

PARTICIPATING PROVIDER AGREEMENT

THIS AGREEMENT, effective as of the date executed below and here _____, is entered into by and between **The Acupuncture Health Network**, (NETWORK), with principal offices located at 1601 Clint Moore Road, Suite 182, Boca Raton, FL 33487, and the Provider whose signature and principal address appear on page 5 of this Agreement.

WHEREAS, on behalf of various organizations, which may include marketing companies, self-insured employers, union welfare funds, third party administrators, insurance carriers, discount medical plan organizations and self-pay patients (Clients), who administer self-pay programs, self-insured programs, high deductible fully insured programs, and other such payment arrangements for insured's, members, associates and/or consumers (Participants), NETWORK has established a network of Providers who have agreed to render care to Participants in exchange for reimbursement, at discounted negotiated rates, at the time of service; and in no case will the discount be less than 10% of the current published rate.

WHEREAS, NETWORK, on behalf of its Clients, wants to establish a provider relationship with Provider, and Provider wants to provide professional services in accordance with the terms of this Agreement;

THEREFORE, in consideration of the foregoing and of the mutual covenants, promises and undertakings herein, and intending to be legally bound hereby, the parties agree as follows:

A. DEFINITIONS

1. Benefit Plan or Benefit Program: A contract, policy, or other written agreement between the Client and its Participants which describes the benefits, including the negotiated price for services to be made available to Participants by NETWORK and its Providers.
2. Client: An employer, insurance carrier, marketing company, association, discount medical plan organization, or other entity that administers, as applicable, one or more Benefit Plans and which has contracted with NETWORK on behalf of one or more such Benefit Plan to enable Participants to have access to health care providers at a reduced fee in exchange for payment at the time of service.
3. Contract Rates: The rates of reimbursement for health care services rendered to Participants as set forth in Exhibit II of this Agreement.
4. Participant (Eligible Person): A person who is entitled to the contracted rate given by the Provider under this Agreement and who has satisfied the eligibility requirements under the Client's Program and who presents to the Provider, at time of service, an identification card indicating the person or person's eligible dependant is an active participant in the plan or program.
5. Billed Charge: The current, active, prevailing fee charged by the Provider for the Health Care service rendered and which is no different than the billed amount charged to any patient seeking the same or similar service in the absence of any existing negotiated agreement with a third party payor.

B. RIGHTS AND OBLIGATIONS OF THE PROVIDER

1. Application and Credentials

- a. Provider shall comply with all laws relating to furnishing professional services to Participants and maintain in effect all licenses, registrations, permits, and other governmental approvals which may from time to time be necessary for that purpose.
- b. Provider agrees to notify NETWORK within five business days of any material change in Provider's credentials, including but not limited to knowledge of the occurrence of any of the following:
 - (i) The revocation, restriction, termination, or voluntary relinquishment of any of the licenses, certifications, or accreditation's required to practice medicine; or
 - (ii) The imposition of any disciplinary action, including censure and reprimand, by any State licensing board; or
 - (iii) Any final disposition or settlement of any legal action against Provider for professional negligence; or
 - (iv) Any conviction for any criminal charge except for minor traffic infractions; or
 - (v) Any lapse, termination nor material change in the liability insurance coverage required by this Agreement; or
 - (vi) Any restriction, suspension, revocation, or voluntary relinquishment of staff membership or clinical privileges at any health care facility; or
 - (vii) The existence of an impairment of the Provider's ability to provide professional services caused by alcohol, drugs, or physical or mental disability; or
 - (viii) Conduct which has harmed or endangers the health or welfare of the patient.
- c. Provider agrees to sign patients up monthly. In the event the provider does not sign up any new patients within a 30 day period, the providers account will be deemed "inactive" and shall remain as such until the provider is able to sign up new patients.

2. Provision of Services

- a. Provider shall be solely responsible for the professional advice and treatment rendered to Participants pursuant to this Agreement, and NETWORK disclaims any liability with respect to such matters.
 - b. Provider shall provide covered professional services to all presenting Participants in accordance with community standards, consistent with Provider's training and expertise, and within the manner which services are provided by Provider to other patients, without discrimination based upon sex, race, color, religion, marital status, sexual orientation, age, ancestry, or national origin.
3. Insurance: Provider shall maintain professional liability insurance covering the Provider against claims arising out of the services to be performed hereunder in the minimum amounts required by law or, in the absence of statutory requirements, no less than \$1,000,000 per occurrence and \$3,000,000 per annual aggregate. Provider shall maintain a copy of such certificate(s) insurance on file with NETWORK and to have THE ACUPUNCTURE HEALTH NETWORK named as an additional insured or certificate holder. Provider agrees to notify NETWORK in writing within thirty days of any cancellation, non-renewal, or material change in such coverage.
4. Grievance Procedures: Provider shall cooperate with any grievance procedures or programs sponsored by NETWORK, Clients, or their designees. Provider shall notify NETWORK promptly upon knowledge of any dispute, complaint, or grievance relating to patient care or other disputes involving NETWORK, its Clients, their designees, or Participants.

C. RIGHTS AND OBLIGATIONS OF NETWORK

1. Limitations NETWORK's duties are limited to those specifically set forth herein. NETWORK does not determine benefit availability for Participants under Client's Benefit Programs. NETWORK is

not liable for reimbursement of Provider for services rendered pursuant to this Agreement, and does not exercise any control with respect to Clients' Benefit Programs assets, policies, practices procedures, or payment of claims.

2. Right to Suspend and Remove NETWORK reserves the right to suspend and remove from its directories any Provider to whom any of the events described in Section B (1.b) of this Agreement has occurred, or is alleged to have occurred and is under investigation. NETWORK shall notify Provider of the suspension and/or removal.

D. FEES & PAYMENTS

1. Provider shall reduce total charge for any services rendered in the Provider's office to that listed on the Fee Schedule (Exhibit II), but in no event less than ten per cent (10%) of the then prevailing fee for such service.
2. Patient must pay 100% of the reduced charge at the time of service. If the patient is unwilling or unable to pay 100% of the reduced charges at the time of service, the charges may revert to the Providers billed charges. The Provider, at his or her option, may make other payment arrangements with the Participant. In no circumstance, under the terms of this Agreement, may NETWORK or any Client, other than the Participant make payment for services rendered.
3. Provider shall not balance bill the patient for the difference between the billed amount and the discount or reduced fee applicable under this Agreement. Provider understands that the Client is only responsible for payment of the reduced fee at the time of service.
4. With respect to services rendered during the term of this Agreement, the rights and obligations set forth in this Section shall survive the termination of the Agreement.

E. TERM AND TERMINATION

1. Term: This Agreement shall be effective for two (2) years from the Effective Date indicated above, and, thereafter shall renew automatically for consecutive two-year terms. There is no cost for the provider to join or renew at any time.
2. Termination
 - a. Either party may terminate this Agreement at the end of a term that is in progress by giving the other party written notice of the termination at least 120 days prior to the end of the term in progress, and such termination shall be effective on the first day of the first month following the end of the term then in progress.
 - b. Either party may terminate the Agreement for cause due to material breach by giving ninety days advance written notice. The notice of termination for cause will not be effective if the breaching party cures the breach within the thirty-day notice period.
3. Effect of Termination

Upon termination of the Agreement, Provider shall be responsible for arranging the orderly transfer of all Participants under Provider's care to another Provider. Provider shall make best efforts to transfer care to another NETWORK Provider, unless as described in B (3), such transfer is impracticable. Provider shall be reimbursed in accordance with the terms of this Agreement for services rendered until transfer. If Provider is an Obstetrician or Certified Nurse Midwife and, as a result of termination of this Agreement, cannot continue care through the conclusion of a Participant's pregnancy, Provider, upon informing Participant, Client and NETWORK, shall be entitled only to a pro-rated portion of the fee based upon services rendered prior to transfer. The obligations set forth in this provision shall survive the termination of this Agreement.

F. NOTICES

Any notice required or given under this Agreement shall be in writing and delivered in person, sent by certified or registered mail, return receipt requested, or next day mail or courier, and addressed to the other party at the address set forth below, or at such other address as the party

may designate in writing. Notices delivered in person or sent by next day mail or courier shall be deemed to have been given on the day actually received. Notices sent by registered or certified mail shall be deemed to have been given on the earlier of the third day after the date such notice was sent or the day actually received; provided however that if such day falls on a weekend or legal holiday, receipt shall be deemed to occur on the business day following such weekend or legal holiday.

G. ASSIGNMENT

The rights and duties of either party shall not be transferred or assigned in whole or in part without the prior written consent of the other; provided however that either party may assign this Agreement to a present or future affiliate, subsidiary or successor in interest who succeeds to all or substantially all of the assets and operations of such party. Such consent shall not be unreasonably withheld.

H. FORCE MAJEURE

Neither party shall be responsible for delays or failures of performance resulting from acts beyond the control of such party. Such acts include, but are not limited to, acts of nature, strikes, lockouts, riots, acts of war, epidemics, government regulations imposed after the effective date hereof, fire, communication line failures, power failures, earthquakes or other disasters.

I. OWNERSHIP

Provider acknowledges that all right, title and interest in and to the proprietary concepts, methods, techniques, processes, adaptations and ideas that pertain to NETWORK's First Access patent pending repricing system or any derivative work associated therewith (collectively, "Proprietary Information") shall remain with NETWORK. Provider acknowledges that the Proprietary Information was developed or acquired by NETWORK through the expenditure of substantial time and expense, and Provider agrees, that without the prior written consent of NETWORK, it shall not copy or otherwise reproduce, misappropriate, distribute, disclose, transfer or use any Proprietary Information except as expressly contemplated in this Agreement.

J. COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which taken together shall constitute one and the same instrument.

K. SEVERABILITY

Should any provision of this Agreement be adjudged unlawful or invalid by any court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

L. ATTORNEY'S FEES

In the event of any action or threatened action between the parties to enforce the terms of this Agreement, in addition to any other relief it may be awarded, the prevailing party shall be entitled to be reimbursed by the other party for the prevailing party's costs incurred in connection therewith, including but not limited to legal and expert witness fees.

M. DISPUTES

Notwithstanding other provisions contained herein, NETWORK and the Provider agree to make every good faith effort possible to settle any dispute, not subject to prevailing regulatory authority, regarding the performance by either party to the terms and conditions contained herein. In the event such dispute cannot be settled in such manner each party agrees to submit to binding



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arbitration according to the rules and guidelines of the American Arbitration Association. The parties agree that the location of such arbitration, if required, will be Palm Beach County, Florida unless an alternative is mutually selected.

N. ARTICLE HEADINGS

The Article headings included in this Agreement are for the convenience of the parties only and shall not affect the construction or interpretation of this Agreement.

O. ENTIRE AGREEMENT

This Agreement contains the entire agreement and understanding of the parties' subject matter hereof and shall supersede any and all prior and concurrent agreements, whether oral or written, between the parties regarding the subject matter hereof. The parties acknowledge and agree that neither of them has made any representations with respect to the subject matter of this Agreement, or any representation inducing the execution and delivery hereof except such representations as are specifically set forth herein, and each of the parties hereto acknowledges that it has relied on its own judgment in entering into the same.

P. AUTHORITY

Each person signing this Agreement on behalf of a party hereto represents that he or she is duly authorized to do so on behalf of such party and that such party has taken all necessary action in order to be bound by the terms hereof.

Q. GOVERNING LAW

This Agreement shall be governed by laws of the state in which the Provider performs services under this Agreement.

THIS SPACE INTENTIONALLY BLANK

THIS PAGE IS FOR SIGNATURE ONLY

Provider:

Printed Name

Signature

Specialty

TIN/EIN

Street Address

City, State, Zip

E-Mail Address

Telephone & Fax #



**IT IS ABSOLUTELY MANDATORY TO INCLUDE
State License and Malpractice Certificate**

ACCEPTED BY & FOR NETWORK:

Printed Name

Title

Signature

Date

This Agreement, its attachments and exhibits must be returned to NETWORK prior to inclusion into the network.

**EXHIBIT ONE
PARTICIPATING PROVIDER DATA**

Providers Name	
Gender	
Practice Name	
Provider Social or Practice TIN	
Office Location (Street)*	
Office (City, State, Zip)	
Office Phone	
Office Fax	
Email	
Website	
Languages Spoken	
Acupuncture School	
State License Number	
Date Licensed	
Malpractice Carrier & Policy Number	
Policy Expiration Date	
Attached Documents	<i>I understand that I cannot participate in the NETWORK program unless and until I submit a copy of my valid license to practice and a copy of my active and in-force malpractice insurance certificate with an acknowledgement that "ACUPUNCTURE HEALTH NETWORK" is an additional certificate holder. There are no known pending malpractice claims at this time. (If there is please explain on a separate sheet and initial here). Please note that we cannot approve your status as a network provider until this is completed.</i>

***If you have more than one practice location, please complete a form for each. If there is more than one doctor practicing at your location, please complete a form for each.**

Print Name	
Sign Name (no stamps)	
Date	

**EXHIBIT TWO
REIMBURSEMENT SCHEDULE**

This Reimbursement Schedule becomes part of the Participation Agreement between the Acupuncture Health Network LLC, on behalf of its members, and the Participating Provider as defined herein and who has completed Exhibit One of this Agreement and affixed his signature to the Agreement and its Exhibits.

The Provider will accept, as payment in full for the services rendered and described herein, the amount shown or provide the discounts described below, effective the date of the Providers inclusion in the NETWORK. This schedule applies only when payment is received at the time services are rendered and when there is no third party payor (including Medicare or Medicaid). The provider may, at his discretion, accept alternate payment arrangement. In such case, the provider is not obligated to adhere to this schedule but may do so at his sole option. The Provider further agrees not to balance bill any NETWORK member for the difference between billed charges and the fee schedule below.

This fee schedule shall remain in force until such time at it adjusted by mutual agreement between the Provider and NETWORK or this Agreement between NETWORK and the Provider is terminated. Any and all services rendered while this Agreement is in force are subject to the fee schedule contained herein.

<p style="text-align: center;">Service</p> <p style="text-align: center;">Annual Membership Fee: _____</p>	<p style="text-align: center;">Inclusive Fee for NETWORK Members</p>
99201 – Initial Eval/Mgmnt – 10 minutes face to face (self-limited or minor severity)	
99202 – Initial Eval/Mgmnt – 20 minutes face to face (low to moderate severity)	
99203 – Initial Eval/Mgmnt – 30 minutes face to face (moderate severity)	
99204 – Initial Eval/Mgmnt – 45 minutes face to face (moderate to high severity)	
99211 – Follow Up Eval/Mgmnt – 5 minutes face to face (minimal severity)	
99212 – Follow Up Eval/Mgmnt – 10 minutes face to face (self-limited or minor severity)	
99213 – Follow Up Eval/Mgmnt – 15 minutes face to face (low to moderate severity)	
99214 – Follow Up Eval/Mgmnt – 25 minutes face to face (moderate to high severity)	
97010 – Hot / Cold Packs	
97026 – Infrared / TDP Lamp	
97035 – Ultrasound	*
97110 – Therapeutic Exercises	
97112 – Neuromuscular Re-education	
97140 – Manual Therapies	
97810 – Acupuncture 1 or More Needles w/o E. Stim	
97811 – Acupuncture Re-Insertion additional 15 minutes w/o E. Stim	
97813 – Acupuncture 1 or More Needles <i>with</i> E. Stim	
97814 – Acupuncture Re-Insertion additional 15 minutes <i>with</i> E. Stim	
20552 – Injection / Single or Multiple Muscles 1-2 points	
20553 – Injection / Single or Multiple Muscles 3+ points	
S8930 – E. Stim of Auricular Acupuncture Points – 15 minutes	
Additional Codes Not Listed	
Additional Codes Note Listed	



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*Billed charges are those posted and set by the provider for professional services rendered in the community he or she serves and without regard participation or reimbursement by a third party in the payment of charges for such services rendered. Please indicate the inclusive fee (for any and all services outlined above) you will charge your patients here \$_____ and in the highlighted area on the previous page and also indicate the specific annual membership fee here \$_____.

If offering multiple fees or plans please fill out pages 7 & 8 for each fee / plan.

Accepted by the Provider:

Provider Name Printed	
Provider Signature (no stamp)	
Date	