PROVIDER AGREEMENT

THIS AGREEMENT is entered into this 1st day of _____, 20___, (the "Effective Date") by and between **PARTNERS IN BEHAVIORAL HEALTH, LLC**, a Wisconsin corporation ("PBH"), and _____, ("Provider"). Provider is affiliated (if applicable), with _____.

WHEREAS, PBH is incorporated under the laws of the State of Wisconsin and engaged in the business of managing and arranging for the provision of mental health or substance abuse services (MHSA services) to certain individuals (Covered Persons), the cost of which services is borne by the employer, union, collective funding vehicle, insurer, managed care organization, or other Purchaser through a Benefit Plan;

WHEREAS, Provider is engaged in the business of arranging for and/or providing MHSA services and does so in a manner consistent with the ethical standards established by provider's respective professional affiliation;

WHEREAS, Provider operates clinical facilities and maintains patient and financial records in accordance with all applicable federal, state and local laws, regulations and codes;

WHEREAS, the parties desire to set forth in this Agreement the terms and conditions under which Provider will supply MHSA services and to specify the responsibilities of each of the parties in connection with this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereby agree as follows:

Definitions

1. Benefit Plan: A benefit or other program established by an employer or third party payor, managed care company, or other Purchaser pursuant to which Covered Persons are entitled to receive Covered Services.

1.1 Covered Person: Any insured individual, or eligible dependent of such individual, who is entitled to MHSA services which are payable by a Benefit Plan contracting with PBH.

1.2 Covered Services: Appropriately authorized MHSA services rendered by Provider to a Covered Person in accordance with Benefit Plan in agreement with PBH.

1.3 Emergency: A serious condition that arises suddenly and requires immediate care and treatment, generally received within 24 hours of onset, to avoid jeopardy to the life or health of a Covered Person or to the life of another.

1.4 Medically Necessary: Services or supplies which, under the provisions of this Agreement, are determined to be: (a) appropriate for the symptoms, diagnosis or treatment of the medical and/or psychiatric condition; (b) provided for the diagnosis or direct care and treatment of the medical and/or psychiatric condition; (c) within acceptable medical and/or psychiatric practice standards within the organized medical community; (d) not primarily for the convenience of the Covered Person or of any Provider providing Covered Services to the Covered Person; and (e) the most appropriate supply or level of service needed to provide safe and adequate care.

1.5 PBH Participating Network: Those Providers who have agreed to provide Covered Services to Covered Persons through the execution of this Agreement or other agreement with PBH.

1.6 Provider: A health care professional or facility, including Provider, that has or is governed by a participation agreement in effect with PBH, Benefit Plan, or Purchaser to provide MHSA services to Covered Persons.

1.7 Purchaser: An organization which operates manages or is otherwise responsible for the administration of a Benefit Plan. Purchasers include, but are not limited to, organizations such as self-insured employers, health insurance companies, health maintenance organizations, multiple employer trusts, pension and welfare trust funds, and third-party administrators.

1.8 Utilization Review: The procedure which includes prospective review of referrals to specialist physicians and other providers, outpatient services, and inpatient confinement in an institutional setting; concurrent review of lengths of stay in any inpatient institutional setting and retrospective review of Providers' billings and emergency services.

Responsibilities of Provider

2. Provider agrees to provide Covered Services to Covered Persons in accordance with the terms and conditions specified herein. Provider shall comply with PBH utilization review standards and credentialing criteria, as modified from time to time by PBH.

2.1 Provider agrees to open a medical record at the time a Covered Service is first provided to a Covered Person. Provider shall keep and maintain such a record in accordance with state, federal, and/or JCAHO standards.

Responsibilities of PBH

3. PBH agrees to include Provider within the PBH Participating Network and to comply with the other terms and conditions specified herein. Notwithstanding any other provision herein, PBH does not agree to provide any specified levels of referrals to Provider.

Payment

4. Provider agrees to accept as payment in full for Covered Services the amount determined in accordance with Exhibit A. Provider agrees not to bill or otherwise seek payment from any Covered Person except as follows: (a) provider may bill or seek payment of the applicable co-payment amounts which shall be based on the amount set forth in the Benefit Plan as the maximum amount which may be charged by the Provider for Covered Services; and (b) Provider may bill or seek payment of any amounts due for any services provided by the Provider which are not Covered Services if the Covered Person so agrees.

4.1 Provider agrees not to collect from the Covered Person any charges for services for which benefits were either denied or reduced under PBH Utilization Review rules or procedures regardless of any understanding to the contrary with Covered Person.

4.2 Provider understands that PBH is not a Purchaser of Covered Services and does not represent to be a Purchaser. PBH arranges for Purchaser to pay Provider subject to Benefit Plan and Utilization Review criteria.

Billing

5. Provider shall cooperate fully with PBH in all claims payment administration, including, but not limited to, the collection of coordination of benefits and subrogation recoveries.

4.1 Provider shall submit all claims for payment within sixty (60) days of the date of the provision of Covered Services, in such a manner and on such forms as may be requested by PBH or as may be required by any Benefit Plan to which this Agreement pertains.

Nondiscrimination

6. Provider agrees not to discriminate between Covered persons on the basis of Benefit Plan nor between Covered Persons and other Provider patients; and as well not to differentiate or discriminate in the provision of services to Covered Persons because of race, color, national origin, ancestry, religion, sex, marital status, sexual orientation or age;

Verification of Eligibility

7. Provider agrees to verify the current status of the Covered Person's eligibility for MHSA Services by requesting presentation by the Covered Person of his or her identification card or by contacting Benefit Plan or the Benefit Plan's authorized designee.

Utilization Review and Quality Assurance

8. Provider agrees to cooperate with, participate in, and comply with PBH Utilization Review and Quality Assurance policies and procedures including onsite review, peer review, and/or audit procedures, sanction and termination policies as may be established by PBH or Purchaser from time to time. Provider shall notify PBH within one (1) business day upon receiving notice that his or her license to provide MHSA Services in the State of Wisconsin has been suspended, if Provider's professional liability insurance is canceled or otherwise modified, upon loss or termination of Medicare or Medicaid certification, or if Provider is sanctioned by the Medicare or Medicaid programs, or receives an initial sanction notice.

   PBH will make reasonable efforts to: (a) retain the confidentiality of information acquired by PBH in connection with quality assessments, and (b) not to disclose such information to third parties, unless disclosure is deemed necessary by PBH or is otherwise required by law.

Authority to Execute Agreements

9. Provider expressly grants PBH the authority to execute service agreements with any entity as may be approved by the PBH Board of Directors.

Standard of Care

10. Provider shall comply with all applicable federal and state laws, licensing requirements and professional standards, and provide Covered Services in accordance with generally accepted practices and standards prevailing in the

applicable professional community at the time of treatment. Provider shall be solely responsible for the quality of services Provider renders to Covered Person.

Referrals

11. Provider shall promptly inform PBH and, if required by the applicable Benefit Plan, a Covered Person's primary care physician, of any referrals to providers outside the PBH Participating Network or of any hospital admissions. Provider shall, if at all possible, refer Covered Persons to PBH Participating Networks. Prior to making any referral to a provider outside the PBH Participating Network, Provider will coordinate with PBH to determine whether an appropriate PBH Participating Network Provider is available for the referral. Provider shall refer Covered Persons for admission only to hospitals or other facilities or agencies or programs which are authorized by a Benefit Plan, unless the necessary hospital or facility services are not available from such authorized hospital or facility, or in the case of an Emergency. Except in the case of an Emergency, Provider shall notify PBH prior to any referral to any hospital, other facility or agency which is not authorized by a Benefit Plan.

Accessibility and Hours of Service

12. Provider agrees to make Covered Services available to Covered Persons on a readily available and accessible basis, including, but not limited to, during normal business hours of Provider. Provider agrees that Covered Services will be available and accessible to Covered Persons on an Emergency basis, twenty-four (24) hours per day, seven (7) days per week. Provider shall promptly notify PBH in the event provider is not able to provide Covered Services to Covered Persons on a readily available and accessible basis.

Closed Practices

13. Provider agrees to provide PBH with a minimum of one hundred twenty (120) days prior written notice in the event Provider is unable or unwilling to accept new Covered Persons for treatment.

Inspection of Facilities and Record Retention

14. Provider agrees that upon reasonable advance notice, it will allow representatives of PBH or Purchaser to inspect Provider facilities, equipment and medical records as they relate to Covered Persons in order to evaluate the quality, timeliness and documentation of Provider's provision of MHSA services. Provider understands that inspections of medical records shall only be undertaken by Purchaser if Purchaser is appropriately authorized by Covered Individual to do to. Provider

further agrees to retain reports relating to Provider's performance under this Agreement until the latter of (a) the length of time required under state and federal regulation, or (b) the resolution of any audit, litigation or other action involving any such report or record which is initiated prior to the end of the state and federal time requirement.

Directories and Information

15. PBH shall have the right to market the PBH Participating Network and shall be entitled to include Provider's name, practice address and practice phone number in any directory of Providers distributed to Covered Persons or Purchasers. PBH and Purchasers with an agreement with PBH for the provision of Covered Services, may also use Provider's name and other identifying information in marketing literature.

15.1 Provider authorities PBH to provide access to additional information specific to Provider, including, but not limited to: utilization profiles, professional qualifications or credentialing information, to Purchaser.

Non-exclusivity and Non-compete

16. This Agreement is non-exclusive and does not limit the right of either PBH or Provider to contract with other persons or entities including, but not limited to, other providers, managed care organizations, or other participating provider arrangements. In no event shall Provider or any affiliate of Provider enter into a contract with a Purchaser contracted with PBH during the term of this Agreement for a period of eighteen (18) months following the completion of all duties and obligations arising under this Agreement.

Liability Coverage

17. Provider, at its cost and expense, shall procure and maintain such policies of general and professional liability insurance, including malpractice and other insurance as shall be necessary to insure it and its employees against any claim or claims for damages arising by reason of the performance of any services or activities by Provider in connection with this Agreement. Such policies shall be in the minimum amounts of One Million Dollars ($1,000,000) per occurrence and Three Million Dollars ($3,000,000) aggregate, except that PBH may permit certain non-physician providers to maintain policies in the minimum amounts of One Million Dollars ($1,000,000) per occurrence and One Million Dollars ($1,000,000) aggregate. Provider shall furnish evidence of such coverage to PBH within three (3) days of the date of this Agreement. Provider agrees to give PBH at last ten (10) days advance notice of cancellation or any modification of such general and

professional liability insurance. PBH reserves the right to require that the above-stated minimum policy limits be increased to amounts determined to be necessary by PBH or by changes in state or federal regulations. Provider shall promptly furnish PBH evidence of such increased coverage after notice from PBH of the increased policy limits.

Indemnification

18. Provider and PBH understand and agree that this Agreement is not one to insure or indemnify and shall not be so construed. Provider and PBH agree each party is responsible for its own negligence, acts and omissions.

Warranty

19. Provider represents and warrants that Provider is properly qualified, licensed or certified in accordance with the provisions of all applicable laws or regulations to provide Covered Services, and that the statements set forth herein and in any application submitted to PBH are true and may be relied upon by PBH, any person or entity engaged or retained by PBH to perform any of its obligations under this Agreement, any Employer or Benefit Plan to which this Agreement pertains and any entity which insures or administers those Benefit Plans and will continue to be true and correct throughout the term of this Agreement and any renewal thereof unless Provider notifies PBH in writing that any such statements are no longer true. Provider shall promptly notify PBH in writing of any changes in statements or information set forth in any application submitted to PBH, including PBH's Application Survey.

Notice of Malpractice Litigation

20. Provider shall notify PBH in writing within three (3) days of the date on which Provider receives notice of the initiation of any suit for malpractice.

Term and Termination

21. This Agreement shall be effective as of the date set forth above, and shall continue in effect for a term of twelve (12) months from such date. This Agreement shall be automatically renewed on each anniversary date thereafter for twelve (12) month periods unless sooner terminated pursuant to the termination provisions of this section as follows:

    (a.) Either party may terminate this Agreement at any time during the current term by giving at least sixty (60) days prior written notice of their intent to so

terminate the Agreement. Such termination shall be subject to the provisions of Section 21(e) hereof.

(b.) This Agreement may be terminated by either party upon ten (10) days prior written notice if there has occurred a default in the performance of a material term or condition of this Agreement which default has not been cured within such notice period, provided such notice must state the specific nature of the default. For the purposes of this Agreement, a material term or condition is an event, or omission of a duty or obligation required by this Agreement other than those events listed in Sections 21(c) and (d). Such termination shall be subject to the provisions of Section 21(e) hereof.

(c.) PBH may, in its sole discretion, terminate this Agreement immediately upon written notice to Provider at any time after the occurrence of any one of the following events: (1) if Provider's license to provide MHSA services in the State of Wisconsin is revoked or suspended; (2) if Provider fails to maintain the required level of professional liability insurance coverage during the term of this Agreement; (3) if Provider is convicted of criminal charges during the term of this Agreement; (4) if Provider is found to have filed false application to PBH for participation status; or, (5) if Provider is continuously disabled for ninety (90) days, such termination shall not be subject to the provisions of Section 21(e) hereof.

(d.) In the event Provider, who is certified by Medicare or Medicaid, loses such Medicare or Medicaid certification, is sanctioned by the Medicare or Medicaid programs, or receives an initial sanction notice, then PBH, at its sole option, may terminate this Agreement immediately upon written notice to Provider. Such termination shall be subject to the provisions of Section 21(e) hereof.

(e.) Upon the termination of this Agreement as provided in Sections 21(a), (b), and (d) hereof, or expiration of this Agreement, the rights of the parties hereunder shall terminate, provided, however, such termination shall not relieve PBH or Provider of obligations imposed prior to such expirations or termination, particularly with respect to the treatment of Covered Individuals.

(f.) In the event PBH receives a directive from Purchaser to terminate Provider's participation pursuant to Purchaser's agreement with PBH, Provider agrees to cease participation in that Purchaser's business.

(g.) At PBH's sole discretion, upon such expiration or termination of this Agreement, and for the one (1) year period thereafter, Provider shall continue to provide MHSA services to Covered Individuals who are in treatment and are covered persons as of the date of notice of termination of this Agreement until the

respective termination dates of each of the PBH/Purchaser service agreements. PBH and Provider agree that at Provider request, both parties shall seek alternative treatment possibilities for a Covered Individual in treatment at the time of termination. At the end of the one (1) year period described above, Provider will no longer be required to provide MHSA services to Covered Individuals, unless such Covered Individual's treatment course has not yet been completed.

Relationship Between the Parties

22. The relationship of the parties is that of independent contractors. Nothing contained herein shall be construed in such manner as to create the relationship of employer and employee or of a joint venture. Provider shall not be considered to be, nor be treated as an employee of PBH for any purposes; and PBH shall not withhold or pay on behalf of Provider any sums for income tax, unemployment insurance, social security or any other withholding pursuant to any law or requirement of any governmental body. All such payments, withholdings and benefits, if any, are the sole responsibility of Provider.

Equipment and Quality Control

23. Provider agrees to provide all necessary equipment and ensure such equipment is in proper working order for the performance of any obligations hereunder.

Responsibility for Provision of Covered Services

24. It is hereby understood that PBH and its designee(s) do not intervene in any way or manner with the performance of services by Provider, it being understood and agreed that the traditional relationship between Provider and patient will not be disturbed by this Agreement. Provider understands that claim determinations made by the Benefit Plan and determinations made in connection with the Utilization Review provisions of a Benefit Plan are solely for purposes of determining whether services are covered under the terms of that Benefit Plan and the extent to which benefit payments may be made there under. Accordingly, such determinations shall in no way affect the responsibility of Provider to provide Medically Necessary services to Covered Persons.

Authorization to Use Name and Status

25. PBH's name and Providers status as a participant in the PBH Participating Network shall not be used by Provider in any form of advertisement or publication without the prior, written permission of an officer of PBH.

Waivers of Default

26. The waiver by either party of one or more defaults on the part of the other party in the performance of obligations under this Agreement shall not be construed to operate as a waiver of any subsequent defaults.

Proprietary Information

27. Provider understands that, during the term of this Agreement, Provider may have access to trade secrets and other proprietary business information, including, but not limited to, contract terms, financial statements or projections, marketing information, competitive analysis and other relevant information. Provider agrees that Provider, Provider's joint venture partner, affiliates, employees and owners shall maintain all such information in the strictest confidence, recognizing that PBH is relying on such information for effective business operations.

Complaints

28. PBH shall have the right to provide a mechanism for the resolution of any complaints initiated by a Covered Person and/or Provider. Provider agrees to cooperate and participate fully in the complaint resolution procedures established by PBH. PBH's current complaint resolution procedures are set forth as Exhibit B. PBH reserves the right to amend such procedure from time to time.

Dispute Resolution

29. If a dispute should arise between PBH and Provider with respect to their obligations arising under or relating to this Agreement, either PBH or Provider may demand that the dispute be settled by arbitration before a single arbitrator in accordance with the rules of the American Arbitration Association or another Arbitrator agreeable to both parties. The award of the Arbitrator shall be final and binding. This procedure shall be the exclusive means of settling any disputes that may arise under this Agreement. The arbitration shall be held in Milwaukee, Wisconsin.

Notices

30. All notices shall be in writing, and except as otherwise provided in this Agreement, shall be delivered personally or sent by certified mail, return receipt requested, addressed to the below-indicated address of the party to be notified or at such other place or places as either party may from time to time designate by written notice to the other party.

If to Provider: _____
Provider's Name

_____
Clinic or Affiliate

_____
Street Address

_____
City, State and Zip Code

If to PBH: Ron Nakamura, VP Operations
PARTNERS IN BEHAVIORAL HEALTH, LLC
34700 Valley Road
Oconomowoc, WI 53066

Governing Law

31. This Agreement shall be governed in all respects by the law of the State of Wisconsin. Provider and PBH agree to comply with all federal and state laws applicable to the performance of this Agreement, including, but not limited to, those laws relating to nondiscrimination, civil rights and equal employment opportunity.

Headings

32. All paragraphs and other headings in this Agreement are for reference purposes only and are not intended to describe, interpret, define, or limit the scope, extent or intent of this Agreement or any provision thereof.

Severability

33. Each provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the legality or validity of the remainder of this Agreement.

No Third-Party Beneficiaries

34. Neither a Covered Person nor any other person is intended to be a third-party beneficiary of any of the provisions set forth in this Agreement, the Agreement instead being intended solely for the benefit of the parties hereto.

Assignment

35. This Agreement is intended to secure the services of Provider. Provider shall not assign this Agreement to any other person or entity without the prior written consent of PBH.

Entire Agreement

36. This Agreement and the attachments, which are hereby incorporated by this reference, set forth the full and complete understanding between the parties and supersede all prior or contemporaneous agreements, discussions, correspondence or negotiations, oral or otherwise, between the parties hereto. Except as otherwise provided in this Agreement, it can be altered or amended only by written agreement signed by Provider and an officer of PBH.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth on the first page.

PROVIDER:	PARTNERS IN BEHAVIORAL HEALTH, LLC
_____	_____
Signature	*Signature*
_____	Ronald Nakamura VP Operations
Name and Title	*Name and Title*

EXHIBIT A

Provider Payment Provisions

For Covered Services, provider shall be paid at PBH rates for the maximum allowable charges established by the benefit plan based on the license and certification of the provider.

EXHIBIT B

Resolution of Complaints

Complaints must be submitted in writing to:

Provider Relations Department
PARTNERS IN BEHAVIORAL HEALTH, LLC
3630 North Hickory Lane
Oconomowoc, WI 53066

As appropriate, PBH will endeavor to investigate the complaint in a reasonably prompt manner and provide a written response to the Covered Person, Provider, or Provider's organization within approximately thirty (30) days after the date of receipt of the complaint.