

## **PROVIDER SERVICES AGREEMENT**

THIS PROVIDER SERVICES AGREEMENT (“Agreement”), effective as of \_\_\_\_\_, 2026 (the “Effective Date”), is made and entered into by and between \_\_\_\_\_ (“Plan Sponsor”) and Carolina Nonsurgical Orthopedics and its affiliated providers and facilities as listed on Attachment A (individually and collectively referred to herein as “Provider”). WHEREAS, Plan Sponsor sponsors a self-funded health benefit plan regulated by ERISA, as defined below (“Plan”), for its employees and their dependents who are eligible for and enrolled in the Plan (“Participants”);

WHEREAS, Provider consists of one or more licensed health care providers;

WHEREAS, Provider specializes in non-surgical orthopedic care, sports medicine, musculoskeletal medicine, orthobiologic procedures, and regenerative medicine services; and

WHEREAS, each party wishes to enter into this Agreement to facilitate the delivery of Covered Services by Provider to Participants.

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

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### **SECTION 1. DEFINITIONS**

#### **1.1 Clean Claim**

“Clean Claim” means an industry-standard claim form that has been completed without defect, error, or other impropriety or circumstance that may prevent timely processing.

#### **1.2 Covered Services**

“Covered Services” means those health care items and services for which the Plan is financially responsible, as further described in Attachment A. An item or service shall only constitute a Covered Service if medically necessary under the applicable Plan.

#### **1.3 ERISA**

“ERISA” means the Employee Retirement Income Security Act of 1974, as amended.

#### **1.4 Regenerative Medicine Services**

“Regenerative Medicine Services” means orthobiologic, biologic, cellular, and regenerative procedures and treatments including, but not limited to, platelet rich plasma (“PRP”), bone marrow concentrate, microfragmented adipose tissue, stem cell-related procedures, orthobiologic injections, and related musculoskeletal regenerative procedures.

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### **SECTION 2. DUTIES OF PROVIDER**

#### **2.1 Provider Services**

Provider shall furnish Covered Services to Participants pursuant to the terms and conditions set forth in this Agreement, including Attachment A. Provider shall verify the eligibility of Participants prior to furnishing Covered Services in accordance with Section 3.1.

Provider retains full authority to control its business operations, clinical judgment, equipment, locations, Personnel, and scope of services.

## **2.2 Standards**

Provider shall furnish Covered Services in accordance with applicable law, ethical guidelines, and accepted standards of medical care. Provider shall not discriminate in the treatment of any Participant on the basis of race, sex, disability, religion, national origin, sexual orientation, or other protected classification.

Provider shall maintain commercially reasonable after-hours coverage appropriate to its specialty.

## **2.3 Credentialing**

Provider and its Personnel shall maintain all licenses, certifications, registrations, accreditations, and training required by law in order to furnish Covered Services.

Provider shall notify Plan Sponsor promptly of any material change affecting licensure, exclusions, sanctions, malpractice findings, or practice operations.

## **2.4 Participating Locations and Providers**

Provider shall render Covered Services at the locations identified in Attachment A.

Provider shall promptly notify Plan Sponsor of any changes in participating providers or locations.

## **2.5 Records**

Provider shall maintain medical records relating to Participants in accordance with applicable federal and North Carolina law.

Provider shall maintain confidentiality of all protected health information and comply with HIPAA.

## **2.6 Data Exchange**

The parties shall cooperate in exchanging data reasonably necessary to fulfill the purposes of this Agreement.

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## **SECTION 3. DUTIES OF PLAN SPONSOR**

### **3.1 Participant Identification and Benefits**

Plan Sponsor or its designee shall provide a readily accessible means for verification of Participant eligibility and benefits.

### **3.2 Cost Sharing**

For Covered Services rendered by Provider under this Agreement, Plan Sponsor shall either:

- (i) ensure the applicable Plan does not require Participant cost-sharing; or
- (ii) arrange for collection of such amounts directly from Participant.

### **3.3 Plan Responsibilities**

Plan Sponsor shall remain solely responsible for compliance with ERISA and applicable law governing its Plan.

### **3.4 Policies and Procedures**

Plan Sponsor may adopt policies and procedures governing administration of the Plan and this Agreement, provided such policies do not materially increase Provider's administrative burden without Provider's written consent.

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## **SECTION 4. PAYMENTS**

### **4.1 Reimbursement**

Provider agrees to accept the reimbursement rates set forth in Attachment B as payment in full for Covered Services.

Provider shall submit claims in accordance with CMS claim and coding guidelines.

Provider shall submit claims within one hundred eighty (180) days following the applicable date of service.

Plan Sponsor shall pay undisputed Clean Claims within thirty (30) calendar days of receipt.

### **4.2 Non-Covered Services**

Provider may bill Participants directly for items or services not considered Covered Services, provided:

- (i) Provider informs Participant in advance that the item or service may not constitute a Covered Service; and
- (ii) Participant agrees in writing to receive and be financially responsible for such item or service.

### **4.3 Regenerative Medicine Services**

The parties acknowledge and agree that certain Regenerative Medicine Services may not have an established Medicare reimbursement methodology or may not constitute Covered Services under certain Plans.

Participants are encouraged to verify coverage directly with their employer-sponsored health plan, third-party administrator, or other applicable payor prior to receiving Regenerative Medicine Services.

Provider shall make commercially reasonable efforts to notify Participants when regenerative or orthobiologic procedures may not be covered.

Participants will be charged at 95% of the normal rate for cash based procedures such as regenerative procedures.

#### **4.4 Coordination of Benefits**

Provider shall comply with applicable coordination of benefits rules.

#### **4.5 Overpayments**

In the event Plan Sponsor reasonably determines that an overpayment has occurred due to fraud, duplicate payment, payment for non-covered services, or payment for ineligible Participants, Plan Sponsor may seek recoupment upon written notice to Provider.

Disputes regarding overpayments shall be resolved pursuant to Section 6.8.

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## **SECTION 5. TERM AND TERMINATION**

### **5.1 Term**

This Agreement shall commence on the Effective Date and continue through the end of the then-current calendar year unless earlier terminated pursuant to this Agreement.

Thereafter, this Agreement shall automatically renew for successive one-year terms unless either party provides at least ninety (90) days prior written notice of non-renewal.

### **5.2 Termination**

#### **(a) Termination for Cause**

Either party may terminate this Agreement for material breach upon thirty (30) days written notice, provided the breach remains uncured at the conclusion of the notice period.

#### **(b) Immediate Termination**

Plan Sponsor may terminate this Agreement immediately upon written notice if Provider:

- (i) loses required licensure;
- (ii) fails to maintain required insurance;
- (iii) is excluded from a federal health care program;
- (iv) engages in fraud, waste, or abuse; or
- (v) materially endangers Participants.

#### **(c) Termination Without Cause**

Either party may terminate this Agreement without cause upon ninety (90) days written notice.

#### **(d) Survival**

Any obligations arising prior to termination and any provisions intended to survive termination shall survive.

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### **SECTION 6. GENERAL PROVISIONS**

#### **6.1 Disclaimer**

Plan Sponsor shall not be liable for Provider's acts or omissions.

Provider shall defend and indemnify Plan Sponsor against claims arising from Provider's negligence or misconduct.

#### **6.2 HIPAA and Confidentiality**

The parties shall comply with HIPAA and all applicable laws governing confidential medical information.

The parties shall maintain confidentiality of proprietary business information disclosed pursuant to this Agreement.

#### **6.3 Patient Choice**

Nothing in this Agreement shall interfere with a Participant's freedom to select health care providers or discuss treatment options.

#### **6.4 Professional Judgment**

Nothing in this Agreement shall interfere with Provider's independent medical judgment.

#### **6.5 Independent Contractors**

The parties are independent contractors.

Nothing contained herein shall create an employment, partnership, or agency relationship.

#### **6.6 Insurance**

Provider shall maintain professional liability insurance coverage of at least:

- \$1,000,000 per occurrence
- \$3,000,000 annual aggregate

Provider shall also maintain commercially reasonable cyber liability coverage.

#### **6.7 Audits**

Plan Sponsor may conduct reasonable post-payment audits relating to claims submitted under this Agreement.

#### **6.8 Dispute Resolution**

The parties shall first attempt to resolve disputes through good-faith negotiation.

If unresolved, disputes may proceed to mediation in Wake County, North Carolina.

If mediation fails, either party may pursue litigation or binding arbitration in North Carolina.

#### **6.9 Modification for Change in Law**

The parties agree to negotiate in good faith any modifications necessary to comply with changes in applicable law.

#### **6.10 Entire Agreement**

This Agreement, together with all attachments, constitutes the entire agreement between the parties.

#### **6.11 Governing Law**

This Agreement shall be governed by the laws of the State of North Carolina.

#### **6.12 Assignment**

Neither party may assign this Agreement without prior written consent, except to affiliates or successors.

#### **6.13 Compliance with Laws**

Each party shall comply with all applicable federal, state, and local laws.

#### **6.14 Notices**

All notices under this Agreement shall be delivered in writing to the addresses designated by the parties.

#### **6.15 Severability**

If any provision of this Agreement is deemed unenforceable, the remaining provisions shall remain in effect.

#### **6.16 Counterparts**

This Agreement may be executed in counterparts.

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### **SIGNATURE PAGE**

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the Effective Date.

PLAN SPONSOR

By: \_\_\_\_\_

Name: \_\_\_\_\_

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

Date: \_\_\_\_\_

PROVIDER:

Carolina Nonsurgical Orthopedics

By: \_\_\_\_\_

Name: \_\_\_\_\_

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

Date: \_\_\_\_\_

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**ATTACHMENT A**

**Covered Services and Participating Locations**

Provider shall furnish Covered Services at the following locations:

Carolina Nonsurgical Orthopedics

- 7200 Creedmoor Road, Suite 102, Raleigh, NC 27613
- 1010 High House Road, Suite 102, Cary, NC 27513

Provider services may include:

- Non-surgical orthopedics
- Sports medicine
- Musculoskeletal ultrasound and Xrays
- Regenerative medicine procedures
- Platelet rich plasma (“PRP”)
- Bone marrow concentrate procedures
- Microfragmented adipose tissue procedures
- Stem cell-related regenerative procedures
- Durable medical equipment and bracing
- Orthobiologic injections and procedures
- Other musculoskeletal and orthopedic services within Provider’s scope of practice

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**ATTACHMENT B**

**Reimbursement Rates**

Plan Sponsor shall pay Provider the lesser of billed charges or one hundred seventy-five percent (175%) of the then-current applicable Medicare fee schedule for Covered Services reimbursed under an established Medicare reimbursement methodology.

For services without an established Medicare reimbursement code, fee schedule, or allowable amount, including but not limited to certain regenerative medicine, orthobiologic, platelet rich plasma ("PRP"), bone marrow concentrate, microfragmented adipose tissue, stem cell-related, and other regenerative medicine procedures, reimbursement shall be ninety-five percent (95%) of Provider's billed charges unless otherwise agreed in writing by the parties.

Participants will be required to pay up front for cash procedures at the time of service and then the employer shall reimburse the participants as these procedures carry a fixed cost for the practice.

Provider shall make commercially reasonable efforts to notify Participants when a regenerative medicine or orthobiologic treatment may not be covered under the applicable Plan.

Participants are encouraged to verify coverage directly with their employer-sponsored health plan, third-party administrator, or other applicable payor prior to receiving regenerative medicine or orthobiologic treatment.