

**Latus Management, L.L.C. DELPHI CARD[®]
PROVIDER SERVICE AGREEMENT**

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This Agreement is made and entered into this ____ day of _____, 2012 by and between Latus Management, L.L.C., a Nevada Corporation ("Latus"), and _____, ("Provider").

RECITALS

- A. Latus provides **DELPHI CARD**[®] health cost management services to employers. These employers maintain an employee health benefit plan ("Plan") that covers their employees and dependents and otherwise eligible **DELPHI CARD**[®] Participants ("Participants"); and
- B. Latus desires to enter into an agreement with Provider on the terms and conditions set forth herein; and
- C. Provider agrees to provide or arrange for health care services for Participants under the terms and conditions set forth herein.
- D. It is mutually agreed as follows:
 - 1. **Standard of Services:** Provider shall use reasonable efforts to ensure that health care services provided to Participants are of a quality consistent with applicable accepted medical and health care specialty practices and are generally recognized and accepted as within his or her medical and specialty training.
 - 2. **Non-Discrimination:** Provider agrees not to differentiate or discriminate in the treatment of Participants as to the quality of services delivered because of race, sex, age, religion, place of residence, or health status, and to observe, protect, and promote the rights of Participants as patients.
 - 3. **Quality Assurance:** Provider agrees to cooperate with the quality assurance procedures adopted by Latus to review and analyze various aspects and levels of desired health care. Latus, in conjunction with Provider, will monitor the continued medical necessity of inpatient confinements and facilitate discharge planning. Physician agrees to obtain Precertification from **DELPHI CARD**[®] for any non-emergency hospital inpatient admission of a Participant prior to the date of admission.
 - 4. **Records:** Provider shall maintain or cause to be maintained adequate medical records relating to the provision of services to Participants. Provider and Latus agree that all Participants' medical records shall be treated as confidential so as to comply with all state and federal laws regarding the confidentiality of patient records. Provider agrees to allow Latus to either review records or to supply to Latus, at Latus' expense, copies of records requested by Latus, provided that Provider shall not be required to disclose medical records of any Participant without his or her written consent.
 - 5. **Provider List:** Latus shall maintain a database of health care providers who have entered into this Agreement and agreements similar to this. Latus shall provide information to Participants on the identity of such health care providers, including their specialty and location. Except as set forth above, nothing herein shall require Latus to recommend or refer any Participant to Provider.

6. **Employer List:** Latus will make a reasonable attempt to alert Provider in a timely manner of any changes and/or deletions affecting the contracted employer list.
7. **Statement of Services:** In all cases, Provider shall submit statements for services rendered at his or her usual and customary fees to Latus on a standard claim form. All statements shall include the name of the Employer, the Participant, the Participant identification number, the precertification authorization number(if applicable), the services provided with appropriate CPT-4 code, and the descriptive medical or diagnostic information with appropriate ICD-9 code.
8. **Timing of Statements:** Provider, to the best of their ability, agrees to submit claims to Latus within sixty (60) days after the Covered Services are rendered to Participants. Any claim for Covered Services not submitted to Latus within twelve (12) months after the date of service shall not be eligible for reimbursement and Provider shall not bill the Participant for such healthcare services.
9. **Eligibility for Services:** Latus provides Participants with **DELPHI CARD**[®] which clearly identifies: Employee Name, Identification Number, Effective Date, and Participant's employer. On the back of each card is an 800 number, which Provider agrees to call if eligibility questions arise.
10. **Covered Services:** Those services which are defined as those covered for Participants under their respective individual employers' Employer Plan are "Covered Services".
11. **Copayments or Coinsurance:** Any applicable copayments or deductibles defined as the responsibility of the Participant under their Employer Plan may be billed to and collected from the Participant by the Provider.
12. **Maximum Fee::** Provider shall be reimbursed for Covered Expenses based upon the amount specified in the Fee Schedule shown on Exhibit A.
13. **Payment of Fee:** Provider will look to the payors for compensation for covered services rendered to Participants with the exception of any deductibles or copayments required to be paid by the Participant. A clean claim is defined as one completed in compliance with HCFA 1500 requirements. Any such clean claims without coordination of benefits, subrogation, or audit investigation paid later than forty five (45) days after receipt by Latus shall not be subject to the rates specified in Exhibit A and shall be due and payable at Provider's full published charges therefore.
14. **Reimbursement Change:** "Latus" shall provide to "Provider" advance notice of any and all reduction(s) to fee schedules, reimbursement amounts, and/or any compensation payable to "Provider" pursuant to "Agreement".
15. **Representations, Warranties and Liabilities:** Provider represents and warrants to Latus as follows:
 - (a) **Professional Liability Insurance:** Provider shall maintain professional liability insurance throughout the term of this Agreement in such amount as shall be necessary and appropriate in connection with each Physician's healthcare services. To be included hereto

is a certificate evidencing each Provider's current professional liability coverage. Provider shall notify Latus of any cancellation or reduction in said coverage.

- (b) **Compliance with Law:** Provider represents that its physician employees are licensed to practice medicine in the state where Participants receive services and that copies of said license for each physician employee is attached. Provider shall complete Latus' credentialing application, an example of which is included, on each of the physicians it employs.
- (c) **Complaints:** Latus and Physician agree that complaints received by Latus concerning services rendered by Physician will be resolved in accordance with Latus' complaint resolution procedures. All inquiries, complaints and appeals are generated from a letter either from the patient or provider. Once this letter is received information such as: EOBs, phone contact, and all necessary medical information is obtained. A meeting is held with the Patient, Provider, Director of Case Management, Risk Manager and RN Case Manager to discuss inquiry or complaint. This meeting is to tie back the benefit plan to the facts of the situation. A letter is sent to Patient or Provider as soon as a decision has been made to resolve inquiry, complaint or appeal. Physician agrees to cooperate with Latus in the resolution of Participant complaints.

16. **Term and Termination:** Subject to the conditions set forth in the Article, the term of this agreement shall be for a period of twelve (12) months, commencing on _____, 2012 and continuing from year-to-year thereafter; provided, however, this Agreement may be unilaterally terminated sooner, with cause, by either party, by giving sixty (60) days written notice, or without cause by either party by giving ninety (90) days written notice.

17. **Notices:** Any notices to be given hereunder by either party to the other may be effected either by personal delivery in writing, by overnight courier, by facsimile transmission or by mail, registered or certified, postage prepaid with return receipt requested, addressed to the parties at:

If to Latus: Latus Management, L.L.C.
 P.O. Box 29
 Fox River Grove, IL 60021
 Attn.: V. P. Provider Development

If to Physician: _____

Each party may change their address by written notice in accordance with this Article. Notices delivered personally will be considered communicated as of actual receipt. Mailed notices will be considered communicated as of (5) days after mailing; facsimile transmission as of the day received; and overnight mailings as of the next business day.

18. **Entire Agreement:** This agreement, together with any supplements, addenda, amendments, modifications or attachments, comprise the complete Physician Agreement. Neither of the parties has made any representations nor warranties other than those set forth in this

agreement and such supplements, addenda, amendments, modifications or attachments, if any. This Agreement may only be amended by a written agreement signed by all parties hereto.

19. **Severability:** In the event that any portion of this agreement is found to be void or illegal, the validity or enforceability of any other portion shall not be affected.
20. **Non-Waiver:** The waiver of either party of a breach or violation of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach thereof.
21. **Headings:** The headings of the various Articles of this Agreement are inserted merely for the purpose of convenience and do not, expressly or by implication, limit or define or extend the specific terms of the Articles so designated.
22. **Rights Cumulative:** All rights and remedies hereunder will be cumulative and not alternative. This Agreement shall be construed and governed by the laws of the State of Illinois.
23. **Counterparts:** This agreement may be executed in any number of counterparts which, when read together, shall constitute one instrument.
24. **Relationship:** The relationship of the Provider to Latus is that of an independent contractor. None of the provisions of this Agreement are intended to create nor shall they be construed to create an agency, partnership, joint venture, or employee-employer relationship between Latus and Provider will not be treated as an employee for Latus, for any reason, including but not limited to, the Federal Unemployment Tax, the Worker's Compensation Act and income tax withholding at the source. In this capacity as an independent contractor Provider shall have sole responsibility for the payment of State Income Taxes. Nothing contained in this Agreement shall be construed to require any Provider to:
 - (a) recommend any procedure or course of treatment which Provider's physicians deem professionally unacceptable; or
 - (b) recommend that Latus deny benefits for any procedure or course of treatment.
25. **No Assignment:** Provider shall not subcontract nor otherwise delegate its duties under this Agreement without the express written consent of Latus.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

PROVIDER:

LATUS:

Tax ID Number

Signature

Please type or print name

Title

Date

Signature

Robert L. Ripley

Please type or print name

CEO

Title

Date

Exhibit A

Maximum Allowable Fee Schedules PARTIALLY SELF FUNDED COMPANIES ONLY

The Maximum Allowable Fee Schedule described in this exhibit is based on a percentage above Medicare's Current Physician Fee Schedule, which is adjusted to reflect regional cost differences. In many instances, the defined contribution amount will be different but never the percentile, depending on whether or not the service is rendered in a hospital.

Every Medicare-defined dollar amount assigned to its corresponding CPT4 code within each code range is multiplied by the represented percentile.¹ The maximum allowable physician fees for all procedures will be determined as follows:

CPT4 CODE RANGE	PERCENTILE	CPT4 CODE RANGE	PERCENTILE
10000-19999	200	20000-29999	200
30000-39999	220	40000-49999	220
50000-55999	200	60000-69999	200
70000-79999	190	80000-89999	180 ¹
90000-96999	120	97000-97999	130
98000-99195	125	99201-99245	120
99251-99999	115		

¹Some Medicare-defined dollar amounts within the 80000-89999 CPT4 code range are multiplied by different percentages. The represented percentile for this code range is an average.

The participating physician shall in all cases, bill Latus at 100% of the usual fee-for-service. Latus will arrange that payer pay such charges on the basis of the Predefined Contribution Amount or usual fee, whichever is lower.