

Assignment of Claims and Right to Bring Suit

This Assignment of Claims and Right to Bring Suit ("Assignment") is entered into by and between the provider whose name, Indiana Health Coverage Program ("IHCP") and NPI numbers appear on the signature page of this Assignment ("Provider") and MDwise, Inc., an Indiana nonprofit corporation ("MDwise").

Recitals

- A. MDwise entered into agreements with the State of Indiana (the "State") to administer risk-based managed care programs for eligible recipients of the Hoosier Healthwise ("HHW") and Healthy Indiana Plan ("HIP") programs.
- B. Provider entered into one or more agreements with Comprehensive Behavioral Care, Inc. ("CompCare"), to provide behavioral health services in connection with the HHW and HIP programs (the "Provider Services").
- C. Provider has submitted claims to CompCare for payment for the Provider Services (the "Provider Claims").
- D. Although CompCare is contractually obligated to pay Provider Claims for Provider Services, CompCare has failed to pay certain Provider Claims.
- E. MDwise is not contractually or otherwise responsible for paying Provider Claims.

Agreement

1. **Assignment.** For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Provider hereby assigns to MDwise all of Provider's rights, title and interest in and to the Provider Claims submitted to MDwise for payment for covered services rendered to MDwise covered members during 2008 and not paid by CompCare and any and all rights and claims it has against CompCare, including (a) any equitable or legal remedies for torts, fraud or contractual claims of which Provider could avail itself and (b) recoveries resulting from MDwise's prosecution of such claims (the "Assigned Provider Claims"). As they are received, processed, and paid, the Assigned Provider Claims will be documented on Exhibit A, as may be amended from time to time. Specifically, Provider agrees to allow MDwise to bring the Assigned Provider Claims in MDwise's name; and Provider agrees to cooperate with MDwise in all ways reasonably necessary, including, if necessary, ratifying that MDwise has the right to bring such Assigned Provider Claims and executing all documents that may be required to effectuate this Assignment. Provider agrees to cooperate with MDwise in preparing for civil litigation and trial, and to make all documents and/or releases requested by MDwise available to MDwise, as necessary, to prosecute the Assigned Provider Claims. If MDwise obtains a judgment relating to the Assigned Provider Claims, Provider agrees to cooperate, in all ways reasonably necessary, in the enforcement of such judgment.

2. **Processing and Payment of Assigned Provider Claims.** Provider agrees that the procedures set forth in Exhibit B shall apply to the processing and payment of Assigned Provider Claims. Subject to the processing and payment rules set forth in Exhibit B, MDwise will pay each Assigned Provider Claim at then current (2008) IHCP or HIP payment rates, plus interest, as applicable, at the rate determined under I.C. 12-15-21-3(7) and according to the formula specified in Exhibit B. The payment by MDwise of Assigned Provider Claims shall be Provider's sole and exclusive recovery for the Assigned Provider Claim. Under no circumstances shall the State be liable for any payments to Provider for any Provider Claim, including but not limited to any Assigned

Provider Claim. Provider agrees that in no event, including but not limited to nonpayment by MDwise, shall Provider maintain any action or assert any claim against the State to collect or recover any amount alleged to be owed to Provider.

3. **Pursuit of Assigned Provider Claims.** MDwise agrees to pay all litigation expenses and legal fees incurred by it in pursuing the Assigned Provider Claims. MDwise has the sole right to determine if litigation will be commenced against any party, and to control and direct the litigation, including the right to dismiss and/or settle any matter.

a. If any court determines that any part or all of an Assigned Provider Claim does not constitute a valid, enforceable claim for payment against CompCare for HHW or HIP covered services provided by Provider to HHW or HIP covered persons, MDwise will notify Provider of the court determination and the dollar amount of the applicable Assigned Provider Claim. Within thirty (30) days following any such notice, Provider will promptly reimburse MDwise the applicable amount plus interest as determined by I.C. 12-15-21-3(6).

(a) b. If MDwise determines that any part or all of an Assigned Provider Claim does not constitute a valid, enforceable claim for payment against CompCare for HHW or HIP covered services provided by Provider to HHW or HIP covered persons, MDwise will notify Provider of the determination and the dollar amount of the applicable Assigned Provider Claim. To dispute a payment decision by MDwise, Provider will have 60 days from the date MDwise adjudicates the Assigned Provider Claim to submit the claims dispute.

4. **Provider Representations and Warranties.** Provider represents and warrants that:

(a) Each Assigned Provider Claim constitutes a valid, enforceable claim for payment against CompCare for HHW or HIP covered services provided by Provider to HHW or HIP covered persons.

(b) Provider has made no prior assignments of its interests relating to the Assigned Provider Claims, and there is no other entity(ies) or person(s) with any interest in the Assigned Provider Claims.

(c) No Assigned Provider Claim was previously adjudicated and denied by CompCare or previously paid by CompCare.

(d) Provider will not attempt to make any other assignment or conveyance of any interest in the Assigned Provider Claims, except as may be requested by MDwise to effectuate the intent of this Assignment.

(e) Provider (i) has read this Assignment in its entirety prior to executing it, (ii) understands the provisions and effects of this Assignment, (iii) has consulted with such attorneys, accountants, and other financial advisors as Provider has deemed appropriate in connection with Provider's execution of this Assignment and (iv) is not relying upon any advice provided to Provider by any MDwise representative in connection with this Assignment.

5. **Entire Agreement.** Except as otherwise provided in this Assignment, this Assignment constitutes the entire agreement between the parties and contains all of the agreements between the parties with respect to the subject matter addressed in this Assignment.

6. **Headings.** The headings in this Assignment are inserted for convenience only and are not to be considered in construction of the provisions of this Agreement.

7. **Counterparts.** This Assignment may be executed simultaneously in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

8. **Governing Law.** This Assignment and all questions arising under this Assignment will be determined and enforced in accordance with the laws of the State of Indiana, except for any choice of law provisions of Indiana law that would result in the application of the substantive laws of another jurisdiction.

9. **Attorneys' Fees.** In addition to all other relief to which it shall be entitled, each party shall be entitled to recover from the other all costs and attorneys' fees incurred by it in any action or proceeding relating to any breach by the other party of the terms of this Assignment.

10. **Waiver.** The waiver of any breach of this Assignment by either party will not constitute a continuing waiver, or a waiver of any subsequent breach, of either the same or any other provision of this Assignment.

11. **Amendment.** This Assignment may not be modified or amended except by mutual consent in writing, signed by the duly authorized representatives of the parties.

12. **No Third-Party Rights.** It is the intent of the parties that this Assignment is to be effective only in regards to their rights and obligations with respect to each other. It is the express intent of the parties that this Assignment will not create any independent rights in any third party or to make any third party a third-party beneficiary of this Assignment, unless expressly provided for under this Assignment; nor will any such third party have standing to enforce or challenge this Assignment.

13. **Assignment.** Provider may not assign this Assignment or its rights or obligations under this Assignment without the prior written consent of MDwise. This Assignment will extend to and be binding upon and inure to the benefit of the parties to this Assignment, their successors, legal representatives and permitted assigns.

14. **Joint Drafting/Interpretation.** The parties acknowledge and agree that this Assignment shall be deemed to have been jointly prepared by the parties and their respective legal counsel and will not be strictly construed against either party to this Assignment.

REST OF PAGE INTENTIONALLY LEFT BLANK.

SIGNATURE PAGE TO FOLLOW.

Assignment of Claims and Right to Bring Suit

SIGNATURES

"MDwise"

MDWISE, INC.

By: _____

Printed: _____

Title: _____

Date: _____

"Provider"

(Name Printed – Individual name or entity name if Provider is not an individual)

By: _____
(Signature)

If Provider is not an individual, provide below name and title of authorized representative whose signature appears above:

Printed Name: _____

Title: _____

Date: _____

IHCP Group #:
=====

Group NPI #:
=====

* Provider **must** also attach a copy of Provider's W-9 form in order to obtain payment for Assigned Provider Claims under this Agreement.

EXHIBIT A

Assigned Provider Claims

Member Number	Service Date	Amount of Provider Claim	Delivery System

EXHIBIT B

Assigned Provider Claims Processing and Payment Procedures

Provider agrees that the following special rules will apply to the processing and payment of Assigned Provider Claims. Except as otherwise provided below, all regular IHCP payment rules will continue to apply, such as member eligibility on the date of service, coverage limits, prior authorization requirements, etc. Pursuant to its State-mandated oversight responsibilities, MDwise reserves the right to conduct random, periodic audits on all Assigned Provider Claims. Providers must retain all claims information and back-up documentation for audit purposes.

1. SUBMISSION METHOD: Provider must resubmit all non-adjudicated, unpaid Assigned Provider Claims.

(a) Paper Submission. If Provider chooses to resubmit Assigned Provider Claims on paper, the paper claims must be resubmitted on a pink-stock paper CMS/UB claim form. If Provider is unable to comply with this requirement, it must contact MDwise to discuss alternative submission arrangements. Provider should submit claims to the following address:

MDwise – CompCare Unpaid 2008 Claims
PO Box 44094
Indianapolis, IN 46244-0094

(b) Electronic Submission. If Provider chooses to resubmit Assigned Provider Claims electronically, Provider may contact MDwise Customer Service for more information about the sign-up process.

2. WINDOW FOR SUBMITTING CLAIMS: Providers may submit claims no later than 10/01/09.

3. ELIGIBLE DATES OF SERVICE: MDwise will accept claims with dates of service from February 1, 2008, through December 31, 2008. Claims for dates of service before February 1, 2008, will be rejected, but Provider will be afforded an opportunity to dispute the payment of such claims if Provider can demonstrate the appeal was initiated timely and CompCare failed to adjudicate. In order to receive consideration, a claims dispute must be submitted according to the process set forth in paragraph 9 below.

4. UNDER/OVERPAYMENTS: If Provider wishes to dispute an under- or over-payment made by CompCare, Provider must submit an appeal as set forth in paragraph 3 above and paragraph 9 below. MDwise will compare each Assigned Provider Claim to CompCare shadow claims to determine if any Assigned Provider Claim was underpaid. In such an event, MDwise will forward the Assigned Provider Claim to the appropriate Delivery System for processing and any payment shortfall will be paid by MDwise pursuant to the standards set forth herein. In the event of an overpayment by CompCare on any Assigned Provider Claim, Provider must submit the overpayment back to MDwise at the address identified in paragraph 1 above.

2. ELIGIBLE PROVIDERS: Delivery Systems will accept eligible claims for payment from any eligible IHCP provider. No in/out-of-network rules will be applied.

3. FEE SCHEDULE: Claims will be paid at the then current (2008) IHCP or HIP payment rates, as of the date of service.

4. **BENEFIT RULES:** MDwise and its Delivery Systems will apply all regular Hoosier Healthwise or HIP payment rules, as applicable, such as member eligibility on the date of service, coverage limits, prior authorization requirements, etc.
5. **INTEREST PAYMENTS:** Interest will be paid on Assigned Provider Claims based upon the following calculation: Date of service + 52 days (the average number of days for CompCare providers to submit claims in 2008) + 21 days (the permitted processing time for an electronic claim) = Date from which to begin usual interest calculation per I.C. 12-15-21-3(7). Interest will begin on the following date.
6. **CLAIMS DISPUTES:** A provider's right to dispute an Assigned Provider Claims will commence from the date of MDwise's payment decision under this alternate payment process. All claim disputes must be filed in writing by mail. Claims disputes cannot be faxed or emailed. Provider must provide a copy of the explanation of benefits ("EOB") or the blank check, as received from a MDwise Delivery System or CompCare, as applicable. If applicable, submit documentation of all written or verbal communication with CompCare regarding previous efforts to dispute the claim and show due diligence to pursue payment or resolution with CompCare. Provider must complete a MDwise provider claim dispute form (available on the MDwise website) and submit it with the dispute. Disputes must be submitted within the following timeframe, as applicable:
 - (a) To dispute a payment decision by MDwise, Provider will have 60 days from the date MDwise adjudicates the Assigned Provider Claim to submit the claims dispute.
 - (b) To dispute a previously made CompCare payment decision, Provider may submit the claims dispute at any time between 7/01/09 – 9/01/09. Provider must show documented efforts that Provider made appropriate efforts to pursue the dispute with CompCare within 60 days following CompCare's payment decision.

