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**WHOLEHEALTH NETWORKS, INC. PARTICIPATING SPA AGREEMENT
 CERTIFICATE OF PARTICIPATION FOR CHOICES PROGRAMS**

SPA LOCATION:			
Spa Name:			
Address:			
City, County, State, Zip:			
Facility Phone:		Fax Number:	
Facility Contact:		Title:	
Website:		Email:	

HOURS OF OPERATION							
	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Open							
Close							

LANGUAGE
What non-English languages are fluently spoken by Spa staff? Please list _____ _____

DEFINITIONS
<ol style="list-style-type: none"> Choices Program means a discount cash payment arrangement where the Spa agrees to provide Participants in WHN contracted Choices programs access to the Facility's services at a specific discount % off the Spa's Published Fee Schedule. The Spa has specified a discount within the range of 10% to 50% on specified services or membership packages. This discount is to be offered to all Participants in all WHN contracted Group Choices programs, for which WHN provides notice to Spa. Participants simply show the Spa their membership card, Group ID card or WHN discount card to receive the discount. Payment for services, after the discount, is the complete responsibility of the Participant. This program does not apply to any health services billed to insurance or governmental programs. Published Fee Schedule means the current retail or non-discounted fee schedule that applies to the Spa's services, and/or amenities, including group package rates, to the general public. Unrestricted Business License means that the Spa's business license registration is valid and is not subject to stipulations, practice limitations, probationary periods, temporary supervision requirements, or other limitations.

THE SERVICES/AMENITIES OFFERED BY SPA

Please provide a schedule of all membership, enrollment, initiation and service fees collected by the Spa. WHN understands that fees are subject to change. WHN reserves the right to request current fee information at any time during the term of this agreement.

Classes	Fee
Aerobics	\$
Aquatic Exercise	\$
Boxercise	\$
Body Strengthening / Sculpting	\$
Pilates	\$
Boxercise	\$
Yoga	\$
Kickboxing	\$
Qi gong	\$
Meditation	\$
Alexander	\$
Massage Types	Fee
Swedish	\$
Aromatherapy	\$
Sports	\$
Deep Tissue	\$
Neuromuscular	\$
PreNatal	\$
Hot Stone	\$
Therapeutic	\$
Infant / Child Massage	\$
Crystal Massage	\$
Practitioner Services	Fee
Chiropractic	\$
Physical Therapy	\$
Nutritional Counseling	\$
Personal Training	\$
Acupuncture	\$

Spa Services	Fee
Manicure	\$
Pedicure	\$
Peels/Scrubs	\$
Facials Treatments	\$
Beauty Salon	\$
Body Waxing	\$
Outdoor Pool	\$
Indoor Pool	\$
Sauna	\$
Exfoliation Treatment	\$
Body Treatments	\$
Spa Day Packages	\$
Artificial Nails	\$
Bridal Services	\$
Cosmetic Makeup	\$
Permanent Makeup	\$
Electrolysis	\$
Water Therapies	\$
Steam Room	\$
Self-Tanning	\$
Scalp Treatments	\$
Types of Therapies	Fee
Ayurveda	\$
Cranial-Sacral Therapy	\$
Feldenkrais	\$
Hellerwork	\$
Tragerwork	\$
Watsu	\$
Jim Shin Jyutsu	\$
Reiki	\$
Rolfing	\$
Acupressure	\$

TERMS AND CONDITIONS OF PARTICIPATION

1. Spa agrees to cooperate with WHN's Quality Management programs. The Operation Quality Committee is responsible for evaluating a Facility's professional performance record while participating in the Network. It may review fees, quality of service, and administrative complaints and/or audit the services of the Spa under this Agreement. It may impose sanctions and determine if the Spa meets network standards for ongoing membership and participation in WHN programs. WHN maintains a grievance and appeal process for decisions adversely affecting the Spa's eligibility for participation in Group plans.
2. Spa represents and warrants that the information provided to WHN including, but not limited to, the information attested to in each Spa's application and practice profile updates is true, complete, and current.
3. Failure to honor the contracted discounts, or inconsistent application of the Published Fee Schedules, or failure to inform WHN of changes in Spa status will be considered a breach of this agreement. WHN will accept changes in the Published Fee Schedules every six months. Failure to comply with Quality Management investigations, and/or submission of false information are grounds for termination.
4. WHN agrees to indemnify, defend, and hold Spa 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 Spa or its agents, contractors, servants or employees of Spa. Spa agrees to defend, indemnify and hold WHN and contracting Groups 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 Facility or its agents, contractors, servants or employees of Spa 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.

PARTICIPATION REQUIREMENTS

Professional Standards:

- Spa agrees that for relevant services offered; at least one practitioner who meets WHN network credentialing standards for those individual healthcare related services will be qualified for listing as an WHN network provider and will be on premises during hours of operation of the specified individual healthcare related services (e.g., chiropractic, massage, nutrition, etc). An WHN Participating Practitioner Choices Application must be completed by each qualified individual for the healthcare related service to be listed as a qualified service.
- Spa agrees that at least one practitioner/professional who meets WHN network credentialing standards for individual or group wellness, education, and training services will be qualified for listing as an WHN network provider and will be on staff for providing oversight of scheduled individual and group services (e.g., personal trainers, yoga & tai chi instructors, etc.). An WHN Participating Practitioner Choices Application must be completed by each qualified individual for health and wellness related services to be listed as a qualified service.

Liability / Insurance:

- All Spas agree that professional staff employed or contracted to work at the Spa will maintain current and extended professional liability insurance as deemed appropriate by the state in which the Spa operates.
- Spa agrees to maintain premises liability and business liability insurance.

PLEASE ATTACH A COPY OF THE SPA LIABILITY POLICY FACE SHEET

Years In Service / Operation Service:

- All Spas are required to have been in service/operation for a minimum of 12 months. If the Spa has not been in operation for 12 months, please indicate the date the Spa opened for service/operation. _____
- If the Spa is a new location for an established business entity indicate prior dates of operation of established business entity in the requested state or regions _____

Business Licenses and Regulatory Permits:

All Spas must hold an active business license and meet regulatory standards in the state and jurisdiction in which the Spa operates covering all aspects of services offered such as exercise, recreational safety, health, beauty, and food service, and occupational health and safety requirements.

PLEASE ATTACH A CURRENT COPY OF THE SPA BUSINESS LICENSES AND PERMITS

Client Services:

- Spa staff must speak fluent English or have access to an interpreter.
- Spa must agree to maintain a verification of current CPR training of relevant staff personnel.

Operational Standards: Spa agrees to operate in accordance with WHN standards as follow:

- Membership/Services will be made available to persons of all races, creeds, and nationalities and be in compliance with ADA standards for public facilities.
- Spa will abide by all local, state, and federal Consumer Protection legislations as well as all other applicable laws.
- Spa will follow OSHA safety standards.
- Spa will not engage in unethical, deceptive, or misleading sales tactics.
- Spa will maintain current knowledge of new issues, programs, and developments within the fitness industry.
- Spa will, as appropriate, provide public service programs in the community to expand the awareness of the benefits of regular exercise and wellness activities.
- Spa will employ staff that is efficient, professional, and courteous.
- Spa will respond to and resolve, within 45 days, any consumer complaints brought against it by the Better Business Bureau, by any local, state, or federal Consumer Protection Agency, or similar agencies.

DISCOUNT AGREEMENT

As a Spa Representative, I hereby agree to extend a _____% (10-50%) discount from the (1) specified services, or (2) packages, as published and provided to WHN, to WHN Choices Program participants referred to the Spa. If the above area is left blank, WHN will assume a 25% discount is to be extended to all Choices Program members. Please specify the services or packages you wish to offer the discount on: _____

I understand that, by agreeing to participate, WHN will identify my Facility in Group-specific online and offline directories to members seeking services under WHN Choices Group client contracts. I understand that certain WHN Group clients may only accept affiliates who offer 20% or more discount levels to their beneficiaries. Spa listings in the online directories will be prioritized by discount level and include Spa name, service(s), discount level and the Spa profile.

I, _____, ("Spa Representative"), on behalf of _____, ("Spa"), hereby tender this Certificate of Participation in WHN upon the terms and conditions set forth in this WHN Participating Agreement. With this Certificate, Facility agrees to serve as a participating Facility member of WHN for all Choices Programs, and hereby specifically authorizes and appoints WHN to act on its behalf to contract for the provision of discounted cash services for WHN Choices Programs. I hereby attest, on behalf of this Facility, to meeting the Network standards for business operations as outlined in the Terms and Conditions, and Participation Requirements sections of this document.

Spa Printed Name

Authorized Representative Signature

Title

Authorized Representative Printed Name

Date

Checklist for returning application and contract:

- ⑨ Please visit our professional website www.wholehealthpro.com and view and update your practice profile that will appear to the public as part of the WHN Choices Programs. Contact the WHN office if you need help in updating your profile information or completing this application: 1-800-274-7526.
- ⑨ Copy of Spa Business Licenses and Permits
- ⑨ Copy of Spa Liability Policy Face Sheet
- ⑨ Published Fee Schedule or Brochure