



**WHOLEHEALTH NETWORKS INC. PARTICIPATING PRACTITIONER AGREEMENT  
CERTIFICATE OF PARTICIPATION FOR  
COVERED BENEFIT AND WHOLEHEALTH LIVING® CHOICES PROGRAMS**

I, \_\_\_\_\_, (“PRACTITIONER”), hereby tender this Certificate of Participation in WholeHealth Networks, Inc (WHN) upon the terms and conditions set forth in the attached WHN Participating Practitioner Agreement and to serve as a Participating Provider for the Group benefit plans contracted on my behalf by WHN. I hereby agree to the Terms and Conditions of this Agreement. I hereby agree to extend a \_\_\_% (minimum of 20%) discount from my published fee schedule to all WHN Choices Program Participants (see page three for definition of Choices Program). If the above area is left blank, WHN will assume and Practitioner agrees a 20% discount will be extended to all Choices Program members.

I authorize WHN, a subsidiary of Tivity Health Support, LLC, to consult with past employers, malpractice carriers regarding claims history and limitations, educational institutions regarding graduation, and any other persons to obtain and verify my credentials and qualifications as a Practitioner. I release WHN and its employees and agents from any and all liability for their acts performed in good faith and without malice in obtaining and verifying such information and in evaluating my application. I consent to the release by any person to WHN all information that may reasonably be relevant to an evaluation of my professional competency, character, moral and ethical qualifications, including any information relating to any disciplinary action; suspension, refusal, restriction or revocation of state license; and hereby release any such person providing such information from any and all liability from doing so.

\_\_\_\_\_  
Practitioner’s Printed Name

\_\_\_\_\_  
Licensed Specialty or Specialties

\_\_\_\_\_  
Practitioner’s Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Practitioner Email

Please continue to page 2

<b>Primary Practice Name:</b>			<b>Group NPI:</b>
Address 1:			
Address 2:			
City:	State:	Zip:	
Phone:	Fax:	Email:	Tax ID:
<b>Preferred Mailing Address (if different from primary practice):</b>			
Address 2:			
City:	State:	Zip:	
<b>Secondary Practice Name:</b>			<b>Group NPI:</b>
Address 1:			
Address 2:			
City:	State:	Zip:	
Phone:	Fax:	Email:	Tax ID:
<b>Preferred Mailing Address (if different from secondary practice):</b>			
Address 2:			
City:	State:	Zip:	
<b>Individual NPI:</b>	<b>License Number:</b>	<b>Expiration Date:</b>	
<b>Malpractice Carrier:</b>	<b>Malpractice Limit Min:</b>	<b>Malpractice Limit Max:</b>	<b>Expiration Date:</b>
<b>Medicare Number:</b>	<b>Medicaid Number:</b>		
<b>CAQH Number:</b>			

**Average Fee Range:** \$ \_\_\_\_\_ - \$ \_\_\_\_\_

**Payment Methods Accepted:** \_\_\_\_\_ Credit Cards \_\_\_\_\_ Cash \_\_\_\_\_ Personal Check \_\_\_\_\_ Debit Cards

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**NOTE:** In order to participate in WholeHealth Network's covered benefits participation agreements, you must return a fully completed and signed copy of this cover page.

**WHOLEHEALTH NETWORKS, INC.  
PARTICIPATING PRACTITIONER AGREEMENT**

THIS AGREEMENT is entered into between WholeHealth Networks, Inc. (hereinafter referred to as WHN) a Delaware Corporation, and the undersigned Practitioner whose name and other identifying information appear on the signature page herein (“Practitioner”).

**DEFINITIONS**

For purposes of this Agreement in addition to the terms elsewhere defined herein, the following terms shall have the meanings indicated:

1. **Agreement** means this Participating Practitioner Agreement between the Practitioner and WHN and any amendments thereto.
2. **WholeHealth Living Choices Program** means a discount cash payment arrangement where the Practitioner agrees to provide Participants in WHN contracted Choices programs access to practitioner’s services at a specific discount % off the practice’s Published Fee Schedule. Practitioner has specified a discount within the range of 10%-30%, on services not covered by any health insurance or governmental program. Discount does not apply to co-payments or deductibles for covered services. This discount is to be offered to all Participants in all WHN contracted Group Choices programs, for which WHN provides notice to Practitioner. Participants simply show the Practitioner their Group ID card or WHN discount card to receive the discount. Payment for services, after the discount, is the complete responsibility of the Participant. (Discount must be applied to personal health services and therapies delivered by Practitioner’s office, and may extend, at the Practitioner’s discretion, to dispense health related supplies and durable medical goods).
3. **Complementary/Alternative Health Services (Services)** means all health-related services and products which may be lawfully provided or dispensed by one who is duly licensed and/or credentialed to practice in the field under the laws of the state in which they practice, and which are covered under Participant’s Group benefit plan definition of Complementary and Alternative (CAM) Health Services or CAM service providers.
4. **Medically Appropriate** shall mean services or supplies which, under the provisions of this Agreement, are determined to be: (a) appropriate and necessary for the symptoms, diagnosis or treatment of the medical condition of a Participant; (b) provided for the diagnosis or direct care and treatment of a health condition of a Participant; (c) within standards of good professional practice within the organized health care practitioner community; (d) not primarily for the convenience of the Participant or any Practitioner providing covered services to the Participant; and (e) the most appropriate supply or level of services which can safely be provided.
5. **Group** is an entity such as an insurance carrier, managed care organization, self-funded employer group, or association. Groups are sponsors of Group Agreements. WHN acts as a network manager for the Group.
6. **Group Agreement** is a prepaid benefit plan, policy or contract, IPA, or fee-for-service arrangement, governmental program, self-insured plan and trust, workers’ compensation plan, personal injury protection plan, certificate, plan document, or any other legally enforceable instrument under which a Participant may be entitled to or receive Complementary/Alternative Health Services.
7. **Group Summary** A Group Summary, which is included in the Attachments and periodically sent to Practitioner, and incorporated herein by reference, is submitted by WHN to Practitioner. The Group Summary provides for the rendering of Complementary/Alternative Health Services to Participants with respect to a specific Group. Each Group Summary shall identify pertinent terms, conditions, and requirements and payment arrangements for the rendering of Services under such Group Plan.
8. **Practitioner Manual**. A Practitioner Manual is a document provided by WHN to Practitioner setting forth the Group Summary(ies) and the administrative and operational procedures, including those involving utilization review and quality management, which are used by WHN in the performance of their duties as stated herein and which are used by the Group in the determination of payment.
9. **Participant** is an individual who is entitled to health care benefits or access to the Choices Program by a Group Agreement, and who meets all the eligibility requirements for membership in such plan. Participants include the individual beneficiary or subscriber and all eligible enrolled family members or dependents of the individual named by Group under the Group’s benefit plan.
10. **Practitioner** means a Practitioner who has entered into an agreement with WHN to provide Complementary/Alternative Health Services to Participants.
11. **Schedule of Charges** means the payment amounts by procedure or service type which are payable to a Practitioner for Services rendered by a Practitioner to a Participant pursuant to the Group Agreements. Schedules of charges are described in Group specific summaries available to WHN contracted practitioners upon request or as listed in a Group Summary. WHN and Groups shall establish such reimbursement amounts. Practitioners shall not individually or collectively with other Practitioners negotiate, determine, or establish such reimbursement amounts.

12. **Published Fee Schedule** means the current retail or non-discounted fee schedule that applies to the Practitioner's services to the general public and to the fees for service charged to patients when Practitioner is a non-participating provider in the patient's insurance plan, or for services not covered by an insurance benefit.

### **DUTIES AND OBLIGATIONS OF WHN AND PRACTITIONER**

1. **Eligibility.** Before providing Services to a Participant, Practitioner shall require presentation of a valid identification card and otherwise satisfy himself that the Participant is entitled to receive such services. Group shall issue identification cards to Participants, and be responsible for verifying current eligibility to Practitioner. The continued eligibility of Participants shall be in accordance with the benefits identified in the Group Agreements.
2. **Panel Participation** Practitioner agrees to become a member of the published WHN panels, which provide CAM Health, Services to Participants, at the reimbursement amounts as determined in the respective Group Agreements. The panels, which the Practitioner joins, are identified in Attachments and described in the Group Summaries.
3. **Delivery of Services** Practitioner agrees to provide Services to Participants in an efficient, cost effective and quality manner, within the business requirements for participation attested to in Practitioners' application for membership in the WHN Network. Provision of services is subject to the conditions and limitations contained in this Agreement and in Group benefit contracts. Practitioner is not obligated to provide any type or kind of service to Participants that the Practitioner does not normally provide to others, and shall not provide services that the Practitioner is not authorized by law and WHN to provide. No person in the United States shall, on the grounds of race, color, sexual orientation, religion, sex or national origin, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any Group Agreement. Practitioner will comply with all requirements imposed by or pursuant to the regulations of the appropriate federal agency effectuating Title VI of the Civil Rights Act of 1964.
4. **Prohibition of Subcontracting and Delegation of Treatment.** Practitioner may not subcontract with another practitioner to provide services for which Practitioner is being reimbursed under this participation contract and related Group Summaries. Practitioner may not delegate treatment to health care students, practice associates, or non-licensed caregivers, outside of accepted standards of incident-to care in the professional community or practice. All contractually reimbursable services rendered to Participants, including services rendered by Practitioner's associates or covering practitioners are to be rendered by individually contracted WHN practitioner members, according to policies outlined in the Practitioner Manual.
5. **Directory Listings.** WHN will identify Practitioner's practice in Group-specific on line and offline directories to Participants seeking services under WHN Group Agreements. Certain WHN Choices Program Group clients may only accept as Practitioner affiliates those who offer 20% or more discount levels to their subscribers or members. Practitioner listings in the Choices Program Group online directories will include Practitioner's name, licensed specialty(s) services offered, and discount level. Practitioner may view these listings and request changes to their practitioner profile by visiting WholeHealth Networks' professional website, <http://www.WholeHealthPro.com>.
6. **Participation in Evaluation of Care** Practitioner shall cooperate in the ongoing evaluation of the delivery of Services and shall, if requested, furnish relevant information and periodically participate in special studies, which assess the availability, accessibility and quality of Services rendered to Participants.
7. **Referral** Practitioner agrees that all discovered medical conditions not appropriate for Service treatment by the Practitioner under generally accepted standards of treatment in the local health care community would be referred to the Participant's Medical Group and/or primary care physician.
8. **No Patient Volume Guarantee** Practitioner agrees WHN has made or implied no guarantee, verbal, written or otherwise, that any Practitioner will receive patients as a result of joining an WHN practitioner panel.
9. **Records** Group, WHN, and applicable governmental agencies, upon reasonable notice, and to the extent permitted by law, shall have access to Practitioner's financial information related to services provided pursuant to this Agreement, including but not limited to Practitioner's books, Participant patient records, and records of patient accounts. All such records and information will be maintained by Practitioner for a period of ten (10) years after the last enrollee encounter for adults and for ten (10) years after a minor reaches the age of majority. Practitioner shall provide such information to WHN pursuant to procedures designed to protect the confidentiality of patient medical records, and in accordance with applicable legal requirements and recognized standards of professional practice. Practitioner shall supply, at no cost, copies of medical, financial, or administrative records relating to the provision of Services.
10. **Credentialing/Quality/Utilization Management Program** Practitioner shall comply with all credentialing, quality improvement and utilization review requirements and procedures established by Group and WHN, including pre-authorization of Services when such pre-authorization is part of the Group benefit procedures. Failure to comply shall be grounds for termination. The Clinical Peer Review (CPR) committee is responsible for reviewing and/or auditing the services of Practitioners under this Agreement. WHN shall, in accordance with health care industry guidelines, maintain a grievance and appeal process for decisions adversely affecting Practitioners eligibility for participation in Group plans.

11. **Authorization to Contract.** Authorization to contract is essential to WHN's ability to promote new business for the evolving CAM Health practitioner community. Practitioner hereby specifically authorizes and appoints WHN to act on its behalf as Practitioner's attorney-in-fact to contract for the provision of Services for Groups, at reimbursement amounts as set forth in future Group Summaries. WHN will notify Practitioner of reimbursement amounts for Groups prior to the effective date of each new contract. WHN will also notify Practitioners of changes affecting reimbursement amounts for Groups in existing contracts. Practitioner retains the right, under termination provisions of this agreement, to opt out of any future Group contract panel without adversely affecting their status with other currently contracted Group panels.
12. **Accuracy of Data, Correct Billing and Coding Practices.** Practitioner agrees to submit only accurate information in the representation of the Participant's condition, health history, diagnosis, objective and subjective findings and all other information on the claim form, on the treatment authorization form, and in the authorization process. If falsified information is submitted, WHN reserves the right to terminate Agreement with Practitioner. Abusive billing practices such as failure to document services billed, use of incorrect codes that result in improper payments by WHN or third parties, failure to follow published national guidelines for correct coding of diagnoses and procedures and billing of procedures performed by other practitioners as if the participating provider personally had rendered them, may result in sanctions against the Practitioner.
13. **Participation Criteria** Practitioner acknowledges that the following is a list of specific criteria that Practitioner must satisfy to provide Services to Participants, and represents and warrants to WHN that he/she currently satisfies and will satisfy during the term of this Agreement all of such criteria.
  - Practitioner must speak fluent English or have access to an interpreter.
  - Practitioner must follow OSHA safety standards, including an on-site fire extinguisher and first aid kit.
  - Practitioner must have a minimum of one year of professional experience or co-located with a mentor of the same practitioner type who is credentialed with WHN.
  - Practitioner must be able to accept new patients.
  - Private treatment rooms must be available upon patient request.
  - If Practitioner practices in a home, Practitioner must have a separate treatment room, a patient restroom, and a sign documenting Practitioner's specialty. Please check your city regulations on sign size.
  - If Practitioner sees patients in urgent situations, he/she must be available within 24 hours of a patient request or make arrangements with an appropriate back up practitioner.
  - If Chiropractor, practitioner must maintain current CPR certification
  - Practitioner agrees to comply with State & Federal regulations regarding patient privacy of health related information.
  - Practitioner has belief in and willingness to participate in a network where medical cost control from a managed care standpoint and quality measures based on patient access and satisfaction are used as organizational values and guidelines.

#### **MUTUAL INDEMNIFICATION**

1. WHN agrees to indemnify and hold Practitioner harmless from and against any and all claims, losses, costs, damages, expenses of every kind and character and liabilities, including attorney's fees and costs, (hereinafter "claims" or "claim") incurred in connection with such claims, including any action or proceeding brought thereon, arising from or as a result of any accident, injury, loss or damage whatsoever caused to any person or to the property of any person arising out of or in connection with this Agreement caused by the negligence or misconduct of WHN or its agents, contractors, servants or employees of WHN excepting; however, in each case, claims caused by the negligence or misconduct of Practitioner or its agents, contractors, servants or employees of Practitioner.
2. Practitioner agrees to indemnify and hold Group/WHN harmless from and against any and all claims, losses, costs, damages, expenses of every kind and character and liabilities, including attorney's fees and cost, (hereinafter "claims" or "claim") incurred in connection with such claims, including any action or proceeding brought thereon, arising from or as a result of any accident, injury, loss or damage whatsoever caused to any person or to the property of any person arising out of or in connection with this Agreement caused by the negligence or misconduct of Practitioner or its agents, contractors, servants or employees of Practitioner excepting; however, in each case, claims caused by the negligence or misconduct of Group/WHN or its agents, contractors, servants, or employees of Group/WHN.

#### **QUALITY MANAGEMENT/CREDENTIALING/NOTIFICATION**

1. Practitioner agrees to cooperate with WHN's/Group's Quality Management and Utilization Management programs ("Q/UM PROGRAMS"). The Clinical Peer Review Committee (CPR) is responsible for evaluating a practitioner's professional performance record while participating in the network. It may review fees, quality of care, billing and coding practices, and administrative complaints and/or audit the services of Practitioners under this Agreement. It may impose sanctions and determine if the applicant's practice meets network standards for ongoing membership and participation in WHN programs.
2. Practitioner agrees that Practitioner's participation under this Agreement may be restricted, suspended, or terminated pursuant to WHN's or Group's credentialing and quality management programs. Practitioner represents and warrants that the information provided, including but not limited to the information provided in each Practitioner's application and periodic updates is true, complete, and current.

3. Practitioner agrees to participate in credentialing every 3 years or by client specification by WHN. Practitioner agrees to submit all information requested by WHN on a timely basis. WHN agrees to solicit feedback from practitioners to be used for the ongoing quality improvement of its credentialing process.
4. WHN, in accordance with health care industry guidelines, maintains a grievance and appeal process for decisions adversely affecting Practitioners eligibility for participation in Group plans. Practitioners who are WHN members have rights to appeal decisions regarding their participation and reimbursement under Group Agreements. These rights are managed according to WHN's internal policies; Credentialing (23.7.1), Complaints (25.27.1) and Resolution of Practitioner Performance, Fraud and Abuse Problems (25.5.1), as well as under the applicable state regulations regarding clinical care authorization decisions, when these decision-making processes are delegated to WHN by the respective Group Agreements.
5. The Practitioner shall, at no expense to Group and WHN, meet all applicable federal, state and local statutory requirements applicable to Practitioner and Practitioner's services under this Agreement and relating to professional licensing and standing, including, but not limited to, all requirements for continuing education. The Practitioner agrees that he/she will notify WHN immediately of his/her loss or the lapsing of any such licenses or of any change in the status of professional practice privileges. The Practitioner shall never, during the term of this Agreement, permit the lapsing of any such license to practice in the jurisdictions where Services to Group participants are provided. Practitioner further agrees that he/she will not during the term of this Agreement; conduct themselves in any unprofessional or unethical manner or in any manner that would detract from the reputation of the Group and WHN. The Practitioner further agrees they will use the best efforts to provide quality, professional care consistent with accepted practices in their health care community.
6. Practitioner agrees to notify WHN a minimum of thirty (30) days in advance of any change in address, phone number, tax ID number, or name. Any change requests should be made in writing and mailed to WHN's mailing address. Failure to notify WHN of a change in address may result in termination of this contract without advance notice to Practitioner. Practitioner would be required to re-apply and any re-application would be subject to credentialing and business criteria.
7. Practitioner warrants that, throughout the term of this Agreement, Practitioner shall:
  - a. Maintain all licenses and permits required by state and/or municipal law;
  - b. Ensure that its personnel are licensed in the state and/or municipality in which they practice to the extent required by law;
  - c. Comply with applicable state and federal laws and regulations governing Group's panels of providers and with WHN/Group rules and regulations;
  - d. Inform WHN of any malpractice claims made against practitioner, any actions taken by licensing and regulatory agencies that affect practitioners ' license to practice; and
  - e. Remain compliant with WHN's published business and credentialing standards as documented in the network application.
8. WHN agrees to forward timely communications of its policies and procedures to practitioner and to advocate for timely and clear procedure communications from Groups to practitioners.
9. WHN agrees to allow open practitioner-patient communication regarding appropriate treatment alternatives and will not create policies penalizing practitioners for discussing medically necessary or appropriate care options with their patients.

## INSURANCE

### Liability/Extended Insurance

1. Practitioner agrees to maintain required premises and comprehensive general liability insurance in amounts of \$100,000 per claim and \$100,000 per year, or the minimum required by state law, whichever is greater.
2. Practitioner further agrees to maintain professional liability insurance, as listed in the WHN Practitioner Application and applicable Group Summary business requirements to the limits prescribed in those documents, or the minimum required by state law, whichever is greater.
3. Furthermore the Practitioner warrants that Practitioner will obtain extended liability insurance (sometimes called "nose" or "tail" policies), to insure retroactive coverage for professional acts performed during the term of this agreement, and should the Practitioner terminate this agreement and change or terminate professional malpractice coverage.

## CLAIMS SUBMISSION AND PROCESSING

1. Practitioner agrees to submit all claims information on a typed, red HCFA 1500 form. WHN reserves the right to return all claims, unprocessed, to the Practitioner if the information is not typed on a red HCFA 1500 form or if claims have incomplete information.
2. Practitioner shall bring any disputes regarding payment by WHN to WHN's attention within ninety (90) days of receiving payment or remittance report. Failure to do so will result in refusal by WHN to review any such dispute.
3. WHN shall coordinate claims processing and may direct that billings and payments between Groups, third party administrative agents (TPA), and Practitioner be handled as specified within applicable Group Summaries.

4. Unless the Group Summary specifies otherwise, claims must be submitted within 90 days of service delivery to Eligible Participants. If WHN or Group is a secondary payer for Participant's Service benefits, Practitioner agrees to submit claims within thirty (30) days of the receipt of the determination of benefits from the primary payer Group. Such claim submission procedures may be changed at any time at the discretion of WHN, with due notice to the Practitioner. Practitioner understands that claims may be returned unpaid to Practitioner for failure to follow correct submission procedures. Practitioner understands and agrees that the Participant may not be billed for any charges denied because of late submission of claims, or failure of the Practitioner or practitioner's office staff to bill correctly for covered services and that all such charges will be waived by Practitioner
  5. Practitioner agrees to cooperate in claims payment administration including, but not limited to, coordination of benefits, subrogation, checking coverage, prior certification and record keeping procedures. If Group pays Practitioner more than is provided for in Group's Plan, or if Group pays Practitioner on the basis of an assignment of benefits that is successfully contested; Practitioner agrees to return such amounts to Group or to Group's agent. This provision shall not preclude Practitioner's right to collect and keep recoveries for services covered by Medicare or workers' compensation insurance, provided Practitioner warrants that it will not include in utilization data or reports provided to WHN any services so covered by workers' compensation insurance.
- 6. Claims Submission Address: PO Box 3192, Milwaukee, WI 53201-3192 Attn: CLAIMS**

#### **BILLING AGENT**

1. In situations where WHN contracts with Groups to coordinate and transmit billings of Practitioner to Group for payment, the Practitioner agrees to submit patient billings to WHN. WHN will then submit billings to the Group, subject to the following:
  - a. The Practitioner further authorizes and acknowledges that WHN may re-price the bills submitted to conform to the Schedule of Payments specified in the particular contract with a particular Group.
  - b. The Group shall determine the satisfaction of deductibles, co-payments and compliance with the Participant's policy. WHN shall have no duty to contest or dispute this determination by the Group.
  - c. Some contracts may require the Group to submit payment directly to WHN. Any such funds received by WHN will be placed in an account and disbursed among those Practitioners whose billings were approved as directed by the Group's determinations. Funds shall be paid by WHN within thirty (30) working days following its receipt of payment funds from the Group. WHN shall furnish Practitioner with a check in payment for all services for which the Group has cleared and paid claims as specified in the individual Group Summary.
  - d. The Practitioner acknowledges and agrees that WHN shall not be responsible for the payment of their bill, nor to initiate or take other steps to enforce the payment of the Practitioner's billing. Further, WHN shall not be responsible for any delays in payment. WHN shall not be responsible in the event of a billing dispute between Practitioner and Group.
  - e. WHN will not be obligated to pay Practitioner for any non-covered service or for any covered service beyond the amount actually received from the Group for such covered service.
2. Practitioner agrees for the purpose of this Agreement that WHN shall have power of attorney from Practitioner, and shall have the right to forward claims and collect all payments, except co-payments or deductibles, including endorsing checks and bank drafts, required for the purpose of fulfilling provisions contained herein or in the appropriate Group Summary.
3. Practitioner acknowledges that WHN shall have no duty to undertake collection efforts with respect to any amounts payable to Practitioner for services rendered pursuant to any Practitioner Agreement and that Practitioner has the ultimate responsibility for billing and collecting such amounts, WHN's responsibility being limited to the receipt, deposit and disbursement of such amounts as provided herein.
4. WHN shall have the right to audit Practitioner's claim and payment records for any payers listed as clients in Group Summaries. Practitioner shall cooperate in providing claims and payment records to WHN at WHN's request. If Practitioner should submit claims and receive payments for Complementary Alternative Health Services to any party other than WHN for those Groups that WHN acts as the Billing Agent, Practitioner shall be responsible for payment to WHN for those claims not processed through WHN as agreed upon in the individual Group Summary. The right of WHN to audit and compel adherence to the Group Summary shall survive this Agreement.

#### **COLLECTIONS FROM PARTICIPANTS -COVERED BENEFITS**

1. Practitioners shall be responsible for, and make good faith attempts in collecting applicable deductibles or co-payments, if any, from Participants. Practitioners will not, under any circumstances, waive any co-payments or deductibles that are the responsibility of Participant under their applicable Group Agreement.
2. If Practitioners' failure to participate in the Utilization Management (UM) preauthorization program as required by specific Group Agreements, or if Practitioners failure to submit a claim in ninety (90) days, results in a denial or reduction of payment from Group, Practitioner agrees not to charge Participants for the resulting unpaid charges.

3. Practitioner agrees not to charge Participants for services which UM review indicates may not be covered unless a) the Participant has been informed prior to receiving the services that the services may not be covered under Group's Plan, b) the price of the services, **and** c) the Participant has agreed in a written Advance Beneficiary Notice to pay for the services.
4. With the exception of any co-payments, deductibles, or charges for non-covered services documented by Advance Beneficiary Notices, Practitioner agrees that Practitioner shall not "Balance Bill", i.e. attempt to collect from or charge to Participants additional fees for Services covered under Group's benefits plan. Practitioner understands that the payments it receives from WHN pursuant to the Schedule of Charges constitute payment in full for Services, even in the event such payments prove insufficient to cover all the Practitioner's costs or fees of providing such services. The Practitioner shall not elect to be exempt from any state laws restricting recovery of charges for Services, from Group participants.
5. Except for the above contractual circumstances, nothing in this Agreement is intended to restrict Practitioner's right to charge Participants for non-covered services.

### **COLLECTIONS FROM PARTICIPANTS -CHOICES AGREEMENTS**

1. Practitioner agrees that for the duration of this agreement, participants who present any valid, current WHN sponsored Group Choices Program card will be given the herein listed discount from Practitioners Published Fee Schedule for all Services not covered under a participating Group Agreement.
2. There are no claims submission requirements for the Choices plans. Participants pay the agreed discounted fees directly to the practitioner.
3. Practitioner may change the Published Fee Schedule and/or the percent discount no more often than once every six (6) months, subject to a 30-day notice period to both WHN and to the current Participants receiving discounted services. Upon request, participant agrees to submit to WHN their initial Published Fee Schedule and periodic Fee Schedule updates, update requests, and change notices.

### **PROTECTIONS FOR PARTICIPANT SUBSCRIBERS**

1. **Practitioner Hold Harmless.** No Participant shall be liable to Practitioner for any services for which the Group or WHN is liable. Accordingly, Practitioner may not, under any circumstance, including, without limitation:
  - a. Nonpayment of moneys due the Practitioner by the Group or WHN,
  - b. Insolvency of Group or WHN, or
  - c. Breach of Practitioner's agreement with Group or WHN;
 bill, charge, collect a deposit, seek compensation, remuneration, or reimbursement from, have any recourse against, or report to a credit agency, the Participant, dependent of Participant, or any persons acting on their behalf, for services provided in accordance with the applicable Group Agreement. This provision shall not prohibit collection of deductible amounts, co-payment amounts, coinsurance amounts, and amounts for non-covered services. This covenant shall survive the termination of this Agreement for an indefinite period of time.
2. **Continuity of Care.** If this Agreement is terminated for any reason other than for cause, at the request of the Group and WHN, Practitioner shall continue to provide services to a Participant or dependent of Participant for whom treatment was active at the time of termination through completion of an active course of treatment of up to 90 days duration with medically appropriate CAM services, for the condition for which the Participant was receiving care at the time of termination, or until the Participant selects another treating practitioner. With respect to a Participant or dependent of a Participant who has begun a course of primary obstetrical prenatal care with a CAM Practitioner under the scope of a valid Group Agreement, regardless of the trimester in which care was initiated, at the request of Group and WHN, Practitioner shall continue to provide care until completion of post-partum care. For care rendered pursuant to this Section, Practitioner shall be reimbursed in accordance with this Agreement. This covenant shall survive the termination of this Agreement for an indefinite period of time.
3. **Health Information Privacy Regulatory Compliance:**
  - Practitioner agrees that practitioner's practice will remain compliant with applicable state and federal regulations regarding privacy and confidentiality of individually identifiable health information, and that the practitioner will obtain from Participants their authorization for release of such information for purposes of treatment, payment, and health care operations.
  - WHN agrees to adhere to applicable state and federal privacy regulations in its health care operations with respect to individually identifiable health information (Protected Health Information-PHI) received from practitioner's practice.

### **PRACTITIONER MANUAL**

Practitioner agrees to comply with the requirements and procedures set forth in the Practitioner Manual and Group Summaries, which WHN shall provide for use by Practitioner. The Practitioner Manual shall address administration of this Agreement, utilization review reporting procedures, billing and accounting requirements for services rendered hereunder, and provide other matters as deemed necessary by WHN.



## DURATION AND TERMINATION

1. This agreement with WHN is effective the date of acceptance of Practitioner's signed copy of the face sheet signature page by WHN. Practitioner's participation information is transmitted periodically to Groups, such transmissions to occur within six weeks of acceptance into the WHN network. WHN cannot guarantee specific dates by which respective Groups will publish Practitioner's participation in Group's subscriber directories or publications.
2. This agreement supersedes any prior existing agreement between WHN and Practitioner for contracting as a participating practitioner.
3. The term of this Agreement shall be for one year from the effective date unless earlier terminated as set forth in this Agreement. This Agreement shall be automatically renewed for additional one-year terms unless either party gives the other written notice of non-renewal at ninety (90) days prior to the end of the current term.
4. In addition to all causes of termination, should a court of law, or state or federal regulatory agency judge Group or WHN to be insolvent, Practitioner shall continue providing Services to enrollees covered under Group Agreements existing on the date Group or WHN is so judged for ninety (90) days, and shall make provision for transfer of care should the Practitioner wish to subsequently discontinue all services to participant.
5. Termination shall not relieve Practitioner of obligations with respect to Services furnished prior to the termination date, or for obligations listed above under section "Protections for Participant Subscribers".
6. Either party upon ninety- (90) day's written notice to the other party may terminate this Agreement.
7. Notwithstanding any provision of this Agreement, should a Group demand that WHN terminate this Agreement with respect to such Group, WHN may immediately terminate this Agreement for such Group with the Practitioner by written notice to Practitioner. Notwithstanding Paragraph 6 above, WHN shall have the right to immediately terminate this Agreement pursuant to this Agreement upon the occurrence of any of the following events:
  - a. Whenever Practitioner ceases to be a "licensed Practitioner";
  - b. If the Practitioner is the subject of any disciplinary action or proceeding by the licensing entity resulting in a restriction, stipulation, probation, suspension, or other formal action affecting Practitioner's rights to practice;
  - c. Whenever Practitioner is determined to not be satisfactory in rendering Services, as determined in WHN's discretion by its Clinical peer review committee (CPR). WHN shall make such determinations reasonably and in good faith, and in such instances Practitioner shall have the right to appeal. WHN requests the appeal in writing within 30 days of decision.
  - d. Whenever Practitioner fails to maintain business and professional liability insurance coverage as required in this Agreement;
  - e. Whenever WHN has determined that a Practitioner has become a permanently disabled. "Permanently Disabled" shall be defined as Practitioner's inability, by reason of illness, incapacity or other cause, to perform duties under this Agreement. WHN's right to terminate under these circumstances shall be exercised in good faith;
  - f. Whenever Practitioner is arrested, indicted, pleads no contest, is convicted, or is remanded to a probationary or rehabilitative program for a felony, sexual misconduct, drug or alcohol related offense or other criminal charge;
  - g. Whenever a Practitioner allows billing under his/her name for any treatment rendered to a Participant by a non-participating Practitioner, without prior written approval from WHN;
  - h. Whenever Practitioner commences any arbitration, suit or proceeding against WHN, unless such grounds for termination are specifically prohibited by applicable state laws or regulations.
8. Practitioner hereby agrees to notify WHN immediately upon the occurrence of any circumstances, including those set forth above, which may render this Agreement to be terminated by WHN.
9. Notwithstanding any provision of this Agreement, should WHN's contract with any Group be terminated by Group, WHN shall terminate this Agreement for such Group with the Practitioner effective on the same date that WHN's contract with Group terminates.
10. WHN shall have the right to immediately terminate the Agreement upon written notice to the Practitioner should the Practitioner be deemed by WHN or the Clinical Peer Review Committee (CPR) to be working against the best interests of the WHN Practitioner panel, WHN, or the retention or renewal of WHN's Agreement with any Group. Said termination by WHN shall be binding upon the Practitioner and shall not be subject to an appeal to a court of law, any other terms of the Agreement notwithstanding.
11. Upon termination of this Agreement, Practitioner shall return to WHN all proprietary information, network documents and confidential or trade secret information in Practitioner's possession in a manner to be specified by WHN. Practitioner shall cooperate with WHN in maintaining the confidentiality of such proprietary information and trade secrets at all times during and after termination of this Agreement.
12. Following termination of this Agreement, in whole or with any specific Group, WHN shall notify Groups of such termination through the regular periodic updating of WHN Practitioner Panel listings to Group.

13. Termination of this Agreement shall not affect any rights or obligations hereunder which shall have previously accrued, or shall thereafter arise with respect to any occurrence prior to termination, and such rights and obligations shall continue to be governed by the terms of this Agreement. The Practitioner shall not be entitled to any refund, rebate or pro-ration of fees or costs paid to WHN to join any Panels.
14. In the event the Practitioner defaults under any of the terms and conditions contained herein, then Group and WHN, in addition to any other rights and remedies which it may have at law or in equity, shall, without waiving any of its rights, have the right to immediately terminate this Agreement upon notice to the Practitioner.
15. Upon termination of this Agreement, Practitioner agrees to cooperate with Participants and subsequent Practitioners with respect to the orderly and prompt transfer of medical records of Participants. This Agreement does not preclude Practitioner from assessing reasonable charges for the expense of transferring such records if appropriate.
16. This Agreement or any Group Summary may be amended by WHN upon written notice to Practitioner if necessary in order to comply with applicable law or Group's agreement with WHN. It may also be amended by WHN upon thirty- (30) day's prior written notice to Practitioner.
17. If amendment includes notice by WHN of new Group contracts, Practitioner has ninety days from date of receipt of the amendment to give notice of withdrawing from participation in such new contract panels. If Practitioner continues past the ninety- day initial period, Practitioner agrees to continue participation in such Group plan panels for at least one year subsequent to start of such new Group contract.

#### **PARTIAL PARTICIPATION WITHDRAWAL, (OPT OUT) PROVISIONS**

1. Practitioner may, with exceptions, opt out of a specific Group's provider panels by giving ninety days written notice to WHN of such withdrawal prior to the end of the annual term of this agreement, its renewals, or amendments.
2. Exceptions to opt-out provisions are as follows:
  - Practitioner may not withdraw from the WHN Choices Program discount program for any Group or Groups while continuing to participate as a network provider with any covered benefit Group Agreements managed by WHN.
  - Practitioner may not withdraw from one benefit panel for a given Group while continuing to participate in other benefit panels of that Group under the same managed care plan auspices (i.e., may not continue to participate in only a company X PPO plan and withdraw from a company X HMO plan)

#### **CONFIDENTIALITY**

Practitioner agrees to hold in confidence and not to disclose to any other third party any of the terms and conditions of the Agreement, Amendments thereto, or any other information disclosed regarding the Agreement via written correspondence or orally. Should the Practitioner violate this paragraph, WHN shall have the right to immediately terminate the Agreement, upon written notice to the Practitioner. This paragraph shall survive the termination of the Agreement for a period of twelve (12) months from the date of termination. Said termination by WHN shall be binding upon the Practitioner and shall not be subject to an appeal to a court of law, and any other terms of the Agreement notwithstanding.

#### **MISCELLANEOUS**

1. Addresses of WHN and Practitioner are as follows:
 

<u>WHN:</u> WholeHealth Networks, Inc. 1445 S Spectrum Blvd. Chandler, AZ 85286 800-274-7526	<u>Practitioner:</u> <u>(as shown on signature page)</u>
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2. Nothing herein contained shall be construed to confer any right or cause of action upon any person, group, firm, corporation or public official other than WHN and Practitioner. Practitioner and WHN are and shall continue to be independent entities and not agents or representatives of the other.
3. This Participating Practitioner Agreement may not be assigned or transferred without the written consent of the parties which consent shall not be unreasonably withheld; provided, however, that WHN shall have the right, in its sole discretion, upon notification to Practitioner, to (a) assign any or all of its rights, duties and obligations hereunder to any corporation related to WHN or (b) enter into an agreement to join any other corporation related to WHN as a party to this Agreement, thereby entitling such corporation to avail itself of the rights of WHN and binding such corporation to all of the responsibilities to all of the responsibilities of WHN under this Agreement.
4. Failure of either party to exercise any option upon breach of any term or condition of this Agreement shall not operate to bar the right of such party to exercise any option on subsequent breach of this Agreement. Should either party breach this contract and as a result of said breach, a lawsuit is commenced, the successful party shall be entitled to recover reasonable attorney's fees as a result of said breach.

5. This Agreement shall be interpreted under the laws of the State of Delaware. In the event any provision of this Agreement is deemed unenforceable by any court of competent jurisdiction, the remaining provisions hereof shall remain in full force and effect.
6. This Agreement contains all the terms and conditions agreed upon by parties hereto, and supersedes all other agreements, oral or otherwise, regarding the subject matter hereof.
7. Practitioner, WHN and Group are independent contractors and are not responsible for the acts or omissions of each other. Practitioner continues to be solely responsible for treatment decisions; claim determinations and determinations made in connection with utilization review in no way affect the responsibility of Practitioner to provide or arrange for appropriate services for Participants.
8. Nothing contained herein shall be construed to prevent Practitioner from independently operating or participating in any other agreement or in providing health care services independent of this Agreement.
9. Group and WHN reserve the right to, and control of, the use of, their own names and all symbols, trademarks, and service marks presently existing or hereafter established with respect to them. Practitioner will not use any mention of Group in advertising and promotional materials without the prior consent of WHN. Group shall have sole responsibility for all advertising, promotion, and solicitation of Participants for its program provided. However, Practitioner agrees to display notices of a size and with content approved by Group in appropriate places in the Practitioner's facilities, as determined by the Practitioner, to indicate the availability of the Practitioner's services through Group.
10. Practitioner grants WHN and Group the right to use their name, address and phone number in Practitioner Lists, including WholeHealth Living, WholeHealth Living Choices, WholeHealthMD.com and WholeHealthPro.com for marketing purposes. WHN, through its WholeHealth Living program will make available to credentialed practitioners expanded practice listing options for attracting patients directly to their practice, in addition to any panel listings done as a result of covered service or Choices Program participation.

## ADDENDA and ATTACHMENTS

The following addenda for specific participating practitioner contracts and Group agreements, including specific states' additional regulatory requirements, are attached hereto and by reference here made part of this Agreement:

### **State Law Addendum: State of Washington**

Notwithstanding any provision of the Agreement, the following additional provisions shall be applicable to practitioners practicing in and services provided to members in the State of Washington.

I. The following provisions are inserted at the end of the Section entitled "CLAIMS SUBMISSION AND PROCESSING" in the Agreement:

- “7. Overpayment Recovery – Payor(s). For purposes of this section, "refund" means the return, either directly or through an offset to a future claim, of some or all of a payment already received by a Practitioner.
- (1) Except in the case of fraud, or as provided in subsections (2) and (3) of this section, Group and/or WHN may not: (a) Request a refund from Practitioner of a payment previously made to satisfy a claim unless it does so in writing to Practitioner within twenty-four months after the date that the payment was made; or (b) request that a contested refund be paid any sooner than six months after receipt of the request. Any such request must specify why the payor(s) believe(s) Practitioner owes the refund. If Practitioner fails to contest the request in writing to the payor(s) within thirty days of its receipt, the request is deemed accepted and the refund must be paid.
  - (2) For reasons related to coordination of benefits with another payor or entity responsible for payment of a claim, Group and/or WHN may not: (a) Request a refund from Practitioner of a payment previously made to satisfy a claim unless it does so in writing to Practitioner within thirty months after the date that the payment was made; or (b) request that a contested refund be paid any sooner than six months after receipt of the request. Any such request must specify why the payor(s) believe(s) Practitioner owes the refund, and include the name and mailing address of the entity that has primary responsibility for payment of the claim. If Practitioner fails to contest the request in writing to the payor(s) within thirty days of its receipt, the request is deemed accepted and the refund must be paid.
  - (3) Group and/or WHN may at any time request a refund from Practitioner of a payment previously made to satisfy a claim if: (a) A third party, including a government entity, is found responsible for satisfaction of the claim as a consequence of liability imposed by law, such as tort liability; and (b) the payor(s) is(are) unable to recover directly from the third party because the third party has either already paid or will pay Practitioner for the health services covered by the claim.
  - (4) This section does not apply to health care services provided under Title XVIII (Medicare) of the Social Security Act, or Medicare supplemental plans regulated under Revised Code of Washington Chapter 48.66.
8. Overpayment Recovery – Practitioner.
- (1) Except in the case of fraud, or as provided in subsection (2) of this section, Practitioner may not: (a) Request additional payment from WHN or Group to satisfy a claim unless he or she does so in writing to the payor(s) within twenty-four months after the date that the claim was denied or payment intended to satisfy the claim was made; or (b) request that the additional payment be made any sooner than six months after receipt of the request. Any such request must specify why Practitioner believes the payor(s) owes the additional payment.

- (2) For reasons related to coordination of benefits with another payor or entity responsible for payment of a claim, Practitioner may not: (a) Request additional payment from WHN or Group to satisfy a claim unless he or she does so in writing to the payor(s) within thirty months after the date the claim was denied or payment intended to satisfy the claim was made; or (b) request that the additional payment be made any sooner than six months after receipt of the request. Any such request must specify why Practitioner believes the payor(s) owe(s) the additional payment, and include the name and mailing address of any entity that has disclaimed responsibility for payment of the claim.
- (3) This section does not apply to health care services provided under Title XVIII (Medicare) of the Social Security Act, or Medicare supplemental plans regulated under Revised Code of Washington Chapter 48.66.”

II. The Section entitled “BILLING AGENT” is deleted from the Agreement and replaced in its entirety with the following language:

**“BILLING AGENT**

1. In situations where WHN contracts with Groups to coordinate and transmit billings of Practitioner to Group for payment, the Practitioner agrees to submit patient billings to WHN. WHN will then submit billings to the Group, subject to the following:
  - a. The Practitioner further authorizes and acknowledges that WHN may re-price the bills submitted to conform to the Schedule of Payments specified in the particular contract with a particular Group.
  - b. The Group shall determine the satisfaction of deductibles, co-payments and compliance with the Participant's policy. WHN shall have no duty to contest or dispute this determination by the Group.
  - c. This section intentionally left blank.
  - d. This section intentionally left blank.
  - e. WHN will not be obligated to pay Practitioner for any non-covered service or for any covered service beyond the amount received from the Group for such covered service
2. Practitioner agrees for the purpose of this Agreement that WHN shall have power of attorney from Practitioner, and shall have the right to forward claims and collect all payments, except co-payments or deductibles, including endorsing checks and bank drafts, required for the purpose of fulfilling provisions contained herein or in the appropriate Group Summary.
3. This section intentionally left blank.
4. WHN shall have the right to audit Practitioner’s claim and payment records for any payers listed as clients in Group Summaries. Practitioner shall have the right to audit WHN’s denial of Practitioner’s claims. Practitioner shall cooperate in providing claims and payment records to WHN at WHN’s request. If Practitioner should submit claims and receive payments for Complementary Alternative Health Services to any party other than WHN for those Groups that WHN acts as the Billing Agent, Practitioner shall be responsible for payment to WHN for those claims not processed through WHN as agreed upon in the individual Group Summary. The right of WHN to audit and compel adherence to the Group Summary shall survive this Agreement. The right of Practitioner to audit WHN’s denial of Practitioner’s claims shall survive this Agreement.”

- III. The following provisions are inserted after the Section entitled “BILLING AGENT” and before the Section entitled “COLLECTIONS FROM PARTICIPANTS -COVERED BENEFITS” as a new Section to the Agreement entitled “PROMPT PAYMENT OF CLAIMS”:

**“PROMPT PAYMENT OF CLAIMS**

1. WHN’s schedule for the prompt payment of amounts owed by WHN to Chiropractor is set forth in the Chiropractor Provider Manual, and includes penalties for WHN’s failure to abide by such schedule. At a minimum, with respect to services provided in the State of Washington, WHN shall comply with the following minimum payment requirements.
2.
  - a. For health services provided to covered persons, WHN shall pay providers and facilities as soon as practical but subject to the following minimum standards:
    - i. Ninety-five percent of the monthly volume of clean claims shall be paid within thirty days of receipt by the responsible carrier or agent of the carrier; and
    - ii. Ninety-five percent of the monthly volume of all claims shall be paid or denied within sixty days of receipt by the responsible carrier or agent of the carrier, except as agreed to in writing by the parties on a claim-by-claim basis.
  - b. The receipt date of a claim is the date the responsible carrier or its agent receives either written or electronic notice of the claim.
  - c. The carrier shall establish a reasonable method for confirming receipt of claims and responding to provider and facility inquiries about claims.
  - d. Any carrier failing to pay claims within the standard established under subsection (2) of this section shall pay interest on un-denied and unpaid clean claims more than sixty-one days old until the carrier meets the standard under subsection (2) of this section. Interest shall be assessed at the rate of one percent per month, and shall be calculated monthly as simple interest prorated for any portion of a month. The carrier shall add the interest payable to the amount of the unpaid claim without the necessity of the provider or facility submitting an additional claim. Any interest paid under this section shall not be applied by the carrier to a covered person's deductible, copayment, coinsurance, or any similar obligation of the covered person.
  - e. When the carrier issues payment in either the provider or facility and the covered person names, the carrier shall make claim checks payable in the name of the provider or facility first and the covered person second.
3. For purposes of this section, "clean claim" means a claim that has no defect or impropriety, including any lack of any required substantiating documentation, or particular circumstances requiring special treatment that prevents timely payments from being made on the claim under this section.
4. Denial of a claim must be communicated to the provider or facility and must include the specific reason why the claim was denied. If the denial is based upon medical necessity or similar grounds, then the carrier upon request of the provider or facility must also promptly disclose the supporting basis for the decision. For example, the carrier must describe how the claim failed to meet medical necessity guidelines.
5. Every carrier shall be responsible for ensuring that any person acting on behalf of or at the direction of the carrier or acting pursuant to carrier standards or requirements complies with these billing and claim payment standards.
6. These standards do not apply to claims about which there is substantial evidence of fraud or misrepresentation by providers, facilities or covered persons, or instances where the carrier has not been granted reasonable access to information under the provider's or facility's control.
7. Providers, facilities, and carriers are not required to comply with these provisions if the failure to comply is occasioned by any act of God, bankruptcy, act of a governmental authority responding to an act of God or other emergency, or the result of a strike, lockout, or other labor dispute.”

- IV. The Section entitled “PROTECTIONS FOR PARTICIPANT SUBSCRIBERS” is deleted from the Agreement and replaced in its entirety with the following language:

#### “PROTECTIONS FOR PARTICIPANT SUBSCRIBERS

1. **Practitioner Hold Harmless.** Practitioner hereby agrees that in no event, including, but not limited to nonpayment by WHN, WHN’s insolvency, or breach of this Agreement will Practitioner bill, charge, collect a deposit from, seek compensation, remuneration, or reimbursement from, or have any recourse against an enrollee or person acting on their behalf, other than WHN, for services provided pursuant to this Agreement. This provision does not prohibit collection of deductibles, copayments, coinsurance, and/or payment for non-covered services, which have not otherwise been paid by a primary or secondary issuer in accordance with regulatory standards for coordination of benefits, from enrollees in accordance with the terms of the enrollee’s health plan.
2. **Continuity of Care.** Practitioner agrees, in the event of WHN’s insolvency, to continue to provide the services promised in this Agreement to enrollees of Group for the duration of the period for which premiums on behalf of the enrollee were paid to Group or until the enrollee’s discharge from inpatient facilities, whichever time is greater.
3. Notwithstanding any other provision of this Agreement, nothing in this Agreement shall be construed to modify the rights and benefits contained in the enrollee’s health plan.
4. Practitioner may not bill the enrollee for covered services (except for deductibles, copayments, or coinsurance) where WHN denies payments because the provider or facility has failed to comply with the terms or conditions of this Agreement.
5. Practitioner further agrees
  - a. that the provisions of (1), (2), (3), and (4) of this subsection shall survive termination of this Agreement regardless of the cause giving rise to termination and shall be construed to be for the benefit of Group’s enrollees, and
  - b. that this provision supersedes any oral or written contrary agreement now existing or hereafter entered into between Practitioner and enrollees or persons acting on their behalf.
6. If Practitioner contracts with other providers or facilities who agree to provide covered services to enrollees of Group with the expectation of receiving payment directly or indirectly from Group, such providers or facilities must agree to abide by the provisions of (1), (2), (3), (4) and (5) of this subsection in the Addendum.
7. **Health Information Privacy Regulatory Compliance:**
  - Practitioner agrees that practitioner's practice will remain compliant with applicable state and federal regulations regarding privacy and confidentiality of individually identifiable health information, and that the practitioner will obtain from Participants their authorization for release of such information for purposes of treatment, payment, and health care operations.
  - WHN agrees to adhere to applicable state and federal privacy regulations in its health care operations with respect to individually identifiable health information (Protected Health Information-PHI) received from practitioner's practice.
8. Practitioner shall furnish covered services to a Participant without regard to the Participant's enrollment in a Group Agreement as a private purchaser or as a participant in publicly financed programs of health care services.
9. Practitioner acknowledges that willfully collecting or attempting to collect an amount from an enrollee knowing that collection to be in violation of this Agreement constitutes a class C felony under State of Washington law (RCW 48.80.030(5)).
10. No health carrier subject to the jurisdiction of the state of Washington may in any way preclude or discourage their providers from informing patients of the care they require, including various treatment options, and whether in their view such care is consistent with medical necessity, medical appropriateness, or otherwise covered by the patient’s service agreement with the health carrier. No health carrier may prohibit, discourage, or penalize a provider otherwise practicing in compliance with the law from advocating on

behalf of a patient with a health carrier. Nothing in this section shall be construed to authorize providers to bind health carriers to pay for any such service.

11. No health carrier may preclude or discourage patients or those paying for their coverage from discussing the comparative merits of different health carriers with their providers. This prohibition specifically includes prohibiting or limiting providers participating in those discussions even if critical of a carrier.”

- V. Section 4 of the Section entitled “DURATION AND TERMINATION” is deleted from the Agreement and replaced in its entirety with the following language:

“4. This section intentionally left blank.”

- VI. Section 7.h of the Section entitled “DURATION AND TERMINATION” is deleted from the Agreement and replaced in its entirety with the following language:

“7.h. This section intentionally left blank.”

- VII. Section 10 of the Section entitled “DURATION AND TERMINATION” is deleted from the Agreement and replaced in its entirety with the following language:

“10. This section intentionally left blank.”

- VIII. The following sentence is inserted after the last sentence of the Section entitled “PRACTITIONER MANUAL”:

“WHN acknowledges that the requirements and procedures set forth in the Practitioner Manual and Group Summaries shall be in compliance with applicable Washington state laws.”

- IX. The Section entitled “CONFIDENTIALITY” is deleted from the Agreement and replaced in its entirety with the following language:

**“CONFIDENTIALITY**

Practitioner agrees to hold in confidence and not to disclose to any other third party any of the terms and conditions of the Agreement, Amendments thereto, or any other information disclosed regarding the Agreement via written correspondence or orally, except as may be required by law. This paragraph shall survive the termination of the Agreement for a period of twelve (12) months from the date of termination.”

- X. The following provisions are inserted after the Section entitled “CONFIDENTIALITY” and before the Section entitled “MISCELLANEOUS” as a new Section to the Agreement entitled “DISPUTE RESOLUTION PROCESS”:

**“DISPUTE RESOLUTION PROCESS**

Except as otherwise required by a specific federal or state statute or regulation governing dispute resolution, no process for the resolution of disputes arising out of a participating provider or facility contract shall be considered fair under State of Washington law (RCW [48.43.055](#)) unless the process meets all the provisions of this section.

1. A dispute resolution process may include an initial informal process but must include a formal process for resolution of all contract disputes.
2. A carrier may have different types of dispute resolution processes as necessary for specialized concerns such as provider credentialing or as otherwise required by law.



For example, disputes over health plan coverage of health care services are subject to the grievance procedures established for covered persons.

3. Carriers must allow not less than thirty days after the action giving rise to a dispute for providers and facilities to complain and initiate the dispute resolution process.
4. Carriers may not require alternative dispute resolution to the exclusion of judicial remedies; however, carriers may require alternative dispute resolution prior to judicial remedies.
5. Carriers must render a decision on provider or facility complaints within a reasonable time for the type of dispute. In the case of billing disputes, the carrier must render a decision within sixty days of the complaint.
6. Termination of the Agreement by WHN or Group shall be consistent with Washington state law, and subject to judicial remedy, consistent with WHN's and Group's dispute resolution process."

- XI. Section 5. of the Section entitled "MISCELLANEOUS" is deleted from the Agreement and replaced in its entirety with the following language:

"5. This Agreement shall be subject to and governed by the laws of the State of Washington. In the event any provision of this Agreement is deemed unenforceable by any court of competent jurisdiction, the remaining provisions hereof shall remain in full force and effect."

**Medicare Addendum- Kaiser  
Foundation Health Plan of Washington  
("KFHPWA") Centers for Medicare and  
Medicaid Services**

This Amendment dated August 20, 2009 is hereby incorporated into the "Agreement" between **Practitioner** and **WholeHealth Networks (WHN)**.

I. The following language is incorporated into the contract referenced above as mandated by the Centers for Medicare and Medicaid Services. Where language provisions are preexisting within the contract referenced above and with respect to the subject matter therein, the language provisions below shall govern.

A. Record Retention and inspection

Both parties shall comply with 42 U.S.C. 1395 x (v) (I) (i), 42 CFR 434.6, and 42 CFR 422.504(i) 2(i) and (ii) as currently stated or as may be amended. The acts, among other things, provide that **practitioner** agrees, and shall require all related entities, contractors or subcontractors to agree that (i) the Department of Health and Human Services, the Comptroller General, the Secretary of the Washington Department of Social and Health Services, or their designees, have the right to inspect, evaluate, and audit any pertinent contracts, books, documents, papers, records of **practitioner**, related entity(s), contractor(s), or subcontractor(s) involving transaction related to KFHPWA managed care members; and (ii) the Department of Health and Human Services, the Comptroller General's, the Secretary of the Washington Department of Social and Health Services, or their designee's right to inspect, evaluate, and audit any pertinent information for any particular contract period will exist through ten (10) years from the final date of the contract period or from the date of completion of any audit whichever is later. **WHN** shall retain, and require subcontractors to retain, such records for the period of time necessary to comply with these requirements.

B. Privacy and Accuracy of Records

**WHN** and suppliers agree to safeguard managed care member privacy and confidentiality and assure the accuracy of managed care member health records.

C. Hold Harmless Provision

**WHN** hereby agrees that in no event, including, but not limited to nonpayment by **practitioner**, **practitioner's** insolvency, or breach of this Agreement shall **WHN** bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from, or have any recourse against a managed care member or person acting on their behalf, for services provided pursuant to this Agreement.

D. Accordance with MAO's contractual obligations

Both parties agree that any services performed under this Agreement will be consistent and comply with KFHPWA's contractual obligations as required by 422.504(i)(3)(iii).

E. Prompt Payment

**WHN** agrees to pay clean claims for services rendered under the Agreement to managed care members **within 30 days** after receipt by **WHN**. If clean claims are not paid within this timeframe, interest will be paid on the unpaid amount in accordance with 42 CFR § 422.520(a).

F. Delegation of Provider Selection

Where applicable, in instances where **practitioner** selects providers related to the rendering of care to KFHPWA managed care members, KFHPWA retains the right to approve, suspend, or terminate such arrangement as required under 422.504(i)(5).

G. Compliance with MAO's policies and Procedures

**Practitioner** and **WHN** agree to comply with applicable KFHPWA policies and procedures related to the provision of care to KFHPWA managed care members performed under this Agreement.

H. Accountability Provision – Reporting Responsibilities

**Practitioner** and **WHN** agree that all activities performed under the Agreement will be clearly defined and include any associated reporting responsibilities as required under 422.504(i) (3) (ii); 422.504(i) (4) (i).

I. Accountability Provision – Monitoring and Revocation

**Practitioner** and **WHN** acknowledge the obligation and authority of KFHPWA and CMS to monitor the performance and revoke where necessary any applicable activities performed under the Agreement if a determination is made that activities as defined in the Agreement are unsatisfactory as outlined in 422.504(i)(3)(ii); 422.504(i)(4)(ii)-(iii).

J. Accountability Provision – Credentialing

**Practitioner** and **WHN** acknowledge KFHPWA’s obligation to evaluate where necessary the credentials of medical professionals affiliated with the parties by either reviewing and approving these credentials directly, or the credentialing process, or by auditing the credentialing process on an ongoing basis as required under 422.504(i)(3)(ii); 422.504(i)(4)(iv).

K. Comply with applicable Medicare laws and Regulations

**Practitioner** and **WHN** agree to comply with all applicable Medicare laws, regulations, and CMS instructions as required under 422.504(i)(4)(v).

Except as specifically amended herein, and as necessary to incorporate the foregoing into the terms of the Agreement, the remaining terms and conditions of the Agreement shall remain in full force and effect.

## Medicare Addendum

### Aetna Life Insurance Company and Aetna Health Management, LLC Centers for Medicare and Medicaid Services

Notwithstanding any provision of the Agreement, the following additional provisions shall be applicable to practitioners providing services to Participants covered by an agreement under the Medicare Advantage program between Aetna Life Insurance Company and Aetna Health Management, LLC (Company), or any of its subsidiaries, and the Medicare program.

1. Provider agrees to provide services to those persons who meet all eligibility requirements of the federal Medicare program and who have enrolled in Company's Medicare Plans ("Medicare Members").
2. Provider agrees to comply with all Medicare laws, rules and regulations, as well as Company requirements designed to ensure Company's compliance with such laws, rules and regulations, including, without limitation, laws, rules and regulations relating to the protection of Medicare Member privacy and confidentiality and the accuracy of Medicare Member health records. Provider agrees that all services and other activities performed by Provider under the Agreement will be consistent and comply with Company's obligations under its contract(s) with the Centers for Medicare and Medicaid Services (CMS) to offer Medicare Plans. Upon request, Provider shall immediately provide to Company any information required by Company to meet its reporting obligations to CMS, including, where applicable, physician incentive plan information. Provider agrees to allow CMS and Company to monitor Provider's performance under this Agreement on an ongoing basis, in accordance with Medicare laws, rules and regulations.
3. Provider acknowledges and agrees that all provisions of this Amendment and of the Agreement shall apply equally to any employees, independent contractors and subcontractors of Provider who provide or may provide Covered Services to Medicare Members, and Provider represents and warrants that Provider shall take all steps necessary to cause such employees, independent contractors and subcontractors to comply with this Amendment and the Agreement and all applicable laws and regulations, and perform all requirements applicable to Medicare programs.
4. Except as set forth in the next sentence, Company agrees to pay Provider for Covered Services rendered to Medicare Members within forty-five (45) calendar days of actual receipt by Company of a Clean Claim. Payments for non-capitated Covered Services rendered to Medicare Members are subject to any and all valid and applicable Medicare laws related to claims payment. With respect to Medicare Members, Provider acknowledges that compensation under the Agreement for such Members constitutes receipt of federal funds.

Provider shall pay on a timely basis all employees, independent contractors and subcontractors who render Covered Services to Medicare Members for which Provider is financially responsible pursuant to the Agreement.

5. Provider agrees to cooperate with and participate in internal and external review procedures necessary to process Medicare appeals and grievances.
6. Provider shall provide Company with Medicare-required risk adjustment data in the form and manner as specified by Company. Provider certifies that such risk adjustment data is accurate, truthful and complete.
7. With respect to any plan offered by Company to Medicare Members, Provider agrees to provide Company and federal, state and local governmental authorities having jurisdiction, or their designees, upon request, access to all books, records and other papers (including, but not limited to, medical and financial records and contracts) and information relating to the Agreement and to those Covered Services rendered by Provider and its employees, independent contractors and subcontractors to Medicare Members ("Information and Records"), and that this right of inspection, evaluation and audit will continue for the longer of: (i) a period of ten (10) years from the end of the contract period of any government contract of Company, (ii) the date that the U.S. Department of Health and Human Services (HHS), the Comptroller General or their designees complete an audit, or (iii) the period required under applicable laws, rules or regulations. With respect to any plan offered by Company to Medicare Members, Provider also agrees to maintain Information and Records for the longer of: (i) ten (10) years from the end of the contract period of any government contract of Company, (ii) the date HHS, the Comptroller General or their designees complete an audit, or (iii) the period required by applicable laws, rules or regulations. This Section 7 shall survive the termination of the Agreement, regardless of the cause of the termination.
8. Provider agrees to comply with the following, as applicable and as amended from time to time: Title VI of the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, HIPAA administrative simplification rules at 45

C.F.R. parts 160, 162, and 164, the Americans with Disabilities Act, Federal laws and regulations designed to prevent or ameliorate fraud, waste, and abuse, including, but not limited to, applicable provisions of Federal criminal law, the False Claims Act (31 U.S.C. §§ 3729 *et. seq.*), and the anti-kickback statute (section 1128B(b) of the Social Security Act), and any other laws applicable to recipients of Federal funds.

9. In no event, including without limitation, non-payment by Company, insolvency of Company or breach of the Agreement or this Amendment, shall Provider bill, charge, collect a deposit from, seek remuneration or reimbursement from, or have any recourse against a Medicare Member or persons (other than the Company) acting on a Medicare Member's behalf for services covered by the Agreement. This provision shall not prohibit collection of deductibles, coinsurance or copayments from Medicare Members in accordance with the terms of the Medicare Member's agreement with Company.

Provider further agrees that: (a) this provision shall survive termination of the Agreement and this Amendment regardless of the cause giving rise to termination and shall be construed for the benefit of Medicare Members, and (b) this provision supersedes any oral or written agreement to the contrary now existing or hereafter entered into between Provider and a Medicare Member or persons acting on a Medicare Member's behalf.

No modification of this provision shall be effective without the prior written approval of the appropriate state and/or federal regulatory entities.

10. In the event of Company's insolvency or other cessation of operations, Provider shall continue to provide Covered Services to (i) Medicare Members through the period for which premium has been paid to Company, and (ii) those Medicare Members who are confined in an inpatient facility on the date of insolvency or other cessation of operations until medically appropriate discharge.
11. Provider acknowledges that Company may only delegate activities or functions to Provider in a manner consistent with Medicare laws, rules and regulations. Provider acknowledges and agrees that if any of Company's activities or responsibilities under Company's contract with CMS to offer Medicare Plans is delegated by Company to Provider, such activity or responsibility may be revoked if CMS or Company determines that Provider has not performed satisfactorily.

Capitalized terms not otherwise defined herein shall have the meaning given such terms in the Agreement. All other terms and provisions of the Agreement not amended hereby shall remain in full force and effect, without modification. In the event of any inconsistency between the terms of this Amendment and the Agreement, the terms of this Amendment shall govern and control.



## Legal Compliance Addendum

- 1. Legal Compliance; FAR/FEHBAR Compliance.** Practitioner agrees to fully comply with all federal, State and local statutes, codes, rules, regulations, ordinances and other laws (i) applicable to Practitioner, and (ii) applicable to either WHN or a WHN customer for which Practitioner indirectly provides services hereunder to the extent that such laws apply to Practitioner. All goods and services sold hereunder shall be produced, sold, delivered and furnished in compliance with all laws and regulations applicable to procurement under loans, grants or other financial support of the United States government agency or agencies which have provided support for the applicable Offer ("Funding Agency"). This includes, but is not limited to, the applicable provisions of the Federal Acquisition Regulation, together with any additions or supplements thereto promulgated by the Funding Agency ("FAR") and the applicable provisions of the Federal Employees Health Benefits Acquisition Regulation ("FEHBAR").
- 2. Debarment.** Practitioner certifies that neither it nor any of its principals (officers, directors, owners, partners, key employees, principal investigators, researchers or management or supervisory personnel) (Principals) is presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in any federal grant, benefit, contract or program (including, but not limited to, Medicare and Medicaid) by any Federal department or agency. Practitioner agrees to provide immediate written notice to WHN if it learns at any time that its certification was erroneous when submitted or if, during the term of an Offer, it, or any of its Principals, is debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in any federal grant, benefit, contract or program. If subcontracting is permitted by an Offer, Practitioner agrees that its subcontractors will comply with the foregoing covenant. Practitioner agrees that debarment, suspension, proposed debarment or suspension, ineligibility or exclusion of Practitioner, or any of its Principals or subcontractors, shall constitute cause for immediate termination of all Offers by WHN.
- 3. Anti-Terrorism.** Practitioner agrees to comply with all Federal anti-terrorism rules and regulations. Practitioner's signature below shall serve as certification that, to the best of Practitioner's knowledge, Practitioner (a) is not, (b) has not been designated as, (c) is not owned, affiliated, or controlled by, and (D) does not support, assist or aid a suspected terrorist organization or individual as defined by Federal law including, but not limited to, Executive Order 13224.
- 4. Federal Equal Employment Opportunity Law Compliance.** WHN is a federal contractor, either directly or through its customers, and as such it expects Practitioner to comply with all applicable federal equal opportunity laws, orders and regulations, including without limitation, Executive Order 11246, the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1972, the Rehabilitation Act of 1973, the Vietnam Era Veterans Readjustment Assistance Act of 1974, the Americans With Disabilities Act of 1990, and the Civil Rights Act of 1991. Practitioner may receive requests, from time to time, for confirmation of compliance with the foregoing.
- 5. Service Providers.** If Practitioner is providing services to WHN, Practitioner covenants as follows:
  - a. Practitioner is an independent contractor, and shall not act or purport to act as an agent, representative or employee of WHN. Practitioner will determine the means and methods of performing its services. Practitioner will supply all equipment, tools, materials, parts, supplies and labor (and the transportation of the same) required to perform except as WHN has otherwise agreed in writing. Practitioner is solely responsible for payment of income, social security, and other employment taxes due to the proper taxing authorities. No payroll or employee taxes of any kind shall be withheld or paid with respect to payments to Practitioner or its employees.
  - b. WHN shall have no responsibility for the loss, theft, disappearance of, or damage to equipment, tools, materials, supplies, and other personal property of Practitioner or its agents or employees that may be brought onto WHN premises or stored at WHN, except for damage caused by the direct and sole negligence of WHN.
  - c. Practitioner will ensure that if any of its employees or consultants assigned to work under an Offer are not a US worker, the terms of his /her visa status will permit the employee and/or consultant to perform and accept payments legally for services provided as an independent contractor under an Offer.
  - d. Practitioner and its employees will comply with all applicable laws, ordinances and regulations of governmental authorities and with the rules and regulations of WHN and its insurers while on WHN's premises.
  - e. Practitioner represents and warrants that Practitioner (and each person or entity, if any, acting for or on behalf of Practitioner) has all licenses, certificates, and other professional credentials required by law to perform the purchased services.