WOMEN'S WELLNESS CONNECTION (WWC)
FACILITY SERVICES AGREEMENT

Parties to the Agreement:

THIS AGREEMENT, effective the [Date] day of [Month] [Year] is by and between Planned Parenthood of the Rocky Mountains, Inc. ("PPRM") and [Name of Facility] ("Facility").

Recitals:

WHEREAS, PPRM is a nonprofit agency with multiple Health Centers, organized under the laws of the State of Colorado, which desires to contract with Facility to provide certain medical services to patients covered through Women's Wellness Connection ("WWC").

WHEREAS, Facility is [Description of Facility, e.g., a certified and accredited breast center], organized under the laws of the State of Colorado, which desires to provide medical services to patients pursuant to the terms of this Agreement.

WHEREAS, PPRM and Facility desire to enter into this Agreement to provide certain health care services for individuals in a manner that preserves and enhances patient dignity.

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

I. Term, Termination, and Rights Upon Termination of this Agreement

1.1. Term. The term of this Agreement shall be as of the effective date first set forth above and shall continue for one year.

1.2. Renewal. This Agreement shall be automatically renewed for successive one-year terms commencing at the expiration of the initial term. The renewal shall be on the same terms and conditions as contained in this Agreement, unless either party shall, prior to expiration of the terms of this Agreement, give sixty (60) days prior written notice of intent not to renew this Agreement to the other party. If, however, terms or conditions are changed, a new Agreement, or an amendment hereto, containing these changes shall be required.

1.3. Termination. Any party may terminate this Agreement with or without cause upon sixty (60) days written notice to the other party. Said notice shall be deemed received by the other party within four (4) days of the postmarked date if the notice is sent by registered mail, return receipt requested. A termination of this Agreement by one party shall terminate the entire Agreement.

II. Obligations of the Parties

2.1 PPRM Obligations

a. PPRM shall provide patients referred to Facility with orders for care titled 'WWC Referral' to present to Facility on the date of appointment to ensure patients are identified correctly as being participants under the WWC Program. The referring

PPRM Health Center shall be clearly identified for return of clinical services reports, and the PPRM billing address shall be clearly identified.

b. PPRM understands that Facility will bill PPRM for all components of services provided to patients who have been correctly identified as participants under the WWC Program.

c. PPRM shall pay Facility in accordance with the reimbursement rates set forth in Exhibit A, attached hereto and incorporated herein by reference, only after the referring PPRM Health Center has received a clinical services report and within thirty (30) days of billing. PPRM shall update (Exhibit A) annually with new reimbursement rates and deliver to Facility by fax or email.

2.2 Facility Obligations

a. Facility understands that PPRM will request services for patients and identify patients as participants under the WWC Program with orders for care titled 'WWC Referral.'

b. Facility agrees to provide [Description of, e.g. mammogram and ultrasound] services as set forth in (Exhibit A). Facility may use sub-providers to perform all professional and technical components of services, e.g. [Applicable examples, such as Radiology] . Facility agrees to coordinate the provision of all necessary components.

c. Facility shall submit one billing per patient for all professional and technical components of services provided. Billings shall be submitted to Planned Parenthood of the Rocky Mountains, Inc., 7155 E. 38th Ave., Denver, Colorado 80207 within one hundred twenty (120) days of the date of service.

d. Facility shall return via fax or mail a clinical services report to the PPRM Health Center whence the referral was issued within three (3) weeks of the date of service. Any disclosure of information will be in compliance with federal and state law. In the event of a contradiction between this contract and federal and state law, federal and state law shall govern the release of any confidential information.

e. Pursuant to the WWC contract between the Department of Public Health and Environment and Planned Parenthood of the Rocky Mountains, Facility shall not bill fees to the WWC patient for those services set forth in (Exhibit A).

f. If Facility determines that the patient requires services which require financial pre-approval or are not set forth in (Exhibit A), Facility shall contact the referring PPRM Health Center or the PPRM WWC Coordinator to determine coverage of care. Should PPRM agree to provide payment, Facility shall bill PPRM at the current year's Medicare rates for all components of the service and PPRM shall pay Facility in accordance with those rates. Should PPRM decline to provide payment, Facility agrees to adjust patient fees to the current year's Medicare rates. Facility agrees to notify the patient of the necessary services and cost before services are preformed.

III. Errors, Acts, and Omissions

3.1 PPRM shall protect, indemnify, and hold harmless Facility against all claims, costs and fees, including the payment of reasonable attorney's fees, arising from PPRM's negligent or willful acts or omissions in the performance of the Agreement.

3.2 Facility shall protect, indemnify, and hold harmless PPRM against all claims, costs and fees, including the payment of reasonable attorney's fees, arising from Facility's negligent or willful acts or omissions in the performance of this Agreement.

IV. Identification of Patients under This Agreement

4.1 PPRM is solely responsible for the verification of WWC Program eligibility of any and all patients referred to Facility by PPRM.

V. Overpayments or Underpayments

5.1 Request for Adjustment of Payment. Either party shall be entitled to request an adjustment of payment if it notifies the other party in writing of the overpayment or underpayment and provides documentation substantiating such claim. Such requests for payment adjustment must be answered within thirty (30) calendar days of receipt.

5.2 The parties agree to work cooperatively and in good faith to attempt to resolve issues concerning this Agreement on an informal basis within thirty (30) calendar days of the first notification of such dispute. If any payment dispute remains unresolved at the end of the 30-day period, either party may seek relief in a court having jurisdiction thereof.

5.3 Paying Adjustments. If the parties determine that PPRM has underpaid Facility, PPRM shall pay the underpaid amount to Facility within fourteen (14) calendar days of said determination. If the parties determine that PPRM had overpaid Facility, Facility shall reimburse PPRM for the overpayment within 14 days of said determination.

5.4 Payment Final. Except for those payment disputes that have been submitted to a court of law or in accordance with this section, all payments shall be final.

5.5 No Offsets or Deductions without Permission. Take-backs, offsets, and deductions, as commonly used in the health care industry, are expressly prohibited. In no event shall PPRM offset overpayments against, or deduct overpayments from, any other payments it owes to Facility unless Facility expressly permits PPRM to do so in writing.

VI. General Provisions

6.1 Section Headings. The headings of sections in this Agreement are for reference only and shall not affect the meaning of this Agreement.

6.2 Provisions Separable. The provisions of this Agreement are independent of and separable from each other, and no provision shall be affected or rendered invalid or unenforceable by virtue of the fact that for any reason any other or others of them may be invalid or unenforceable in whole or in part.

6.3 Disputes. Any dispute, controversy, or claim arising out of this Agreement may be settled in a Court having jurisdiction for any breach thereof in the State of Colorado. Each party shall be responsible for its own attorney's fees, costs and expenses arising from any judicial proceeding.

6.4 No Waiver of Attorney-Client Privilege. No attorney-client, account-client, or legal privilege will be deemed waived by Facility or Represented Physicians by virtue of this Agreement.

6.5 Waiver of Breach. The failure of PPRM or Facility to object to or to take affirmative action with respect to any conduct of the other which is a breach of this Agreement shall not be construed as a waiver of that breach or of any prior or future breaches of this Agreement.

6.6 Entire Agreement. This Agreement together with its Exhibits constitute the entire understanding of the parties to this Agreement, and supersede all prior proposals, representations, communications, negotiations, and agreements between the parties whether oral or written.

6.7 Assignment. This Agreement may not be assigned, delegated, or transferred by either party without the prior written consent of the other party.

6.8 Unforeseen Circumstances. In the event that Facility do not have proper facilities to treat patients or in the event of circumstances beyond their reasonable control such as major disaster, epidemic, war, complete or partial destruction of facilities, disability of a significant number of personnel or significant labor disputes, Facility shall provide health services to patients to the extent possible according to its best judgment or limitations of such facilities and personnel as are then available, but Facility shall have no liability or obligation for delay or failure to provide or arrange for such services.

6.9 Independent Contractors. Facility and PPRM are independent contractors, and this Agreement shall not constitute the formation of a partnership, joint venture, or employment relationship. The parties shall not exercise control over the performance of the other hereunder.

6.10 No Third Party Beneficiaries. This Agreement is not a third party beneficiary contract and shall not in any respect whatsoever increase the rights of any such Member or third party or create any rights on behalf of Member or other third party vis-à-vis Facility. PPRM and Facility reserve the right to amend or terminate this Agreement without notice to, or consent of, any such Member.

6.11 Amendment. This Agreement may not be amended or changed in any of its provisions except by a subsequent written agreement signed by duly authorized representatives of PPRM and Facility.

6.12 Notices. Any notices of other communications required or contemplated under the provisions of this Agreement, excluding billings, clinical services reports and annual updates to (Exhibit A) as referenced in the Obligations of the Parties, shall be in writing and delivered in person, evidenced by a signed receipt, or mailed by certified mail, return receipt requested, postage prepaid, to the addresses indicated below or to such other persons or addresses as PPRM and Facility may provide by notice to the other. The date of the notice shall be the date of delivery if the notice is personally delivered or the third business day following the date of mailing if the notice is mailed by certified mail.

6.13. Address for Notices. Any Notices for Facility shall be mailed to:

[Facility Name]
ATTN: [Facility Contact Name]
[Address: Street - PO Box]

[City, State, ZIP]

Any notices for PPRM shall be mailed to:

Planned Parenthood of the Rocky Mountains
ATTN: [Services Coordinator] , PPRM WWC Coordinator
7155 East 38th Avenue
Denver, CO 80218

6.14. Changes of Address. Any party shall notify the other parties of any change to its address for notice in writing in accordance with this section. Notices delivered in person will be deemed communicated on the date of actual receipt. Mailed notices will be deemed delivered on the third day business day after proper mailing.

6.15 Ethical Business Practices. PPRM and Facility understand and agree that all obligations under this agreement shall be conducted in accordance with all applicable laws and regulations. In addition, PPRM and Facility understand and agree that all business operations will be conducted in accordance with the highest business and ethical standards.

6.16 Governing Law. This Agreement shall be governed under the laws of the State of Colorado, and any relevant Federal law. Specifically, all parties agree to comply with any Federal or State laws or regulations regarding the exchange of patient identifiable information.

6.17 Medical Practices. PPRM and Facility understand and agree that all obligations concerning medical practices under this Agreement shall be conducted in accordance with the applicable standards of care within the community.

6.18 Contacts. The contact person for any questions or inquiries for PPMR shall be:

[Services Coordinator] , PPRM WWC Coordinator
[Phone #, Fax #, Email Address]

The contact person for any questions or inquiries for Facility shall be:

[Contact Name & Title]
[Phone #, Fax #, Email Address]

6.19 Confidential Information. During the term of the Agreement and at all times thereafter, PPRM and Facility shall ensure that PPRM and Facility, and their directors, officers, employees, contractors and agents hold Confidential Information in the strictest confidence and in accordance with state and federal law. "Confidential Information" shall include without limitation all information and records whether oral or written or disclosed prior to or subsequent to the execution of this Agreement regarding the following: patients, utilization review, quality assessment, finances, volume of business, methods of operation, trade secrets, contracts and prices and price-related information. To the extent allowed by

Law, each party shall destroy all Confidential Information received from the other party following termination of this Agreement for any reason. The parties agree that disclosure of a party's Confidential Information other than in accordance with this Section or applicable federal or state Law shall cause irreparable injury to such party, and that the injured party shall be entitled to injunctive relief to prevent the other party's breach of this Section

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

PPRM:	**FACILITY:**
By:	By:
Name: John Duffy	Name:
Title: Chief Financial Officer	Title:
Street: 7155 East 38th Avenue	Street: [Street]
City, State, Zip: Denver, CO 80207	City, State, Zip: [City, State, ZIP]
Telephone: (303)321-7526	Telephone: [Telephone #]
Date:_____	Date:_____

[ATTACH EXHIBIT A - CPT CODES/RATES]