



**TRICARE  
PROVIDER AGREEMENT**

This Agreement is made and entered into by and between \_\_\_\_\_ (“Provider”) and *ValueOptions, Inc.* (“*VALUEOPTIONS*”), a Virginia corporation, and shall be effective on the date set forth as the Effective Date on the Execution Page of this Agreement.

**PURPOSE OF AGREEMENT**

**WHEREAS**, Provider is independently licensed and/or certified to practice psychiatry or a mental health discipline (as designated on the Execution Page) in the state in which Provider provides mental health and/or substance abuse services; and Provider is a TRICARE program participating provider and authorized to provide services to TRICARE beneficiaries;

**WHEREAS**, Provider desires to participate in *VALUEOPTIONS*’ programs to provide mental health and/or substance abuse services to Beneficiaries, fully understanding its purposes and requirements, and agreeing to cooperate in its managed care procedures as described or referenced in this Agreement; and

**WHEREAS**, the United States Department of Defense (“DoD”) has established TRICARE as the managed health care program for active duty military, active duty service families, retirees and their families, and other beneficiaries (the “TRICARE Program”) and through the DoD TRICARE Management Activity (“TMA”) has entered into Managed Care Support (“MCS”) contracts for certain geographic regions, to provide for the delivery of Managed Care Support Services (“MCS Services”) for eligible beneficiaries under the TRICARE Program; and

**WHEREAS**, *VALUEOPTIONS* is a subcontractor to Humana Military Healthcare Services, Inc. (“HMHS”), the prime contractor, and as its subcontractor *VALUEOPTIONS* will manage comprehensive mental health and substance abuse services to eligible beneficiaries under the TRICARE Program; and

**WHEREAS**, *VALUEOPTIONS* desires to contract with Provider according to the requirements identified below;

**NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS SPECIFIED IN THIS AGREEMENT, *VALUEOPTIONS* AND PROVIDER AGREE AS FOLLOWS:**

**1.0 DEFINITIONS**

**Section 1.1** “**Beneficiary**” shall mean an individual who has been determined eligible for TRICARE benefits, as set forth in 32 Code of Federal Regulations (“CFR”) Part 199.3, “Civilian Health and Medical Program of the Uniformed Services”.

**Section 1.2** “**Covered Services**” shall mean those mental health and/or substance abuse services that Beneficiaries are entitled to receive in accordance with the TRICARE Program and authorized by *VALUEOPTIONS* pursuant to the provisions of this Agreement.

**Section 1.3** “**Medically Necessary**” means the frequency, extent and type of services, which represent appropriate mental health or substance abuse care and which are generally accepted by qualified professionals as necessary for the proper and efficient diagnosis and treatment of a mental health or substance abuse condition, which are not solely for the convenience of the Beneficiary, the Beneficiary’s family, the treating provider or any other individual or institutional provider of Covered Services. Determination of appropriate care includes consideration to services furnished in the least expensive level of care or medical environment adequate to provide the required medical care regardless of whether or not that level of care is covered by TRICARE. The medical necessity of all mental health and substance abuse services provided by Individual Provider pursuant to this Agreement will be determined by *VALUEOPTIONS*, in its sole discretion, based on nationally accepted criteria identified by TMA.

**Section 1.4** “**Network Provider**” shall mean a TRICARE-authorized, trained or certified psychiatrist, psychologist, clinical social worker, or other licensed mental health provider who or which, by signing the appropriate Provider Agreement, has agreed to provide mental health or substance abuse services to Beneficiaries in the

TRICARE Program. A Network Provider shall be credentialed in accordance with TRICARE and *VALUEOPTIONS* credentialing programs and criteria.

**Section 1.5** “**Cost-Share**” shall mean the amount a Beneficiary must pay for Covered Services (other than the deductible, the annual TRICARE Prime enrollment fee, the balance billing amount, or disallowed amounts) as set forth in 32 CFR 199.4, 199.5, and 199.17. Cost-shares are expressed as coinsurance or co-payment. Coinsurance is the Beneficiary’s cost-share expressed as a percentage of allowed charges. Co-payment is the Beneficiary’s cost-share expressed as a predetermined, fixed amount.

**Section 1.6** “**Deductible**” shall mean the statutory requirement for payment by the Beneficiary of an initial specified dollar amount of the TRICARE determined allowable cost or charges for Covered Services provided in any one fiscal year.

**Section 1.7** “**Payor**” shall mean HMHS or an entity designated by HMHS for the processing and payment of claims for the TRICARE Program.

## **2.0 PROVISION OF SERVICES**

**Section 2.1** **Covered Services to be Rendered.** Provider agrees to provide to Beneficiaries those Covered Services that are within Provider’s specialty and that are Medically Necessary, in accordance with *VALUEOPTIONS* referral, quality management and utilization management procedures, and which may be specified in the Provider Handbook and the TRICARE Program. Provider acknowledges that Provider has an independent responsibility to provide mental health and substance abuse services to Beneficiaries who are Provider’s patients and that coverage or payment action by *VALUEOPTIONS* in no way absolves Provider of Provider’s responsibility to render appropriate services to Beneficiaries. Provider understands that *VALUEOPTIONS* does not by this Agreement or future patterns of practice promise or guarantee any minimum volume of referrals of Beneficiaries or minimum volume of Covered Services to Provider. Provider understands that authorization of services by *VALUEOPTIONS* is not in and of itself a guarantee of eligibility. Eligibility for TRICARE services can be assessed only through the Government’s Defense Enrollment Eligibility Reporting System (“DEERS”).

**Section 2.2** **Professional Standards.** Provider shall render Covered Services in a quality and cost-effective manner, pursuant to *VALUEOPTIONS* standards and procedures (as described in the Provider Handbook), in accordance with generally accepted medical standards and all applicable laws and regulations; and pursuant to the same standards as services rendered to Provider’s other patients. Provider shall not discriminate against any Beneficiary on the basis of race, color, gender, sexual orientation, age, religion, national origin, handicap, health status or source of payment in providing services under this Agreement. Provider agrees to meet all applicable Federal and state statutes and regulations governing healthcare delivery arrangements.

**Section 2.3** **Availability of Services.** Provider agrees mental health and/or substance abuse services shall be available to Beneficiaries twenty-four (24) hours per day, seven (7) days per week, in a manner that assures continuity of care.

**Section 2.4** **Compliance with VALUEOPTIONS Policies and Programs.** Provider agrees to adhere to TRICARE policies set forth in regulations at 32 CFR 199.3 et seq, and related bulletins (“TRICARE Policy(ies)”). Moreover, Provider agrees to adhere to the terms of any program requirements that may be described in the Provider Handbook. Should Provider object to, or be unable to comply either with TRICARE policy, or the Provider Handbook, Provider may terminate this Agreement pursuant to Section 5.0. In addition to any other requirements that may be imposed under this contract, Provider hereby agrees as follows:

a. The Provider Handbook describes the program of services to be provided under the TRICARE Program, establishes policies and guidelines to be followed by Provider in rendering services under the TRICARE Program and answers questions pertaining to the provision of services under the TRICARE Program. Provider agrees to deliver the program services that may be described in the Provider Handbook and to comply with the guidelines and requirements set forth therein. Provider acknowledges and understands that Provider’s failure to follow the policies and procedures set forth in the Provider Handbook may make Provider ineligible to provide services under the TRICARE Program. The Provider Handbook, which may be amended from time to time, is incorporated herein in its entirety.

b. Provider agrees to participate in the utilization management process, quality management and network management programs established by *VALUEOPTIONS*. In addition, Provider recognizes and agrees that non-emergency Covered Services for which payment would otherwise be authorized but which were rendered by Provider

without compliance with utilization requirements shall be subject to denial or a reduction from what the payment would have been had the utilization requirement been followed, to be determined at *VALUEOPTIONS*' sole discretion and as outlined in the Provider Handbook. Provider shall cooperate with all *VALUEOPTIONS* policies and procedures necessary to coordinate care with the initiating provider for Beneficiaries, including providing a report of treatment rendered to Beneficiaries if, when legally required, the Beneficiary authorizes release of the information.

c. Provider agrees to notify *VALUEOPTIONS* within one (1) business day of any serious occurrence involving a TRICARE Beneficiary outside the normal routine of practice. Such incidents include, but are not limited to, patient deaths, accidents, disappearances, suicide attempts, homicide committed by patient, suspected or alleged violence or misconduct by either patient or provider.

**Section 2.5 Grievance/Appeal Process.** Provider agrees to abide by, and cooperate with, *VALUEOPTIONS* complaints, grievance and appeal processes, maintained to fairly and expeditiously resolve Beneficiary and/or Provider concerns pertaining to any service provided by Provider, and/or to allow a Beneficiary or Provider to appeal the determination that a service was not Medically Necessary. Provider agrees to cooperate with and participate in *VALUEOPTIONS* procedures, and those of the TRICARE Program, to resolve any complaints by Beneficiaries regarding Provider's services.

**Section 2.6 Department of Veterans Affairs.** Provider agrees to be reported to the Department of Veterans Affairs ("DVA") as a TRICARE Network Provider. Provider agrees to accept requests from the DVA to provide care to veterans. The DVA shall contract directly with Provider to provide care to veteran ("VA") patients on a case-by-case basis. Provider is not obligated to see the VA patient. If the VA patient is seen by the Provider, any documentation of the care rendered to the VA patient and reimbursement for that care is a matter between the referring VA Medical Center ("VAMC") and the Provider. The referral and instructions for seeking reimbursement from the VAMC will be provided by the patient at the time of the appointment.

**Section 2.7 Civilian Health and Medical Program of the Veteran's Administration.** Provider agrees to be reported to the Civilian Health and Medical Program of the Veteran's Administration ("CHAMPVA") as a TRICARE Network Provider. Provider agrees to consider assignment for CHAMPVA beneficiaries. Provider is not required to see CHAMPVA beneficiaries and need see CHAMPVA beneficiaries only when Provider's practice availability allows. Provider shall not give preferential appointment scheduling to CHAMPVA over TRICARE appointments. As requested, *VALUEOPTIONS* shall provide to Provider CHAMPVA-furnished claims processing instructions. Providers at their discretion, may offer the negotiated TRICARE discount directly to CHAMPVA.

**Section 2.8 Consultation and Referral Reports.** Provider agrees to provide clearly legible specialty care consultation or referral reports to the beneficiary's initiating provider as outlined in the Provider Handbook. Such reporting generally reflects provision of specialty care consult or referral reports within 10 working days of the specialty encounter and provision of preliminary reports in urgent/emergent situations within 24 hours. Reports are governed by patient confidentiality standards and shall be provided only when appropriate release has been obtained from the Beneficiary.

### **3.0 PAYMENT FOR PROVIDER SERVICES**

**Section 3.1 Compensation Amounts and Responsibility.** Provider shall be compensated for Covered Services rendered to Beneficiaries under the TRICARE Program at the rates specified in the *VALUEOPTIONS* TRICARE Professional Fee Schedule. *VALUEOPTIONS* reserves the right to clarify, supplement, or amend the rates specified in TRICARE Professional Fee Schedule. Such clarifications, supplements and amendments shall be considered an amendment of this Agreement.

**Section 3.2 Claims.** Provider shall participate on all claims and submit claims on behalf of all TRICARE and Medicare Beneficiaries in accordance with the requirements of the TRICARE Program. Provider agrees to file the claim with *VALUEOPTIONS* (or such other entity that *VALUEOPTIONS* may designate, referred to herein as "Contractor") within thirty (30) calendar days of the date services were rendered. Provider agrees to accurately complete all claim submissions. If the full claim cannot be filed within thirty (30) calendar days because the patient is not discharged, Provider agrees to file every 30-calendar days until a final claim can be submitted. In no case will a claim be honored if submitted more than one year after the date of service or the date of discharge, whichever is later. Notwithstanding the foregoing, Provider will file claims within thirty (30) calendar days of notice that the HMHS contract will elapse, and no amounts are payable after a specified date. Provider agrees to file claims for Covered Services in the form and manner required by *VALUEOPTIONS*, as defined in the Provider Handbook, (herein referred to as a "Complete Claim"). Reimbursement is based on two prerequisites: (1) obtaining clinical authorization as

outlined in the Provider Handbook and (2) Beneficiary eligibility at the time of service, as indicated in the Provider Handbook. Claims shall be paid within thirty (30) days of the filing of a Complete Claim

**Section 3.3 Claim Forms.** Provider shall utilize HCFA 1500 claim forms in order to file "Complete Claims" pursuant to Section 3.2 of this Agreement, unless another form is specified by *VALUEOPTIONS* in writing to Provider.

**Section 3.4 Coordination of Benefits.** Provider agrees to cooperate with *VALUEOPTIONS* in providing any information reasonably requested in connection with claims, and in obtaining necessary information relating to coordination of benefits, subrogation, verification of coverage, and health status. Provider agrees to make reasonable efforts to determine if Beneficiaries have insurance or other health care coverage other than through TRICARE, and will promptly report any duplicate coverage to *VALUEOPTIONS*. Provider also agrees to notify *VALUEOPTIONS* in the event Provider provides services in connection with work-related injuries, motor vehicle accidents, or other occurrences that may involve third-party liability. If, under the coordination of benefits provisions of TRICARE, TRICARE is the primary payor, then Provider's compensation will be on the basis specified in this Agreement. If, under the coordination of benefits provisions of TRICARE, TRICARE is other than the primary payor, Provider shall be entitled to a payment from Payor not to exceed an amount which, when added to the amounts payable by the primary payor(s), equals the reasonable and customary amount determined for Provider's services by the primary payor's plan, but in no event shall such payment exceed the amounts payable hereunder if TRICARE was the primary payor for such services. Nothing contained herein, however, shall restrict or otherwise affect Provider's rights or obligations with respect to third-party payors other than TRICARE.

**Section 3.5 Direct Billing of Beneficiaries Prohibited.** Provider agrees to hold harmless and not seek reimbursement from Beneficiaries for Covered Services for amounts greater than the Deductible, Cost-Share and other health insurance portion of the rates specified in the TRICARE Professional Fee Schedule of this Agreement. Provider further agrees to hold harmless and not seek reimbursement from Beneficiaries for non-Covered Services (including those for which authorization or payment is denied for failure of Provider to follow appropriate claims filing, referral, quality management, or utilization management procedures), unless Beneficiary agrees in writing, prior to the delivery of the services, to be billed for them. A specific written statement indicating the types of non-Covered Services to be performed and the approximate date(s) of those services must be signed by the Beneficiary prior to rendering the services to meet this requirement. A Beneficiary who is informed that care is potentially excludable and proceeds with receiving the potentially excludable services shall not, by receiving such care, constitute an agreement to pay. General agreements to pay, such as those signed by the Beneficiary at the beginning of treatment, is not evidence that the Beneficiary knew specific services were excluded or excludable. Provider agrees that this provision shall survive the termination of this Agreement for any reason and supersedes any oral or written contrary agreement previously entered into between Provider and Beneficiaries, or anyone acting on their behalf. In the event of Provider's or Payor's insolvency or inability to pay expenses for any reason, Provider agrees not to request payment from TRICARE, or Beneficiaries, for health services rendered under the TRICARE Program, except for Cost-Share and Deductible amounts, and for those non-Covered Services for which a Beneficiary's agreement has been obtained as described above.

#### **4.0 CREDENTIALING, LICENSURE, INSURANCE, AND RECORD**

**Section 4.1 Credentialing Program.** Provider shall cooperate in and comply with *VALUEOPTIONS* credentialing program, including all applicable laws, licensure requirements, and standards of professional conduct, and represents and warrants that all information submitted to *VALUEOPTIONS* in connection with such credentialing program is true, complete, and accurate. Provider shall meet all credentialing criteria imposed by *VALUEOPTIONS* that *VALUEOPTIONS* deems necessary to meet the requirements of the TRICARE Program. In addition to meeting the Provider selection and distribution standards imposed by the TRICARE Program, such credentialing criteria may include, but not be limited to:

- (i) verification of credentials and education through primary source verification; and
- (ii) passing a criminal history background check.

Provider shall notify *VALUEOPTIONS* immediately of any material change in such information. In the event Provider discovers that a claim, suit, criminal or administrative proceeding has been brought against Provider relating to the quality of services provided to Beneficiaries or relating to Provider's compliance with community standards and applicable laws and regulations, then Provider shall notify *VALUEOPTIONS* of such claims, suit or proceeding within five (5) business days. Provider shall immediately notify *VALUEOPTIONS* of any actions, policies, determinations or

internal or external developments that may have a direct impact on Provider's ability to perform under this Agreement. Actions requiring notification by Provider include, but are not limited to, suspension or revocation, or initiation of any proceeding that could result in suspension or revocation, of Provider's license, hospital privileges, or Medicare certification status. Provider understands that this Agreement may be terminated, or Provider's participation in *VALUEOPTIONS* programs may be suspended, for any failure to be in continuous compliance with *VALUEOPTIONS* credentialing standards. Provider shall ensure that the premises in which Covered Services are rendered comply, and remain in compliance with, all Federal and local standards regarding accessibility to persons with physical disabilities.

**Section 4.2 Insurance.** Provider shall procure and maintain such policies of comprehensive general liability, professional liability and other insurance, as are deemed appropriate by *VALUEOPTIONS*, based on Provider's mode of practice or specialty, necessary to insure the Provider against any claim or claims for damages arising out of personal injuries or death occasioned directly or indirectly in connection with the provision of services pursuant to this Agreement. Provider will submit evidence of such coverage to *VALUEOPTIONS*, upon request, and will notify *VALUEOPTIONS* at least thirty (30) days prior to the expiration, termination or material change in such coverage previously provided.

**Section 4.3 Confidentiality and Patient Records.** Provider agrees to maintain the medical, financial and administrative records concerning services provided to Beneficiaries that they would maintain in the normal course of business. Provider agrees to provide copies of medical records to *VALUEOPTIONS* or its designees within two (2) business days of the request, at no additional cost, to permit *VALUEOPTIONS* to conduct peer review, quality assurance and utilization review in accordance with *VALUEOPTIONS* and TRICARE policies and procedures. Provider shall ensure that all Beneficiary medical records shall be treated as confidential so as to comply with all Federal and state laws and regulations regarding confidentiality of patient records. Provider shall cooperate with *VALUEOPTIONS* to ensure that all consents of Beneficiaries are in conformity with applicable state and Federal laws and regulations governing the release of records maintained in connection with mental health and/or substance abuse treatment. Provider agrees to provide access to TMA, or its designees, to all Beneficiary medical/clinical records, including, but not limited to, records and historical practice data. Provider shall request each Beneficiary to execute a release of medical information to include all ancillary services associated with each visit. The records of Beneficiaries who choose not to sign the release shall be maintained in accordance with the state and Federal laws governing the records of civilian providers. These provisions shall survive the termination of this Agreement for any reason.

**Section 4.4 Network Roster.** During the term of this Agreement, Provider agrees to allow Provider's name, address, telephone number, specialty, and other similar information to appear in a roster of Network Providers, which may be included in various TRICARE Program marketing materials.

**Section 4.5 On-Site and Off-Site Reviews.** Provider will cooperate with *VALUEOPTIONS* in the assumption and conduct of review activities. Provider will allocate adequate space and furnishings necessary to conduct on-site reviews. Provider will photocopy and deliver to *VALUEOPTIONS* all required information within thirty (30) calendar days of a request for off-site review. Reimbursement for copy charges shall be at the rate set by TMA.

## **5.0 TERM AND TERMINATION**

**Section 5.1 Term Generally.** The term of this Agreement shall commence on the Effective Date specified on the Execution Page of this Agreement and shall continue in effect for three (3) years and shall automatically renew for additional three (3) year terms, unless and until it is terminated, as specified below.

**Section 5.2 Termination Without Cause.** This Agreement may be terminated by either party for any reason upon ninety (90) days written notice to the other; provided however, that *VALUEOPTIONS* shall not terminate Provider on the grounds that Provider: (i) advocated on behalf of a Beneficiary; (ii) filed a complaint against *VALUEOPTIONS*; (iii) appealed a decision of *VALUEOPTIONS*; or (iv) requested a review or challenged a termination decision of *VALUEOPTIONS*. *VALUEOPTIONS* and Provider agree that there will be no requirement or obligation to provide a reason for exercising the right to terminate the Agreement pursuant to this provision.

**Section 5.3 Termination Upon Breach.** This Agreement may be terminated by either party effective by giving thirty (30) days written notice to the other of a breach by such other party of its obligations hereunder. Any such termination shall be effective if the other party has failed to cure the breach within thirty (30) days following receipt of such written notice.

**Section 5.4 Suspension or Termination.** Notwithstanding the foregoing, this Agreement may be terminated or suspended immediately by *VALUEOPTIONS* upon the occurrence of: a) suspension or revocation of Provider's license or credentials to provide any Covered Services Provider was previously licensed to provide; b) upon Provider's indictment, arrest or conviction of a felony, or any criminal charge related to the rendering of Covered Services; c) the termination or lapse of Provider's professional liability insurance as required by this Agreement; d) Provider's failure to remain in compliance with *VALUEOPTIONS* credentialing standards; or e) Provider's action or inaction, which results in a threat to the health or well-being of a Beneficiary.

**Section 5.5 Continuation of Services.** Provider shall continue to provide Covered Services, at the rates and pursuant to the requirements specified in this Agreement, to Beneficiaries receiving active treatment at the time of termination of this Agreement until the course of treatment is completed or until *VALUEOPTIONS* makes reasonable and medically appropriate arrangements to have another Provider render such services. This provision shall survive termination of this Agreement for any reason.

## **6.0 AMENDMENTS**

This Agreement may be amended by *VALUEOPTIONS* giving thirty (30) days prior written notice to Provider of the proposed amendment. If such an amendment is not acceptable to Provider, Provider may terminate this Agreement as of the date the amendment is to become effective, by giving written notice to *VALUEOPTIONS* within thirty (30) days of receipt of the amendment. Otherwise, Provider will be deemed to have accepted such amendment as of its effective date.

## **7.0 MISCELLANEOUS**

**Section 7.1 Patient/Provider Relationship.** Nothing in this Agreement shall change or alter any patient-provider relationship that exists or may come to exist between Provider and any Beneficiary. Provider shall have the same duties, liabilities and responsibilities to Beneficiaries as exist generally between patient and Provider. Provider shall always exercise his/her best medical judgment in the treatment of Beneficiaries, and payment determinations by *VALUEOPTIONS* or Payor shall not be construed as a directive from *VALUEOPTIONS* or Payor that Medically Necessary treatment be withheld.

**Section 7.2 Confidentiality.** Each party, or its employees or agents may, in the course of the relationship established by this Agreement, disclose in confidence to the other party non-public information concerning utilization management procedures, credentialing criteria, patient treatment and/or finances, such party's earnings, volume of business, methods, systems, practices, plans and other proprietary information (collectively, "Confidential Information"). Each party acknowledges that the disclosing party shall at all times be and remain the owner of all Confidential Information disclosed by such party, and that the party to whom Confidential Information is disclosed shall use his/her best efforts, consistent with the manner in which he/she protects his/her own Confidential Information, to preserve the confidentiality of any such Confidential Information which such party knows or reasonably should know that the other party deems to be Confidential Information. Neither party shall use for his/her own benefit or disclose to third parties any Confidential Information of the other party without such other party's written consent.

**Section 7.3 Entire Agreement.** This Agreement and amendments thereto constitute the entire understanding and agreement of the parties hereto and supersedes any prior written or oral agreement pertaining to the subject matter hereof.

**Section 7.4 Compliance with Terms.** Failure to insist upon strict compliance with any of the terms of this Agreement (by way of waiver or breach) by either party hereto shall not be deemed to be a continuous waiver in the event of any future breach or waiver of any condition hereunder.

**Section 7.5 Assignment.** This Agreement, being intended to secure the services of the parties hereto, shall not in any manner be assigned, delegated, or transferred by either party without the prior written consent of the other party; provided, however, that *VALUEOPTIONS* may assign this Agreement to any entity that controls, is controlled by, or is under common control with *VALUEOPTIONS*.

**Section 7.6 Severability.** If any portions of this Agreement shall, for any reason, be invalid or unenforceable, such portions shall be ineffective only to the extent of any such invalidity or unenforceability, and the remaining portion or portions shall nevertheless be valid, enforceable and of full force and effect; provided however, that if the invalid provision is material to the overall purpose and operation of this Agreement, then this Agreement shall terminate upon the severance of such provision.

**Section 7.7 Independent Contractors.** None of the provisions of this Agreement is intended to create, nor shall be deemed or construed to create, any relationship between *VALUEOPTIONS* and Provider other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this Agreement.

**Section 7.8 No Third Party Beneficiary.** This Agreement does not create any third party beneficiary rights in any person or entity, including, without limitation, any Beneficiary, *VALUEOPTIONS*, or Payor.

**Section 7.9 Notice.** Any notice required to be given pursuant to the terms of this Agreement shall be in writing and shall be mailed to the receiving party at the address set forth on the Execution Page of this Agreement.

**Section 7.10 Governing Law.** This Agreement shall be construed in accordance with the laws of the United States and the laws of the state where Provider is located.

**Section 7.11 Dispute Resolution Procedure.** In the event Provider shall have any dispute with respect to the performance or interpretation of this Agreement, Provider agrees to attempt in good faith to resolve any matters of controversy, prior to the initiation by Provider of any legal action or the exercise by Provider of any termination rights under Section 5.3 of this Agreement. Any disputes between the parties that cannot be resolved pursuant to the *VALUEOPTIONS* Provider Grievance and Appeals Process shall be resolved through binding arbitration pursuant to the Commercial Arbitration Rules of the American Arbitration Association. The final decision of the arbitrator shall be enforceable in any court of competent jurisdiction.

**Section 7.12 Indemnification.** Each party agrees to indemnify and to hold the other party harmless from any costs, claims, judgments, losses, damages or expenses, including attorneys' fees, which the party incurs because of the negligent acts or omissions of the other party, its employees, agents, directors, trustees and/or representatives.

**Section 7.13 Provider Sanction Process.** The Provider may be subject to sanctions, specified in the Provider Handbook, for failing to abide by *VALUEOPTIONS'* policies and procedures contained in this Agreement and in the Provider Handbook.

[END]

**EXECUTION PAGE**

**IN WITNESS WHEREOF**, intending to be legally bound, the parties hereto have executed this Agreement as of the dates specified.

*VALUEOPTIONS, Inc.*

\_\_\_\_\_  
Provider Name (Please Print)

By: \_\_\_\_\_  
(Please Print)

\_\_\_\_\_  
Provider Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Licensure/Discipline

Title: \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date Executed by *VALUEOPTIONS*

\_\_\_\_\_  
Effective Date of Agreement

To Whom Notices To Be Sent:

To Whom Notices To Be Sent:

\_\_\_\_\_  
Address

ValueOptions – TRICARE South Region  
Attn: Provider Relations Department  
P.O. Box 551188  
Jacksonville, FL 32255 - 1188

\_\_\_\_\_  
City, State, Zip Code