



**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, Inc. 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 Printed Name

Licensed Specialty or Specialties

Practitioner Signature

Date

Practitioner Email

Please continue to page 2

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

Average Fee Range: \$ _____ - \$ _____

Payment Methods Accepted: _____ Credit Cards _____ Cash _____ Personal Check _____ Debit Cards

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 virtue of 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 polices outlined in the Practitioner Manual.
5. **Directory Listings.** WHN will identify Practitioner's practice in Group-specific online 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:

WHN:

WholeHealth Networks, Inc.
1445 S Spectrum Blvd
Chandler, AZ 85286
800-274-7526

Practitioner:

(as shown on signature page)

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



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.

Medicare Addendum - Humana Centers for Medicare and Medicaid

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 Humana, Inc., or any of its subsidiaries, and the Medicare program.

1. Patient Confidentiality: Accuracy of Records. Practitioner shall be bound by any patient confidentiality provisions set forth in Humana's policies and procedures, as well as federal and state laws and regulations and the provisions of the Humana Medicare contract regarding confidentiality and disclosure of medical records or other health or enrollment information pertaining to Participants. In addition, Practitioner agrees to: (i) safeguard the privacy of all Participant medical records and ensure that copies of information from such records are released only to authorized individuals; (ii) release such records only in accordance with applicable federal or state laws or pursuant to court orders or subpoenas; (iii) maintain all such records in an accurate and timely manner; and (iv) ensure timely access by Participants to records and information that pertain to them.
2. Prompt Payment. In the event that WHN performs the function of claims payment, WHN shall approve, pay or deny claims within the time period specified by and in accordance with 42 CFR § 422.520(a).
3. Hold Harmless. Practitioner acknowledges and agrees that in no event, including but not limited to the insolvency of Humana, breach of the Agreement and/or non-payment for services by Humana, shall Practitioner bill or seek compensation from or assert any legal action against Participants or persons acting on behalf of Participants for payment of any fees that are the legal obligation of Humana.
4. Compliance. Practitioner shall comply with and shall require Practitioner's participating practitioners to comply with all applicable Medicare laws and regulations, and applicable Centers for Medicare and Medicaid Services ("CMS") instructions, and with Humana's policies and procedures.
5. Audits/Access. Practitioner shall permit audits and inspection by the United States Department of Health and Human Services, the Comptroller General of the United States, CMS and/or their designees regarding any pertinent contracts, books, documents, papers and records (collectively, "Books and Records") involving or relating to Practitioner's provision of services to Participants. Practitioner shall retain all financial and administrative records relating to the Agreement for the longer of ten (10) years after the termination of this Agreement or the period required by applicable law.
6. Accountability. Practitioner acknowledges that Humana oversees and is accountable to CMS for any functions and responsibilities set forth in the regulations governing the Medicare Advantage Program. Practitioner further acknowledges and agrees that pursuant to the Medicare Advantage regulations, Humana or its designees will monitor Practitioner's performance hereunder and that Humana and/or CMS shall have the right to terminate the Agreement and Practitioner's participation in the Humana Medicare contract if Practitioner does not perform satisfactorily hereunder.
7. Delegation. Any delegation of functions hereunder shall be in accordance with applicable delegation requirements set forth in applicable CMS laws and/or regulations.
8. Reporting Requirements; Policies and Procedures. Practitioner acknowledges that Humana is subject to reporting requirements specified in the Medicare Advantage laws and regulations. In furtherance of any such applicable reporting requirements, Practitioner shall comply with all data and reporting requirements of Humana.
9. Continued Care. Practitioner agrees that: (i) Covered Services provided to Participants hereunder shall continue for all Participants for the duration of the Humana Medicare contract period for which CMS payments have been made to Humana; and (ii) in the event of Humana insolvency or termination of the Humana Medicare contract for any reason, Covered Services shall continue until the date of discharge for any Participant confined in an inpatient facility on the effective date of insolvency or termination.
10. Opt-Out of Medicare. Practitioner agrees that Humana will not be responsible for reimbursing any services, other than emergency or urgently needed services, furnished to a Medicare Participant, if Practitioner opts out of Medicare, as specified in 42 CFR 405.440. Humana will only pay for emergency or urgently needed services furnished by Practitioner to a Participant, if Practitioner has not signed a private contract with a Participant or Participant's beneficiary, as specified in 42 CFR 422.220.

11. Humana Non-Interference with Advice to Participants. In addition to the requirements set forth in the Agreement, pursuant to 42 CFR 422.206 Humana will not prohibit or otherwise restrict Practitioner, when acting within Practitioner's lawful scope of practice, from advising, or advocating on behalf of, a Participant about: (a) the Participant's health status, medical care or treatment options; (b) the risks, benefits and consequences of treatment or non-treatment; or (c) the Participant's opportunity to refuse treatment and express preferences about future treatments.
12. Excluded Practitioners. In accordance with 42 CFR 1001.1901, Practitioner acknowledges that Humana will not contract with any Practitioner or will terminate a contract with any Practitioner who becomes listed on the sanction list maintained by the Office of the Inspector General (OIG). Practitioner further acknowledges that Humana routinely checks the OIG's Web site listing of excluded Practitioners and Practitioner will be subject to termination if identified on the list. Practitioner agrees that he/she will notify Humana and WHN if he/she becomes listed on the sanction list maintained by the OIG.
13. Limitations on Practitioner Indemnification. Humana, in accordance with 42CFR 422.212 will not contract or otherwise provide, directly or indirectly, for Practitioner or any other individual or organization referenced in 42 CFR 422.212, to indemnify Humana against any civil liability damage caused to a Participant as a result of Humana's denial of medically necessary care.
14. With respect to any of members who are eligible for both Medicare and Medicaid, Provider agrees such members will not be held liable for Medicare Part A and Medicare Part B cost sharing when the State is responsible for paying such amounts. Further, with respect to such members, Provider agrees to:
(i) accept the payment amount from the Payor as payment in full, or (ii) bill the appropriate State source.

AMENDMENT TO AGREEMENT

MEDICAID REQUIRED PROVISIONS ATTACHMENT

The following additional provisions apply specifically to **Humana's** Kentucky Medicaid products and plans and are hereby incorporated by reference into the Agreement. In the event of a conflict between the terms and conditions of the Agreement and this Medicaid Required Provisions Attachment ("**Attachment**"), the terms and conditions of this Attachment shall control as they apply to **Humana's** Kentucky Medicaid products and plans.

Definitions For This Attachment:

1. **Member** - A person enrolled in a Humana Kentucky Medicaid managed care plan.
2. **Humana Agreement** - The provider participation agreement between Humana and Practitioner that was entered into on behalf of Practitioner by WHN. This Attachment is attached to the Humana Agreement.
3. **Contract** - The agreement between Humana and the Commonwealth, for the provision of benefits to Members.
4. **Department** - The Department for Medicaid Services ("**DMS**").
5. **Covered Services** - Services for which benefits are payable under a Humana Kentucky Medicaid managed care plan.
6. **Population Served** - Medicaid and the Children's Health Insurance Program provide health care coverage to low-income children, pregnant women, adults, seniors, and people with disabilities in the Commonwealth of Kentucky.

General:

7. Practitioner agrees to comply with all applicable terms and conditions of the Contract as well as all applicable Commonwealth and federal statutes, regulations, policies, procedures and rules. Practitioner agrees to require all employees, subcontractors, and independent contractors providing services under the Contract to abide by the terms and conditions set forth in this Attachment and in the Humana Agreement.
8. Practitioner certifies that Practitioner and Practitioner's principals, employees, agents and subcontractors have not been excluded, suspended, or debarred from participation in any federally funded health care program or the Kentucky Medicaid Program.
9. Practitioner shall indemnify and hold the Commonwealth harmless from all claims, losses, or suits relating to activities undertaken by the Practitioner pursuant to the Contract.
10. If the Department determines that any provision in the Humana Agreement conflicts with the Contract, such provision shall be null and void and all other provisions shall remain in full force and effect.
11. Practitioner is not a third party beneficiary to the Contract and Practitioner is performing services as agreed upon with Humana and outlined in the Contract.
12. Practitioner shall maintain through the terms of the Humana Agreement and at Practitioner's own expense professional and comprehensive general liability and medical malpractice insurance.
13. Practitioner shall adhere to the marketing restrictions as applicable and described in the Contract.

Provision of Services:

14. Practitioner shall provide Members in the Population Served all Covered Services that within the normal scope of and in accordance with Practitioner's licenses and/or certifications, and Members may access those Covered Services through making appointments or otherwise making contact with the Practitioner.
15. Emergency services will be rendered without a requirement for prior authorization. A Member who has an emergency medical condition, as defined by applicable law, shall not be liable for payment of subsequent screening and treatment needed to diagnose or stabilize the specific condition.
16. Practitioner shall meet applicable appointment waiting time standards set forth in the Contract.

Member Services:

17. Practitioner shall comply with Member rights and responsibilities as outlined in the Contract.
18. Practitioner must comply with applicable cultural competency requirements. Practitioner shall complete Humana's initial and annual cultural competence training.
19. Practitioner must ensure that all Practitioner locations will be accessible and able to accommodate the unique needs of Members with disabilities in compliance with the Americans with Disabilities Act.
20. Practitioner shall keep Member information confidential, as defined by federal and State statutes or regulations.
21. Practitioner shall display notices of the Member's right to appeal adverse action affecting services in public areas of the Practitioner's facility(ies) in accordance with Department rules and regulations, subsequent amendments.
22. Practitioner agrees not to bill a Member for Covered Services, with the exception of applicable copayments or other cost sharing requirements, or for a bill that was denied due to incorrect billing. Practitioner may bill a Member for a service not covered by the applicable Humana Kentucky Medicaid product or plan, provided the Member was previously informed of the non-covered service and agreed in advance in writing to pay for such service.

Quality and Utilization Management:

23. Practitioner shall participate and cooperate in internal and external quality management or quality improvement activities, such as, monitoring, utilization review, peer review and/or appeal procedures established by Humana and/or the Department.
24. Practitioner shall follow the standards for medical necessity as required under the Contract.

Claims and Payment:

25. Practitioner shall promptly submit all information needed for Humana to make payment.
26. Practitioner shall submit timely, complete, and accurate encounter claims in accordance with the Contract.
27. Humana shall make timely payment to the Practitioner for Covered Services upon approval of a clean claim properly submitted by the Practitioner within the required timeframes. Humana shall only accept uniform claim forms submitted by Practitioner that have been approved by the Department and completed according to Department guidelines.
28. Practitioner shall accept payment from Humana as payment for services performed, and cannot request payment from the Department or the Member, unless the Member is required to pay a Copayment for the service rendered.

29. Humana will provide at least thirty (30) days written notice prior to any change in payment structure or reimbursement amount. The written notice will contain clear and detailed information about the change and will not be retroactive.

Records Maintenance and Audit Requirements:

30. Practitioner shall maintain all records relating to services provided to Members for a ten (10) year period and to make all Member medical records or other service records available for the purpose of quality review conducted by the Department, or their designated agents, both during and after the term of the Humana Agreement. The medical records shall be on paper or in an electronic format.
31. Authorized representatives of the Department, or other Commonwealth and federal agencies shall have reasonable access to premises, physical facilities, equipment and records for financial and medical audit purposes both during and after the term of the Humana Agreement.

Oversight and Monitoring:

32. Practitioner shall timely submit to Humana any information, including reports and clinical information, necessary for Humana to perform its obligations under the Contract.
33. Humana shall monitor Practitioner's performance on an ongoing basis and subject Practitioner to formal periodic review. Humana will provide no less than ten (10) business days' notice of any audits.
34. Humana shall monitor Practitioner's performance and quality of services delivered under the Humana Agreement.
35. Practitioner shall comply with corrective action plans that are required to address an operational deficiency identified by Humana.

Program Integrity:

36. As a condition of receiving any amount of payment, Practitioner shall comply with program integrity requirements of the Contract, as applicable.

Termination:

37. Practitioner's participation under the Humana Agreement may be terminated by Humana in accordance with breach provisions in the Term and Termination section of the Attachment for any violation of applicable State or federal statutes, rules, and regulations and in accordance with the Contract.
38. The Department has the right to direct Humana to terminate or modify the Humana Agreement when the Department has determined such termination or modification is in the best interest of the Commonwealth.
39. Humana shall immediately terminate Practitioner's participation in Humana's Kentucky Medicaid products or plans if Medicare or Medicaid terminates Practitioner's eligibility to participate.
40. Practitioner agrees in the event of termination or expiration of the Humana Agreement for any reason, other than for reasons of quality of care or fraud, Practitioner shall continue to provide services to Members under the terms and conditions of the Humana Agreement until the Member is discharged from an inpatient facility, or the active course of treatment is completed, whichever time period is greater, and in the case of a pregnant Member in the fourth or later month of pregnancy, services shall be provided until the end of the post-partum period. This continuity of care provision shall survive any termination or expiration of the Humana Agreement.

Mental Health Parity:

41. Practitioner must comply with applicable requirements of the Mental Health Parity and Addiction Equity Act of 2008 and 42 C.F.R. 438 Subpart K, including the requirements that treatment limitations applicable to mental health or substance abuse disorder benefits are no more restrictive than the predominant treatment limitations applied to substantially all medical and surgical benefits covered by Humana and there are no separate treatment limitations that are applicable only with respect to mental health or substance use disorder benefits.

Release Due to Ethical Reasons:

42. Humana shall not require Practitioner to perform any treatment or procedure that is contrary to the Practitioner's conscience, religious beliefs, or ethical principles in accordance with 42 C.F.R. 438.102.
43. Humana and WHN shall not prohibit or restrict a Practitioner from advising a Member about his or her health status, medical care or treatment, regardless of whether benefits for such care are provided under the Contract, if the Practitioner is acting within the lawful scope of practice.

Value-Based Payment Program:

44. Humana may offer value based programs with incentives for episodes of care, shared savings arrangements, shared risk arrangements and capitation payments to include quality and performance requirements. Applicable amendments will provide program(s) requirements and payment opportunities

Practitioner Rights:

45. Practitioner has the right to file an internal appeal with Humana regarding denial of the following:
 - A. A health care service;
 - B. Claim for reimbursement;
 - C. Practitioner payment;
46. Humana shall not prohibit a Practitioner from entering into a contractual relationship with another managed care organization contracted to provide services for the Kentucky Medicaid managed care program.
47. This Attachment does not include incentives or disincentives that encourage Practitioner not to enter into a contractual relationship with another managed care organization contracted to provide services for the Kentucky Medicaid managed care program.
48. Humana does not prohibit or otherwise restrict health professionals from advising patients about their health status or medical care or treatment as provided in section 1932(b)(3) of the Social Security Act or 42 CFR 438.102.
49. Humana does not prohibit a Practitioner from acting within the Practitioner's lawful scope of practice.
50. Humana does not prohibit a Practitioner from discussing treatment or non-treatment options with Members that may not reflect Humana's position or may not be covered by Humana.

State Law Addendum Commonwealth of Kentucky

Notwithstanding any provision of the Agreement, the following additional provisions shall be applicable to Participating Providers practicing in and services provided to Members in the Commonwealth of Kentucky.

1. Consistent with Ky. Rev. Stat. Ann. 304.17A-527, the provider agreement contains:

(a) A hold harmless clause which hereby states the provider may not, under any circumstance, including:

1. Nonpayment of moneys due the providers by the managed care plan,
2. Insolvency of the managed care plan, or
3. Breach of the agreement,

bill, charge, collect a deposit, seek compensation, remuneration, or reimbursement from, or have any recourse against the subscriber, dependent of subscriber, enrollee, or any persons acting on their behalf, for services provided in accordance with the provider agreement. This provision shall not prohibit collection of deductible amounts, copayment amounts, coinsurance amounts, and amounts for noncovered services;

(b) A continuity of care clause that hereby states that if an agreement between the provider and the managed care plan is terminated for any reason, other than a quality of care issue or fraud, the insurer shall continue to provide services and the plan shall continue to reimburse the provider in accordance with the agreement until the subscriber, dependent of the subscriber, or the enrollee is discharged from an inpatient facility, or the active course of treatment is completed, whichever time is greater, and in the case of a pregnant woman, services shall continue to be provided through the end of the post-partum period if the pregnant woman is in her fourth or later month of pregnancy at the time the agreement is terminated;

(c) A survivorship clause that hereby states the hold harmless clause and continuity of care clause shall survive the termination of the agreement between the provider and the managed care plan;

(d) A clause hereby stating that the insurer issuing a managed care plan will, upon request of a participating provider, provide or make available to a participating provider, when contracting or renewing an existing contract with such provider, the payment or fee schedules or other information sufficient to enable the provider to determine the manner and amount of payments under the contract for the provider's services prior to the final execution or renewal of the contract and shall provide any change in such schedules at least ninety (90) days prior to the effective date of the amendment; and

(e) A clause hereby requiring that, if permitted under the Participating Provider Agreement, a provider enters into any subcontract agreement with another provider to provide their licensed health care services to the subscriber, dependent of the subscriber, or enrollee of a managed care plan where the subcontracted provider will bill the managed care plan or subscriber or enrollee directly for the subcontracted services, the subcontract agreement must meet all applicable state law requirements and such subcontract agreements shall be filed with the executive director in accordance with applicable Kentucky law.

2. Consistent with Ky. Rev. Stat. Ann. 304.17A-728 (contract disclosures of discounted fees; violation is unfair claims settlement practice), this amendment identifies below the products and markets applicable to any discount as provided in the contract:

The contract is for chiropractic services. In the Participating Practitioner Agreement, the participating physician specifies the particular discount ranging from 10-30% from the published fee schedule to be provided to all WHN Choices Program Participants for non-covered services. The disclosure is thus provided in the contract with providers and with their specific consent. The Participating Practitioner Agreement expressly states that if the participating physician chooses not to list a particular discount, then the discount will be set at 20% from the published fee schedule.

3. Information, exhibits and filing fees, as applicable, required to be filed under Kentucky law regarding risk-sharing arrangements, are being submitted to the Kentucky Department of Insurance by Humana.

4. Consistent with Ky. Rev. Stat. Ann. 304.17A-532 (prohibition against contract requiring mandatory use of hospitalist), the agreement between the insurer and the participating practitioner does not require the mandatory use of a hospitalist.

5. Consistent with Ky. Rev. Stat. Ann. 304.17A-530 (prohibition against contract limiting disclosure to patient of patient medical condition or treatment options), a managed care plan may not contract with a health care provider to limit the provider's disclosure to an enrollee, or to another person on behalf of an enrollee, of any information relating to the enrollee's medical condition or treatment options. A health care provider shall not be penalized, or a health care provider's contract with a managed care plan terminated,

because the provider discusses medically necessary or appropriate care with an enrollee or another person on behalf of an enrollee. The health care provider may not be prohibited by the plan from discussing all treatment options with the enrollee. Other information determined by the health care provider to be in the best interests of the enrollee may be disclosed by the provider to the enrollee or to another person on behalf of an enrollee. A health care provider shall not be penalized for discussing financial incentives and financial arrangements between the provider and the insurer with an enrollee. Upon request, a managed care plan shall inform its enrollees in writing of the type of financial arrangements between the plan and participating providers if those arrangements include an incentive or bonus.

6. Consistent with Ky. Rev. Stat. Ann. 304.17A-560 (most-favored nation provision), no insurance contract with a provider shall contain a most-favored-nation provision except where the executive director determines that the market share of the insurer is nominal. Nothing in this provision shall be construed to prohibit a health insurer and a provider from negotiating payment rates and performance-based contract terms that would result in the health insurer receiving a rate that is as favorable, or more favorable, than the rates negotiated between a provider and other health insurance issuers.

7. Consistent with Ky. Rev. Stat. Ann. § 304.17A-171, a health benefit plan that includes chiropractic benefits shall comply with Kentucky law, including:

(a) Include all primary chiropractic providers who are selected by covered persons of the plan for the provision of all chiropractic benefits provided by the plan which fall within the statutory scope of practice of the respective primary chiropractic provider.

(b) Permit any licensed chiropractor who agrees to abide by the terms, conditions, reimbursement rates, and standards of quality of the health benefit plan to serve as a participating primary chiropractic provider to any person covered by the plan.

(c) Guarantee that all covered persons who are eligible for chiropractic benefits under a health benefit plan shall have direct access to the primary chiropractic provider of their choice independent of, and without referral from, any other provider or entity.

(d) Not promote or recommend any individual provider or class of providers to a covered person by any method or means. Therefore, item #5 under section 'Duties and Obligations of WHN and Practitioner' is revised to indicate the directories in the State of Kentucky appear in alphabetic, county, location, or specialty order only.

8. Consistent with Ky. Rev. Stat. Ann. § 304.17A-545, any utilization management decision to deny, reduce, or terminate a health care benefit or to deny payment for a health care service because that service is not medically necessary shall be made by a physician, except in the case of a health care service rendered by a chiropractor, that decision shall be made respectively by a chiropractor duly licensed in Kentucky.

9. For the purpose of this agreement, Complementary/Alternative Health Services are defined as chiropractic services covered under the group or individual benefit plan.

10. Consistent with Ky. Rev. Stat. Ann. 304.17A-150 (unfair trade practices), the insurer and third party administrator involved in this provider agreement, as applicable, shall not engage in unfair trade practices, which are described more fully in 304.17A-150. Specifically, as set forth in 304.17A-150(4), an insurer that offers multiple health benefit plans may not require a health care provider, as a condition of participation in a health benefit plan of the insurer, to participate in any of the insurer's other health benefit plans.

11. As required by KRS 304.17A-270 and KRS 304.17A-171(2), neither party may terminate this Agreement without cause; provisions at KRS 304.17A 270 prohibits terminations for commencing arbitration, suit or proceedings against WHN.

12. Consistent with KRS 304.17A-578(2) this Agreement or any Group Summary may be amended by WHN upon ninety (90) days' written notice of the material change. Such notice shall include a description of the material change and a statement that the participating provider has the option to withdraw from the agreement prior to the material change. A participating provider who opts to withdraw following notice of a material change shall send written notice of withdrawal to WHN no later than forty-five (45) days prior to the effective date of the material change. Material change in this context means a change to a contract, the occurrence and timing of which is not otherwise clearly identified in the contract, that decreases the practitioner's payment or compensation or changes the administrative procedures in a way that may reasonably be expected to significantly increase the provider's administrative expense.

13. This Agreement shall be subject to and governed by the laws of the State of Kentucky. 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."

Participating Providers shall be permitted to participate in any of the health benefit plans noted below and shall be asked to select an option(s). To the extent the Participating Provider does not select an option upon request, the Participating Provider shall be advised that the lack of a designation will be treated as an incomplete application.

Physician agrees to **OPT-IN** for all health benefits plan(s) listed below, whether self-funded or fully insured that are offered or administered by Humana

All Lines of Business Medicare#: _____ Medicaid#: _____

Physician agrees to **OPT-OUT** of the health benefits plan(s) selected below, whether self-funded or fully insured that are offered or administered by Humana

- | | |
|--|--|
| <input type="checkbox"/> Commercial HMO | <input type="checkbox"/> Medicare HMO |
| <input type="checkbox"/> Commercial POS | <input type="checkbox"/> Medicare POS |
| <input type="checkbox"/> Commercial EPO | <input type="checkbox"/> Medicare PPO |
| <input type="checkbox"/> Commercial PPO | <input type="checkbox"/> Medicaid HMO |
| <input type="checkbox"/> Traditional Plans | <input type="checkbox"/> Choices Discount Programs |

Please sign and return this Addendum to WholeHealth Networks, Inc. (WHN). Your application is considered incomplete until WHN has a copy of this signed Addendum.

WholeHealth Networks, Inc.
1445 S Spectrum Blvd.
Chandler, AZ 85286
Fax 888-492-1027

Provider Printed Name

Provider Signature

Date