



Re: First Access Quick Pay Program / US HealthCare Association

Dear Provider:

Recently one of your patients nominated you to participate in the First Access Quick Pay Program.

I would like to take this opportunity to introduce to you and your office staff the First Access Quick Pay Program. This program was developed with the provider as our first priority. With real time re-pricing, your office staff will be able to collect payment for services rendered at time of service and without the cost of filing a claim!

Here is how our program works. Providers sign our First Access Quick Pay contract agreeing to accept 20% off normally billed charges - no complicated fee schedules. Patients are referred to you and when a patient comes in for service, your office staff applies the agreed upon rate to the claim. **The patient must pay the agreed upon rate in full at time of service.** This eliminates the costly process of filing a claim and waiting 30-90 days for payment or explanation for non payment of services. It costs a provider's office an average \$4.50 in administration each time a claim is submitted! This program is not only cost savings to the patient but is cost savings to you as the provider.

Please review the attached First Access Quick Pay contract. I would like the opportunity to answer any questions you may have on this program. Please feel free to call me at (800) 243-9932.

Best regards,

Alison Hale  
Provider Relations  
First Access

**FIRST ACCESS, INC.**  
**QUICK PAY PRACTITIONER AGREEMENT**

THIS AGREEMENT, effective \_\_\_\_\_, is entered into between First Access, Inc. (FA) with principal offices located at 20532 El Toro Road, Suite 303, Mission Viejo, CA 92692, and the Practitioner whose signature and principal address appear on the last page of this Agreement.

WHEREAS, on behalf of various organizations, including marketing companies, self-insured employers, union welfare funds, third party administrators, insurance carriers and self-pay patients (Clients), who administer self-pay programs, self-insured programs, high deductible fully insured programs, for their members (Participants) FA has established providers who have agreed to render health care services to Participants in exchange for reimbursement at negotiated rates at the time of service; and

WHEREAS, FA, on behalf of its Clients, wants to establish a provider relationship with Practitioner, and Practitioner wants to provide professional services in accordance with the terms of this Agreement;

THEREFORE, in consideration of the foregoing and of the mutual covenants, promises and undertakings herein, and intending to be legally bound hereby, the parties agree as follows:

**A. DEFINITIONS**

1. **Benefit Plan or Benefit Program:** A contract, policy, or other document which Client is obligated to adhere to provide benefits on behalf of Participants.
2. **Client:** An employer, insurance carrier, marketing company, association, or other entity that administers, as applicable, one or more Benefit Plan and which has contracted with FA on behalf of one or more such Benefit Plan to enable Participants to have access to health care providers at a reduced fee in exchange for payment at the time of service.
3. **Contract Rates:** The rates of reimbursement for health care services rendered to Participants as set forth in section D of this Agreement.
4. **Participant (Eligible Person):** A person who is entitled to the contracted rate given by the Practitioner under this Agreement and who has satisfied the eligibility requirements under the Client's Program.
5. **Usual and Customary Charge:** The fee for a health care service which is no greater than the average and prevailing charge for the same service in the same geographic community or in a geographic community which is similar to that in which the service is rendered.

6. **Automated re-pricing:** The process of Practitioner calling the Client's dedicated toll-free number indicated on the Identification Card presented by the Participant. Practitioner enters Participant's identification number, Practitioner Federal Tax identification number, CPT-4 procedure code(s) and the Practitioner's usual and customary fee. The automated repricing system will then calculate the allowable amount that the Participant is responsible for paying at the time of service.

**B. RIGHTS AND OBLIGATIONS OF THE PRACTITIONER:**

**1. Application and Credentials**

- a. Practitioner shall comply with all laws relating to furnishing professional services to Participants and maintain in effect all licenses, registrations, permits, and other governmental approvals which may from time to time be necessary for that purpose.
- b. Practitioner agrees to notify FA within five business days of any material change in Practitioner's credentials, including but not limited to knowledge of the occurrence of any of the following:
  - (i) The revocation, restriction, termination, or voluntary relinquishment of any of the licenses, certifications, or accreditation's required to practice medicine; or
  - (ii) The imposition of any disciplinary action, including censure and reprimand, by any State licensing board; or
  - (iii) Any final disposition or settlement of any legal action against Practitioner for professional negligence; or
  - (iv) Any conviction for any criminal charge except for minor traffic infractions; or
  - (v) Any lapse, termination nor material change in the liability insurance coverage required by this Agreement; or
  - (vi) Any restriction, suspension, revocation, or voluntary relinquishment of staff membership or clinical privileges at any health care facility; or
  - (vii) The existence of an impairment of the Practitioner's ability to provide professional services caused by alcohol, drugs, or physical or mental disability; or
  - (viii) Conduct which has harmed or endangers the health or welfare of the patient.

**2. Provision of Services**

- a. Practitioner shall be solely responsible for the professional advice and treatment rendered to Participants pursuant to this Agreement, and FA disclaims any liability with respect to such matters.
- b. Practitioner shall provider covered professional services to all presenting Participants including self-pay patients, in accordance with community standards, consistent with Practitioner's training and expertise, and with the manner in which services are provider by Practitioner to other patients, without discrimination based

on sex, race, color, religion, marital status, sexual orientation, age, ancestry, or national origin.

- c. If Practitioner is a primary care physician, internist, pediatrician, family practitioner, or obstetrician/gynecologist, Practitioner shall assure Participants' access to Covered Services twenty-four hours a day, 365 a year.

3. **Insurance** Practitioner shall maintain professional liability insurance covering the Practitioner against claims arising out of the services to be performed hereunder in the minimum amounts required by law or, in the absence of statutory requirements, no less than \$1,000,000 per occurrence and \$3,000,000 per annual aggregate. Practitioner shall provide FA with a copy of the certificate(s) of insurance. Practitioner agrees to notify FA in writing within thirty days of any cancellation, non-renewal, or material change in such coverage.
4. **Grievance Procedures** Practitioner shall cooperate with any grievance procedures or programs sponsored by FA, Clients, or their designees. Practitioner shall notify FA promptly upon knowledge of any dispute, complaint, or grievance relating to patient care or other disputes involving FA, its Clients, their designees, or Participants.

#### C. **RIGHTS AND OBLIGATIONS OF FIRST ACCESS (FA)**

1. **Limitations** FA's duties are limited to those specifically set forth herein. FA does not determine benefit availability for Participants under Client's Benefit Programs. FA is not liable for reimbursement of Practitioner for services rendered pursuant to this Agreement, and does not exercise any control with respect to Clients' Benefit Programs assets, policies, practices procedures, or payment of claims.
2. **Right to Suspend and Remove** FA reserves the right to suspend and remove from its directories, a Practitioner with respect to whom any of the events described in Section B.1.d of this Agreement has occurred, or is alleged to have occurred and is under investigation. FA shall notify Practitioner of the suspension and/or removal.
3. **Direction** FA shall provide a toll-free telephone number for use by its Clients and Participants to determine whether a Practitioner has executed a quick pay contract with FA, and for referrals to FA Quick Pay Practitioners. FA is permitted to and shall use Practitioner's name, address, telephone numbers and classification of services in it printed and telephone directories. Participant only receives a benefit when a contracted Practitioner is utilized for services. Participant must present their valid and correct identification card at the time of service. **Participant must pay Practitioner the contracted rate at the time of service or Participant shall not enjoy the contracted rate and charges revert back to the original billed amount.**

## **D. COMPENSATION**

1. Practitioner shall utilize FA's proprietary telephonic repricing system to determine patient eligibility and patient responsibility at the time of service; or
2. Practitioner shall reduce total charge for any services rendered in the Practitioner's office by 20% at the time of service.
3. Patient must pay 100% of the reduced charge at the time of service. If the patient is unwilling or unable to pay 100% of the reduced charges at the time of service, the charges shall then revert to the usual and customary Practitioners billed charges.
4. Practitioner shall furnish all information reasonably required by Client to verify Practitioner's services rendered and the charges for such services.
5. Practitioner shall not balance bill the patient for the difference between the usual and customary billed amount and the 20% reduction in charges. Practitioner understands that the Client is only responsible for payment of the reduced fee at the time of service.
6. With respect to services rendered during the term of this Agreement, the rights and obligations set forth in this Section shall survive the termination of the Agreement.

## **E. TERM AND TERMINATION**

1. **Term** This Agreement shall be effective for one year from the Effective Date indicated above, and, thereafter shall renew automatically for consecutive two-year terms.
2. **Termination**
  - a. Either party may terminate this Agreement at the end of a term that is in progress by giving the other party written notice of the termination at least 120 days prior to the end of the term in progress, and such termination shall be effective on the first day of the first month following the end of the term then in progress.
  - b. Either party may terminate the Agreement for cause due to material breach by giving ninety days advance written notice. The notice of termination for cause will not be effective if the breaching party cures the breach within the thirty-day notice period.
3. **Effect of Termination**

Upon termination of the Agreement, Practitioner shall be responsible for arranging the orderly transfer of all Participants under Practitioner's care to another Practitioner. Practitioner shall make best efforts to transfer care to another FA Practitioner, unless as described in B.3., such transfer is impracticable. Practitioner shall be reimbursed in accordance with the terms of this Agreement for services rendered until transfer. If Practitioner is an Obstetrician or Certified Nurse Midwife and, as a result of termination

of this Agreement, cannot continue care through the conclusion of a Participant's pregnancy, Practitioner, upon informing Participant, Client and FA, shall be entitled only to a pro-rated portion of the fee based upon services rendered prior to transfer. The obligations set forth in this provision shall survive the termination of this Agreement...

**F. NOTICES**

Any notice required or given under this Agreement shall be in writing and delivered in person, sent by certified or registered mail, return receipt requested, or next day mail or courier, and addressed to the other party at the address set forth below, or at such other address as the party may designate in writing. Notices delivered in person or sent by next day mail or courier shall be deemed to have been given on the day actually received. Notices sent by registered or certified mail shall be deemed to have been given on the earlier of the third day after the date such notice was sent or the day actually received; provided however that if such day falls on a weekend or legal holiday, receipt shall be deemed to occur on the business day following such weekend or legal holiday.

Practitioner Name and Title: \_\_\_\_\_  
(Printed)

Principal Address \_\_\_\_\_  
\_\_\_\_\_

Tax I.D.# \_\_\_\_\_

Telephone \_\_\_\_\_

Facsimile \_\_\_\_\_

E-Mail \_\_\_\_\_

First Access, Inc.  
20532 El Toro Road, Suite 303  
Mission Viejo, CA 92692  
Attn: Director of Contracting

**G. ASSIGNMENT**

The rights and duties of either party shall not be transferred or assigned in whole or in part without the prior written consent of the other; provided however that either party may assign this Agreement to a present or future affiliate, subsidiary or successor in interest who succeeds to all or substantially all of the assets and operations of such party. Such consent shall not be reasonably withheld.

**H. FORCE MAJEURE**

Neither party shall be responsible for delays or failures of performance resulting from acts

beyond the control of such party. Such acts include, but are not limited to, acts of god, strikes, lockouts, riots, acts of war, epidemics, government regulations imposed after the effective date hereof, fire, communication line failures, power failures, earthquakes or other disasters.

**I. OWNERSHIP**

Practitioner acknowledges that all right, title and interest in and to the proprietary concepts, methods, techniques, processes, adaptations and ideas that pertain to FA's First Access patent pending repricing system or any derivative work associated therewith (collectively, "Proprietary Information") shall remain with FA. Practitioner acknowledges that the Proprietary Information was developed or acquired by FA through the expenditure of substantial time and expense, and Practitioner agrees, that without the prior written consent of FA, it shall not copy or otherwise reproduce, misappropriate, distribute, disclose, transfer or use any Proprietary Information except as expressly contemplated in this Agreement.

**J. COUNTERPARTS**

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which taken together shall constitute one and the same instrument.

**K. SEVERABILITY**

Should any provision of this Agreement be adjudged unlawful or invalid by any court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

**L. ATTORNEY'S FEES**

In the event of any action or threatened action between the parties to enforce the terms of this Agreement, in addition to any other relief it may be awarded, the prevailing party shall be entitled to be reimbursed by the other party for the prevailing party's costs incurred in connection therewith, including but not limited to legal and expert witness fees.

**M. GOVERNING LAW**

This Agreement shall be governed by laws of the state in which the Practioner performs services under this Agreement.

**N. ARTICLE HEADINGS**

The Article headings included in this Agreement are for the convenience of the parties only and shall not affect the construction or interpretation of this Agreement.

**O. ENTIRE AGREEMENT**

This Agreement contains the entire agreement and understanding of the parties' subject matter hereof and shall supersede any and all prior and concurrent agreements, whether oral or written,

between the parties regarding the subject matter hereof. The parties acknowledge and agree that neither of them has made any representations with respect to the subject matter of this Agreement, or any representation inducing the execution and delivery hereof except such representations as are specifically set forth herein, and each of the parties hereto acknowledges that it has relied on its own judgment in entering into the same.

**P. AUTHORITY**

Each person signing this Agreement on behalf of a party hereto represents that he or she is duly authorized to do so on behalf of such party and that such party has taken all necessary action in order to be bound by the terms hereof. For additional practitioner participation, complete Exhibit 1.

In witness whereof, this Agreement is executed this \_\_\_\_\_ day of \_\_\_\_\_, 2003.

Practitioner Name and Title: \_\_\_\_\_  
(Printed)

Specialty: \_\_\_\_\_

Principal Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Tax I.D.# \_\_\_\_\_

Telephone \_\_\_\_\_

Facsimile \_\_\_\_\_

E-Mail \_\_\_\_\_

Practitioner Signature \_\_\_\_\_

Please enclose copies of:  
State License, DEA, Medical School Diploma

First Access, Inc.

By: \_\_\_\_\_  
Director of Contracting

**EXHIBIT 1**

Practitioner Name and Title: \_\_\_\_\_  
(Printed)

Specialty: \_\_\_\_\_

Principal Address \_\_\_\_\_  
\_\_\_\_\_

Tax I.D.# \_\_\_\_\_

Telephone \_\_\_\_\_  
Facsimile \_\_\_\_\_  
E-Mail \_\_\_\_\_

Practitioner Signature \_\_\_\_\_

Please enclose copies of:  
State License, DEA, Medical School Diploma

First Access, Inc.

By: \_\_\_\_\_  
Director of Contracting

Practitioner Name and Title: \_\_\_\_\_  
(Printed)

Specialty: \_\_\_\_\_

Principal Address \_\_\_\_\_  
\_\_\_\_\_

Tax I.D.# \_\_\_\_\_

Telephone \_\_\_\_\_  
Facsimile \_\_\_\_\_  
E-Mail \_\_\_\_\_

Practitioner Signature \_\_\_\_\_

Please enclose copies of:  
State License, DEA, Medical School Diploma

First Access, Inc.

By: \_\_\_\_\_  
Director of Contracting

Photo copy Exhibit 1 if there are more providers you would like to add.

