabilized for transfer or discharge and such decision shall be binding on HealthSpring. [42 C.F.R. § 422.100(b).]

11. **Urgently Needed Services.** HealthSpring shall pay for all Covered Services constituting Urgently Needed Services rendered to a Member. [42 C.F.R. § 422.100(b).]
12. **Renal Dialysis Services.** HealthSpring shall pay for all Covered Services constituting renal dialysis services provided to a Member while the Member was temporarily outside the licensed service area. [42 C.F.R. § 422.100(b)(iv).]
13. **Screening Mammography, Influenza Vaccine, and Pneumococcal Vaccine.** Provider acknowledges that Members may directly access (through self-referral) Covered Services constituting screening mammography and influenza vaccine. [42 C.F.R. § 422.100(g)(1).] Provider may not bill or collect from Members co-payments or any other type of cost sharing for influenza vaccine and pneumococcal vaccine. [42 C.F.R. § 422.100(g)(2).]
14. **Direct Access to Women's Health Specialist.** HealthSpring acknowledges and agrees that female Members are allowed to directly access a women's health specialist who is a Participating Provider for women's routine and preventive health care services provided as basic benefits. HealthSpring further agrees that it shall not deny payment for a Covered Medical Service on the basis that a female Member did not obtain a referral for such services. [42 CFR. § 422.112(a)(3).]
15. **Access to Benefits.** Provider shall make Covered Services available and accessible to Members twenty-four hours per day, seven days per week, when Medically Necessary, and with reasonable promptness and in a manner which assures continuity in the provision of Covered Services. [42 C.F.R. 422.112(a)(7).]
16. **Marketing.** Provider acknowledges and agrees that all marketing activities related to HealthSpring Medicare Advantage Benefit Programs must conform to the requirements of the Medicare Advantage Program, codified at 42 C.F.R. § 422.80, as amended from time to time. Provider agrees not to engage in any such marketing activities, directly or indirectly, without first obtaining HealthSpring and CMS approval. [42 C.F.R. § 422.80.]
17. **Provision of Services.** Provider agrees to provide Covered Services in a manner consistent with professionally recognized standards of health care. Provider agrees further to provide Covered Services in a culturally competent manner to all Members by making a particular effort to ensure that those with limited English proficiency or reading skills, diverse cultural and ethnic backgrounds, and physical or mental disabilities receive the health care to which they are entitled. [42 C.F.R. § 422.112(a)(8).]
18. **Exchange of Information.** Provider shall maintain each Member medical record in accordance with standards established by HealthSpring and shall cooperate with HealthSpring to ensure that there is appropriate and confidential exchange of information. [42 C.F.R. § 422.112(b).]
19. **Advance Directives.** Provider shall: (a) document in a prominent part of each Member's medical record whether or not the Member has executed an advance directive; (b) not condition the provision of care or otherwise discriminate against a Member based on whether or not the individual has executed an advance directive; (c) comply with HealthSpring's policies and procedures regarding advance directives contained in the Provider Manual; and (d) comply with requirements of state and federal law regarding advance directives, including without limitation the rules and regulations under the Medicare Advantage Program. [42 C.F.R. § 422.128.]

20. **Reporting Requirements.** Provider agrees to provide all documents and information necessary for HealthSpring to comply with HealthSpring's requirements for submitting information required by the contract between HealthSpring and CMS and pursuant to 42 C.F.R. § 422.503 (the "CMS Contract"), as determined in the sole discretion of HealthSpring. Provider further agrees, as a condition to receiving payment under this Agreement, to provide certification to the best of Provider's knowledge, information, and belief, the accuracy, completeness, and truthfulness of the encounter and/or claims data Provider submits to HealthSpring under this Section and in accordance with the provisions of 42 C.F.R. § 422.504(l), as may be amended from time to time. [42 C.F.R. § 422.504(a)(8); 42 C.F.R. § 422.504(l)(2) & (3).]
21. **Excluded Providers.** Provider acknowledges that HealthSpring is prohibited from employing or contracting with an individual who is excluded from participation in the Medicare program (or with an entity that employs or contracts with such an individual) for the provision of any of the following: (a) health care; (b) utilization review; (c) medical social work; or (d) administrative services. Provider agrees to immediately notify HealthSpring in the event Provider or any of Provider's employees or contractors, is excluded from participation in the Medicare program or any administrative or regulatory proceedings is initiated that could lead to the exclusion of Provider or any of Provider's employees or contractors from the Medicare program. [42 C.F.R. § 422.752(a)(8).] In such event, HealthSpring may immediately terminate this Agreement. Provider is responsible for any loss, cost, or liability incurred as a result of the exclusion of Provider or any of Provider's employees or contractors from the Medicare program.
22. **Medicare as Secondary Payor.** Provider shall not be entitled to payment by HealthSpring for the provision of Covered Services to the extent that the Medicare program is not the primary payor, as determined in accordance with the relevant provisions of section 1862(b) of the Social Security Act and 42 C.F.R. Part 411, except as set forth in this Section. Provider agrees to assist HealthSpring in identifying payors that are primary to the Medicare program, determining the amounts payable by those payors and coordinating Covered Services with the benefits of the primary payer in accordance with the HealthSpring Provider Manual relating to coordination of benefits. Provider is authorized to charge other individuals or entities for Covered Services provided to a Member for which Medicare is not the primary payor, as follows: if such Covered Services are also covered under (a) State or federal workers' compensation, any no-fault insurance or any liability insurance policy or plan, including a self-insured plan, Provider may charge: (i) the insurance carrier, (ii) employer, (iii) any other entity that is liable for payment for the Covered Services as a primary payor, or (iv) the Member (to the extent such Member has been paid by the carrier, employer, or entity for such Covered Services); and (b) a group health plan or large group health plan, Provider may charge: (i) the group health plan or large group health plan; or (ii) the Member, to the extent that such Member has been paid by either such plan. [42 C.F.R. § 422.108.]
23. **Quality Improvement Program.** Provider agrees to comply with HealthSpring's Quality Improvement Program and the provisions of this Agreement. [42 C.F.R. § 422.202(b)]. Provider acknowledges that HealthSpring is required under the Medicare Advantage Program to have an agreement with an independent quality review and improvement organization approved by CMS to perform an external review of HealthSpring's QI Program. [42 C.F.R. § 422.504(a)(5).] Provider agrees to comply with the activities of HealthSpring's independent quality review and improvement organization in accordance with the applicable Medicare Advantage Program requirements, including, without limitation, (a) allocating adequate space at Provider's facilities for use of the review organization whenever it is

conducting review activities; and (b) providing all pertinent data, including without limitation, patient care data, at the time the review organization needs the data to carry out the review and make its determination. [42 C.F.R. § 422.152].

24. **Member Grievance and Appeals Procedures.** Provider agrees to comply with HealthSpring's procedures for Member grievances, organization determinations, and Member appeals set forth in the Benefit Program Requirements for Benefit Programs under the Medicare Advantage Program, as described in 42 C.F.R. § 422.562, and others, as applicable.

EXHIBIT C
LIST OF GROUP PROVIDERS

This exhibit may be updated at any time without the necessity of a signed amendment by both parties. However, all credentialing guidelines located in the Provider Manual must be followed with regards newly added Group Providers.

Physician Name	Specialty	PCP Yes/No	Tax I.D.

END OF AGREEMENT