



VIBRA HEALTH PLAN, INC.

PHYSICIAN PARTICIPATION AGREEMENT

This Physician Participation Agreement ("Agreement") is made and entered into by and between the party named on the signature page below (hereinafter referred to as "Physician") and Vibra Health Plan, Inc. and its affiliates that underwrite or administer health benefits plans (hereinafter referred to as "VHP"). Physician agrees to provide or arrange for professional medical service and/or related health care services to individuals designated by VHP (herein referred to as "Members") as Members covered under a self-funded or fully insured health benefits plan.

WHEREAS, VHP has, based on goals of quality, access and cost, established a physician network and wishes to maintain a panel of Physicians eligible to provide health care services to Members enrolled in VHP and;

WHEREAS, Physician accepts these goals and wishes to be included in a limited panel of preferred providers affiliated with VHP and;

WHEREAS, Physician is able to provide health care services to Members enrolled in VHP and;

WHEREAS, VHP retains the right, to determine Members eligible for programs that utilize the coverage under the VHP network and to reimburse Physician under contract provisions pertaining to the VHP network and VHP program(s) and;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, VHP and Physician agree as follows:

1. EFFECTIVE DATE

This Agreement shall become effective on the Effective Date as referenced on the Signature Document hereof. The Agreement shall remain binding until terminated pursuant to the termination provisions of this Agreement.

2. DEFINITIONS

The terms included herein shall have the meaning required by law to be applicable to VHP and Provider under the terms of VHP's contract with Centers for Medicare and Medicaid Services ("CMS") and the regulations promulgated in Title 42 CFR Parts 422 and 423.

2.1 Agreement. This document, and any Attachments or addenda including the Physician's application for participation, VHP's Provider Manual ("Provider Manual"), which is incorporated by reference herein, and such other documents and modifications as may be made pursuant to this document.

2.2 VHP Members (Members). A designated individual entitled to receive coverage for certain health care services under the terms of the Benefit Contract.

2.3 Qualified Medicare Beneficiary (QMB). An individual entitled to and duly enrolled in Medicare.

2.4 VHP Provider Manual (Provider Manual). Comprehensive guidelines and policies and procedures as established and published by VHP for Participating Providers.

2.5 Clean Claim. A claim that: (1) has no defect, impropriety, lack of any VHP required substantiating documentation or particular circumstance requiring special treatment that prevents timely payment; and (2) otherwise conforms to the clean claim requirements for equivalent claims under original Medicare.

2.6 **Cost Share.** An amount due from Member as his or her portion of total compensation due to Physician for rendering Covered Services. As used herein the term Cost Share shall be inclusive of any fixed dollar copayments per service, percentage co-insurance amounts per service or deductible amounts payable by Member before VHP assumes financial liability for payment of a Covered Service.

2.7 **Covered Services.** Those health care services rendered to a Member for which VHP shall provide coverage and payment in accordance with the terms of the Benefit Contract and this Agreement.

2.8 **Medical Necessity (Medically Necessary).** Unless otherwise defined by applicable law, shall mean health care services that a physician, exercising prudent clinical judgment, would provide to a patient for the purpose of preventing, evaluating, diagnosing or treating an illness, injury, disease or its symptoms, and that are (a) in accordance with generally accepted standards of medical practice; (b) clinically appropriate, in terms of type, frequency, extent, site and duration, and considered effective for the patient's illness, injury or disease; and (c) not primarily for the convenience of the patient, physician, or other health care provider, and not more costly than an alternative service or sequence of services at least as likely to produce equivalent therapeutic or diagnostic results as to the diagnosis or treatment of that patient's illness, injury or disease. For these purposes, "generally accepted standards of medical practice" means standards that are based on credible scientific evidence published in peer-reviewed medical literature generally recognized by the relevant medical community, physician specialty society recommendations and the views of Physicians practicing in relevant clinical areas and any other relevant factors.

2.9 **Benefit Contract.** An individual contract between a Member and VHP or between an employer group or other entity and VHP under which a Member is entitled to receive Covered Services as described in the applicable Evidence of Coverage ("EOC") document and/or Summary of Benefits ("SB") document.

2.10 **The Centers for Medicare and Medicaid Services (CMS)**

2.11 **The Department of Health and Human Services (HHS)**

2.12 **Participating Provider or (Physician).** (1) Any individual who is engaged in the delivery of health care services for Members in VHP's network and is licensed or certified by the state to engage in that activity in the state; and (2) Any entity that is engaged in the delivery of health care services for Members in VHP's network and is licensed or certified to deliver those services if such licensing or certification is required by state law or regulation. In order to facilitate this Agreement please complete the *Physician Listing Attachment 5*.

2.13 **Risk Adjustment Data.** All data that is used in the application of a risk adjustment payment model.

3. RELATIONSHIP OF THE PARTIES

3.1 In performance of their respective duties and obligations hereunder, VHP and Physician, and Physician's respective employees and agents, are at all times acting and performing as independent contractors, and neither party, nor their respective employees and agents, shall be considered the partner, agent, servant, employee of, or joint venture with, the other party. Unless otherwise agreed to herein, the parties acknowledge and agree that neither Physician nor VHP will be liable for the activities of the other nor the agents and employees of the other, including but not limited to, any liabilities, losses, damages, suits, actions, fines, penalties, claims or demands of any kind or nature by or on behalf of any person, party or governmental authority arising out of or in connection with: (i) any failure to perform any of the agreements, terms, covenants or conditions of this Agreement; (ii) any negligent act or omission or other misconduct; (iii) the failure to comply with any applicable laws, rules or regulations; or (iv) any accident, injury or damage to persons or property. Notwithstanding anything to the contrary contained herein, Physician further agrees to and hereby does indemnify, defend and hold harmless VHP from any and all claims, judgments, costs, liabilities, damages and expenses whatsoever, including reasonable attorneys' fees, arising from any acts or omissions in the provision by Physician of health care services to Members. This provision shall survive termination or expiration of this Agreement.

3.2 Except as is otherwise specifically provided in this Agreement, the parties have not created and do not intend to create by this Agreement any rights in other parties as third-party beneficiaries of this Agreement, including, without limitation, Members.

4. SCOPE OF AGREEMENT

4.1 This Agreement sets forth the rights, responsibilities, terms and conditions governing: (i) the status of Physician and Physician's employees, subcontractors and/or independent contractors who are licensed as health care providers providing health care services; and (ii) Physician's provision of health care services (hereinafter referred to as "Physician Services") to

Members. All terms and conditions of this Agreement which are applicable to "Physician" are equally applicable to each Participating Provider, unless the context requires otherwise.

4.2 Physician shall provide directly, or through appropriate agreements with physicians and other licensed health care professionals and/or providers, Physician Services for Members. It is understood and agreed that Physician shall maintain written agreements with Participating Providers, if any, in a form comparable to, and consistent with, the terms and conditions established in this Agreement. Physician's downstream provider agreements, if any, shall include terms and conditions which comply with all applicable requirements for provider agreements under state and federal laws, rules and regulations. In the event of a conflict between the language of the downstream provider agreements and this Agreement, the language in this Agreement shall control.

4.3 Physician represents and warrants that he/she is authorized to negotiate terms and conditions of provider agreements, including this Agreement, and further to execute such agreements for and on behalf of itself and its Participating Providers. Physician further represents and warrants that Participating Providers will abide by the terms and conditions of this Agreement, including each of Physicians employed, subcontracted or independently contracted physicians in the event Physician is organized and providing services hereunder as a group practice. The parties acknowledge and agree that nothing contained in this Agreement is intended to interfere with or hinder communications between Physician and Members regarding the Members' Medical conditions or treatment options, and Physician acknowledges that all patient care and related decisions are the sole responsibility of Physician and VHP does not dictate or control clinical decisions with respect to the medical care or treatment of Members.

4.4 Physician agrees to abide by all of the terms and conditions set forth in the Agreement, and to abide by all VHP policies and procedures established and revised from time to time by VHP including, but not limited to, quality assurance, quality improvement, risk management, utilization management, credentialing and recredentialing, and grievances/appeals.

4.5 Physician shall provide VHP written notice for each additional Participating Provider who is a physician and who is employed, subcontracted or independently contracted with Physician prior to the provision of services by such Participating Provider to Members. Such Participating Providers, if any, who do not notify VHP may not participate under this Agreement and may not be listed in VHP's provider directories. Physicians must also be credentialed prior to providing medical services to VHP members.

4.6 Physician acknowledges and agrees that with respect to self-funded groups, unless otherwise provided herein, VHP's responsibilities hereunder are limited to administration and not the financing of health insurance.

4.7 From time to time during the term of this Agreement, VHP may develop or implement new products. Should VHP offer participation in any such new product to Physician, Physician shall be provided with ninety (90) days' written notice prior to the implementation of such new product. If Physician does not object in writing to its participation in such new product within such ninety (90) day notice period, Physician shall be deemed to have accepted participation in the new product. In the event Physician objects to its participation in a new product, the parties shall confer in good faith to reach agreement on the terms of Physician's participation. If agreement on such new product cannot be reached, such new product shall not apply to this Agreement. VHP may in its discretion, establish, develop, manage and market provider networks in which Physician may not be selected to participate.

5. PHYSICIAN ACQUISITION

5.1 This Section 5.1 applies to any Physician acquisition through any means including, but not limited to, asset or stock purchase, merger, or consolidation (collectively, "Acquisition") of an ownership interest in a facility or other provider of whatever type or construction including, but not limited to, a (i) hospital, (ii) free standing ambulatory surgery center, (iii) radiology center, (iv) sleep center; or (v) physician, physician group, Independent Practice Association or Physician Hospital Organization (collectively, "Entity"). In the event of Physician's Acquisition of an Entity and such Entity has an agreement in effect with VHP for the provision of health care services, then such Entity shall not become a participating provider with VHP under this Agreement but, rather, the existing separate agreement between VHP and such Entity will control for its duration. Furthermore, Physician shall not exercise any termination or nonrenewal right which may exist in the agreement between VHP and such Entity for a period of twelve (12) months subsequent to the effective date Physician acquires its ownership interest in such Entity.

5.2 In the event Physician's ownership, separate existence or entity construction (e.g., corporation, limited liability company, etc.) is altered or affected in any way as a result of acquisition, merger, consolidation or through any other means whatsoever (including, but not limited to, being merged into an affiliated entity), then this Agreement shall continue to control with respect to Physician's provision of health care services to VHP's Members, notwithstanding any contrary outcome which may otherwise be allowed or required by law. Furthermore, Physician agrees that it shall not exercise any

termination or nonrenewal right which may otherwise exist in this Agreement for a period of twelve (12) months subsequent to the effective date of such transaction event.

6. ASSIGNMENT AND DELEGATION

6.1 The assignment by Physician of this Agreement or any interest hereunder shall require notice to and the prior written consent of VHP. As used in this paragraph, the term "assignment" shall also include a change of control in Physician's practice by merger, consolidation, transfer, or the sale of fifty-one (51%) or more stock or other ownership interest in Physician's practice. Any attempt by Physician to assign this Agreement or any interest hereunder without complying with the terms of this paragraph shall be void and of no effect, and VHP, at its option, may elect to terminate this Agreement upon thirty (30) days written notice to Physician, without any further liability or obligation to Physician. VHP may assign this Agreement in whole or in part to any purchaser of or successor to the assets or operations of VHP, or to any affiliate of VHP, provided that the assignee agrees to assume VHP's obligations under this Agreement.

7. USE OF PHYSICIAN'S NAME

7.1 VHP may include the following information in any and all marketing and administrative materials published or distributed in any medium: Physician's name, telephone number, address, office hours, type of practice or specialty, hospital affiliation, internet web-site address, and the names of Participating Providers, including physicians providing care at Physician's office, and hospital affiliation, board certification, other education and training history, if applicable, quality and cost information of Participating Providers. VHP will provide Physician with access to such information or copies of such administrative or marketing materials upon request.

7.2 Physician may advertise or utilize marketing materials, logos, trade names, service marks, or other materials created or owned by VHP after obtaining VHP's written consent. Physician shall not acquire any right or title in or to such materials as a result of such permissive use.

7.3 Physician agrees to allow VHP to distribute a public announcement of Physician's affiliation with VHP. Physician shall have the opportunity to approve the public announcement. Physician approval shall not be unreasonably withheld.

8. SERVICES TO MEMBERS

8.1 Subject at all times to the terms of this Agreement, Physician agrees to provide Physician Services and to or arrange for professional medical service and/or related health care services to VHP Members with an identification card or other means of identifying them as Members covered under a self-funded or fully insured health benefits plan to which Physician has agreed to participate as set forth in the *Product Participation List in Attachment 1*.

8.2 Physician agrees to provide health care services to individuals covered under other third-party payors' (hereinafter referred to as "Payor" or "Payors") health benefits contracts (hereinafter referred to as "Plan" or "Plans") and agrees to comply with such Payors' policies and procedures. For Covered Services rendered to such individuals, Physician acknowledges and agrees that all rights and responsibilities arising with respect to benefits to such individuals shall be subject to the terms of the Payor Plan covering such individuals. Individuals covered under such Plans will have an identification card as a means of identifying the Payor Plan which provides coverage.

8.3 For Covered Services provided to those individuals identified in Section 8.2 above, Payor will make payments for Covered Services directly to Physician in accordance with the terms and conditions of this Agreement and the rates set forth in the *Payment Terms Attachment 2* applicable to the Plan type of such individual. Physician agrees that in no event, including, but not limited to, nonpayment by Payor, or Payor's insolvency, shall Physician bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from, or have any recourse against VHP for services provided by Physician to Plans' members. This provision shall not prohibit collection by Physician from Plans' members for non-covered services and/or member cost share amounts in accordance with the terms of the applicable member Plan. All obligations of Physician under this Agreement with respect to VHP's Members shall equally apply to the individuals identified in Section 8.2 above.

9. PROVISION OF MEDICAL SERVICES

9.1 Physician shall provide Members all available health care services within the normal scope of and in accordance with Physician's licenses and certifications. Physician agrees to comply with all requests for information related to Physician's qualifications in connection with VHP's determination whether to extend privileges to provide certain services and/or procedures to Members. Physician shall not bill, charge, seek payment or have any recourse against VHP or Members

for any amounts related to the provision of health care services for which VHP has notified Physician that privileges to perform such services have not been extended.

9.2 VHP prohibits pass-through billing. Pass through billing occurs when the ordering physician requests and bills for a service, but the service is not performed by the ordering physician or those under their direct employment. Physician agrees that services related to pass-through billing will not be eligible for reimbursement from VHP and Physician shall not bill, charge, seek payment or have any recourse against VHP or Members for any amounts related to the provision of pass-through billing.

10. STANDARDS OF PROFESSIONAL PRACTICE

10.1 Health care services shall be made available to Members without discrimination on the basis of type of health benefits plan, source of payment, sex, age, race, color, religion, national origin, health status or disability. Physician shall provide health care services to Members in the same manner as provided to their other patients and in accordance with prevailing practices and standards of the profession.

11. CREDENTIALING AND PROFESSIONAL LIABILITY INSURANCE

11.1 Participation under this Agreement by Physician and Participating Providers is subject to the satisfaction of all applicable credentialing and re-credentialing standards established by VHP. Physician shall provide VHP, or its designee, information necessary to ensure compliance with such standards at no cost to VHP or its designee. Physician agrees to use electronic credentialing and recredentialing processes, when available. Physician, as applicable, and all Participating Providers providing Physician Services to VHP Members shall be credentialed in accordance with VHP's credentialing process prior to receiving participating status with VHP.

11.2 Physician shall maintain, at no expense to VHP, policies of comprehensive general liability, professional liability, and workers' compensation coverage, insuring Physician and Physician's employees and agents against any claim or claims for damages arising as a result of injury to property or person, including death, occasioned directly or indirectly in connection with the provision of health care services contemplated by this Agreement and/or the maintenance of Physician's facilities and equipment at a minimum as required by law. Upon request, Physician shall provide VHP with evidence of said coverage. Physician shall within ten (10) business days following service upon Physician, or such other period of time as may be required by any applicable law, rule or regulation, notify VHP in writing of any Member lawsuit alleging malpractice involving a Member.

11.3 Physician shall have a compliance plan that includes: (1) measures to detect, correct, and prevent fraud, waste, and abuse; and (2) written policies, procedures, and standards of conduct articulating Physician's commitment to comply with all applicable federal and state standards. Physician is responsible for compliance training and education, for itself and its employees, that includes procedures for effective internal monitoring and auditing. Physician shall allow VHP, if required, to maintain appropriate oversight of Physician's training efforts under its compliance plan. Physician shall attest to VHP that it has conducted compliance training in accordance with its compliance plan and shall provide VHP with training logs and other materials related to training as requested by VHP.

12. MEDICAL RECORDS

12.1 Physician shall prepare, maintain and retain as confidential the medical records of all Members receiving health care services, and Members' other personally identifiable health information received from VHP, in a form and for time periods required by applicable state and federal laws, licensing requirements, accreditation and reimbursement rules and regulations to which Physician is subject, and in accordance with accepted medical practice. Physician shall provide VHP or its designee, and/or any state or federal agency as permitted by law, to obtain a copy and have access, upon reasonable request, to any medical record of Member related to health care services provided by Physician pursuant to applicable state and federal laws. Copies of such records for the purpose of quality assurance, claims processing and member appeals shall be made and provided by Physician.

12.2 Physician and VHP agree, and VHP will require its designee to agree, to maintain the confidentiality of information maintained in the medical records of Members, and information obtained from VHP through the verification of Member eligibility, as required by law. This Section 12 shall survive expiration or termination of this Agreement, regardless of the cause.

12.3 Physician agrees to: (i) abide by all federal and state laws regarding confidentiality, privacy and disclosure of medical records or other health and enrollment information, (ii) ensure that medical information is released only in accordance with applicable state or federal law, or pursuant to court orders or subpoenas, (iii) maintain all Member records and information in an accurate and timely manner, and (iv) allow timely access by Members to the records and information that pertain to them.

13. ACCESS TO INFORMATION

13.1 Physician agrees that VHP or its designee, or any state or federal regulatory agency as required by law, shall have reasonable access and an opportunity to examine Physician's financial and administrative records, as they relate to health care services provided to Members, during normal business hours, on at least seventy-two (72) hours advance notice, or such shorter notice as may be imposed on VHP by a federal or state regulatory agency or accreditation organization.

14. POLICIES AND PROCEDURES

14.1 Physician agrees to comply with VHP's quality assurance, quality improvement, accreditation, external quality review, risk management, utilization review, utilization management, clinical trial, member grievances and appeals, credentialing and other policies and procedures established and revised by VHP from time to time and, in addition, those policies and procedures which are set forth in VHP's Provider Manual, or its successor, and bulletins or other written materials that may be promulgated by VHP from time to time to supplement the Provider Manual. The Provider Manual and updated policies and procedures may be issued and distributed by VHP in electronic format. Paper copies may be obtained by Physician upon written request. Revisions to such policies and procedures shall become binding upon Physician ninety (90) days after such notice to Physician by mail or electronic means, or such other period of time as necessary for VHP to comply with any State or Federal statutory, regulatory and/or accreditation requirements, including requirements for Medicare and Medicaid programs, if applicable.

14.2 VHP may unilaterally amend this Agreement or its policies and procedures at any time to comply with changes in regulatory and policy requirements affecting VHP and/or Physician by providing written or electronic notice of any such amendment to Physician along with the effective date of the amendment. VHP shall use its best efforts to provide such written notice to Physician at least thirty (30) days in advance of the effective date of the amendment. Unless otherwise required by federal or state regulatory authorities, the signature of Physician shall not be required for any such amendment.

14.3 VHP shall maintain an eligibility procedure for Physician to verify coverage of Members under a VHP health benefits contract.

14.4 Physician agrees to comply with the policies and procedures regarding prior authorization and/or notification of admissions and other designated health services set forth in the Provider Manual, bulletins and other notices. Physician recognizes that failure to comply with respect to a prior authorization or notification requirement could result in limitations on VHP's ability to administer Members' benefits. In the event Physician fails to comply with the requirement for prior authorization or notification, Physician's claim will be pended and may either not be paid (if it is not Medically Necessary) Physician agrees he shall not balance bill the Member for unauthorized services requiring authorization.

15. SUBMISSION OF CLAIMS

15.1 Physician shall submit all claims and encounters to VHP or its designee, as applicable, accurate and complete information regarding the provision of Physician Services by Physician to Members using the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") compliant 837 electronic format or a complete CMS 1500 or UB 92 form, or their respective successor forms as may be required by CMS, or such other form as may be required by law when submitting claims and encounters in an electronic format. Claims and encounters will utilize HIPAA compliant code sets for all coded values. Claims shall include the Physician's NPI and the valid taxonomy code that most accurately describes the health care services reported on the claim. Unless applicable law mandates, submission may be in paper format, Physician shall submit all claims, encounters, and clinical data to VHP by electronic means available and accepted as industry standard, which may include claims clearinghouses or electronic data interface companies used by VHP.

15.2 Physician will file Clean Claims within 180 days from the date of service or discharge, whichever is applicable and within 180 days of Physician's receipt of the explanation of benefits from the primary payor when VHP is the secondary payor. If the claim, including revisions or adjustments, is not submitted by Physician or Member within one calendar year from the date of service or discharge, benefits will not be paid. Claims, including revisions or adjustments, that are not filed by Physician prior to the claim filing limit of one calendar year from date of service or discharge will be the Physician's liability. Physician agrees to provide any additional information which is reasonably necessary to determine benefits and to verify performance under this Agreement. VHP may, in its sole discretion, deny payment for any claim(s) received by VHP

after the later of the dates specified above. Physician acknowledges and agrees that Members shall not be responsible for any payments to Physician except for applicable Cost Share and non-covered services provided to such Members.

15.3 If payment is made other than on a fee-for-service basis, encounter data ("Data") shall be provided to VHP on or before the last day of each month for Data occurring in the immediately preceding month, or such lesser period of time as may be required in the Agreement, or as is otherwise agreed upon by the parties in writing. The submission of the encounter to VHP and/or CMS shall include a certification from Physician that the Data is accurate, complete and truthful. In the event the Data is not submitted to VHP by the date and in the form specified above, VHP may, in its sole option, withhold payment otherwise required to be made under the terms of the Agreement until the Data is submitted to VHP.

15.4 VHP will process Physician claims which are accurate and complete in accordance with VHP's normal claims processing procedures and applicable state and/or federal laws, rules and regulations with respect to the timeliness of claims processing. Such claims processing procedures may include, without limitation, automated systems applications which identify, analyze and compare the amounts claimed for payment with the diagnosis codes and which analyze the relationships among the billing codes used to represent the health care services provided to Members. These automated systems may result in an adjustment of the payment to the Physician for the health care services or in a request, prior to payment, for the submission for review of medical records that relate to the claim. A reduction in payment as a result of claims policies and/or processing procedures is not an indication that the service provided is a non-covered service. In no event may Physician bill a member for any amount adjusted in payment.

15.5 VHP and Physician agree that VHP will process all claims for Covered Services which are accurate and complete within thirty (30) days from the date of receipt for Medicare Advantage Members and within timeframes required by state and federal law.

15.6 Any Physician payment arrangement pursuant to this Agreement, including any payment arrangement between Physician and a subcontractor, shall comply with all applicable requirements of the physician incentive regulations set forth by CMS.

16. PAYMENT

16.1 Physician shall accept payment from VHP for those health care services for which benefits are payable under a Member's health benefits contract (hereinafter referred to as "Covered Services") provided to Member in accordance with the reimbursement terms in the *Payment Terms Attachment 2*. Physician shall collect directly from Member cost share amounts applicable to the Covered Services provided and shall not waive, discount or rebate any such Cost Share payments. Payments made in accordance with the payment attachment less the Cost Share owed by Members pursuant to their health benefits contracts shall be accepted by Physician as payment in full from VHP for all Covered Services. This provision shall not prohibit collection by Physician from Member for any health care services not covered under the terms of the applicable Member health benefits contract. A reduction in payment as a result of claims policies and/or processing procedures is not an indication that the service provided is a non-covered service.

16.2 Physician agrees that payment may not be made by VHP for health care services rendered to Members which are determined by VHP not to be Medically Necessary. Physician agrees that in the event of a denial of payment for health care services rendered to Members determined not to be Medically Necessary by VHP, that Physician shall not bill, charge, seek payment or have any recourse against Member for such services: Notwithstanding the immediately preceding sentence, Physician may bill the Member for services determined not to be Medically Necessary if Physician provides the Member with advance written notice that: (a) identifies the proposed services, (b) informs the Member that such services may be deemed by VHP to be not Medically Necessary, and (c) provides an estimate of the cost to the Member for such services and (d) the Member agrees in writing in advance of receiving such services to assume financial responsibility for such services.

16.3 VHP shall have the right to recover amounts paid to Physician for services not meeting the applicable benefit or medical necessity criteria established by VHP, overpayments, services not documented in Physician's records, any services not received by Member, non-Covered Services, or for services furnished when Physician's license was lapsed, restricted, revoked, or suspended. VHP shall have the right to initiate recovery of amounts paid for services up to twenty-four (24) months from the date of payment. In instances of fraud, there will be no time limit on recoveries.

16.4 Physician agrees that VHP may recover overpayments made to Physician by VHP by offsetting such amounts from later payments to Physician, including, without limitation, making retroactive adjustments to payments to Physician for errors and omissions relating to data entry errors and incorrectly submitted claims or incorrectly applied discounts. VHP shall provide Physician thirty (30) days advance written notice of VHP's intent to offset such amounts prior to deduction of any monies due. If Physician does not refund said monies or request review of the overpayments described in the notice within thirty (30) days following receipt of notice from VHP, VHP may without further notice to Physician deduct such amounts

from later payments to Physician. VHP may make retroactive adjustments to payments for a period not to exceed eighteen (18) months from original date of payment or such other period as may be required by applicable law.

16.5 In the event VHP has access to Physician's, or a Participating Provider's, services through one or more other agreements or arrangements in addition to this Agreement, VHP will determine under which agreement or arrangement payment for Covered Services will be made.

16.6 Nothing contained in this Agreement is intended by VHP to be a financial incentive or payment that directly or indirectly acts as an inducement for Physician to limit Medically Necessary services.

17. COORDINATION OF BENEFITS

17.1 When a Member has coverage, other than with VHP, which requires or permits coordination of benefits from a third-party payor in addition to VHP, VHP will coordinate its benefits with such other payor(s) in all cases, VHP will coordinate benefits payments in accordance with applicable laws and regulations and in accordance with the terms of its health benefits contracts. When permitted to do so by such laws and regulations and by its health benefits contracts, VHP will pay the lesser of: (i) the amount due under this Agreement; (ii) the amount due under this Agreement less the amount payable or to be paid by the other payor(s); or (iii) the difference between allowed billed charges and the amount paid by the other payor(s). In no event, however, will VHP, when its plan is a secondary payor, pay an amount which, when combined with payments from the other payor(s), exceeds the rates set out in this Agreement; provided, however, if Medicare is the primary payer, VHP will, to the extent required by applicable law, regulation or CMS Office of Inspector General ("OIG") guidance, pay Physician an amount up to the amount VHP would have paid, if it had been primary, toward any applicable unpaid Medicare deductible or coinsurance.

18. MEMBER HOLD HARMLESS

18.1 Physician agrees that in no event, including, but not limited to, nonpayment by VHP, VHP's insolvency or breach of this Agreement, shall Physician bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from, or have any recourse against Members or persons other than VHP for Covered Services provided by Physician for which payment is the legal obligation of VHP. This provision shall not prohibit collection by Physician from Member for any non-covered service and/or Copayments in accordance with the terms of this Agreement and the applicable Member health benefits contract. Physician further agrees that: (i) this provision shall survive the expiration or termination of this Agreement regardless of the cause giving rise to expiration or termination and shall be construed to be for the benefit of the Member; (ii) this provision supersedes any oral or written contrary agreement now existing or hereafter entered into between Physician and Member or persons acting on their behalf; and (iii) this provision shall apply to all employees, agents, trustees, assignees, subcontractors, and independent contractors of Physician, and Physician shall obtain from such persons specific agreement to this provision.

18.2 With respect to any Members who are eligible for both Medicare and Medicaid, Physician agrees that such members will not be held liable for Medicare Part A and Medicare Part B Costs Sharing when the State is responsible for paying such amounts. Further, with respect to such members, Physician agrees to: (i) accept the payment amount from VHP as payment in full, or (ii) bill the appropriate State source.

18.4 Physician agrees that in the event of VHP's insolvency or termination of VHP's contract with CMS, benefits to Medicare Advantage Members will continue through the period for which premium has been paid and benefits to Members confined in an inpatient facility will continue until their discharge.

18.5 Physician further agrees that: (i) this provision shall survive the expiration or termination of this Agreement regardless of the cause giving rise to expiration or termination and shall be construed to be for the benefit of the Member; (ii) this provision supersedes any oral or written contrary agreement now existing or hereafter entered into between Physician and Member or persons acting on their behalf; and (iii) this provision shall apply to all employees, agents, trustees, assignees, subcontractors, and independent contractors of Physician, and Physician shall obtain from such persons specific agreement to this provision.

18.6 Any modification to this Section 18 shall not become effective unless approved by the Commissioner of Insurance, in the event such approval is required by applicable state law or regulation, or such changes are deemed approved in accordance with state law or regulation.

19. GRIEVANCE AND APPEALS PROCESS

Physician shall cooperate and participate with VHP in grievance and appeals procedures to resolve disputes that may arise between VHP and its Members.

20. CLAIMS DISPUTE RESOLUTION/LIMITATIONS ON PROCEEDINGS

Physician may contest the amount of the payment, denial or nonpayment of a claim only within a period of twelve (12) months following the date such claim was paid, denied or not paid by the required date by VHP. In order to contest such payments, Physician shall provide to VHP, at a minimum, in a clear and acceptable written format, the following information: Member name and identification number, date of service, relationship of the Member to the patient, claim number, name of the provider of the services, charge amount, payment amount, the allegedly correct payment amount, difference between the amount paid and the allegedly correct payment amount, and a brief explanation of the basis for the contestation.

21. COMPLIANCE WITH REGULATORY REQUIREMENTS

21.1 Physician acknowledges, understands and agrees that this Agreement may be subject to the review and approval of state regulatory agencies with regulatory authority over the subject matter to which this Agreement may be subject. Any modification of this Agreement requested by such agencies or required by applicable law or regulations shall be incorporated herein.

21.2 Physician agrees to comply with VHP's policies and procedures including VHP, payment, billing and reimbursement policies, the Provider Manual, VHP's contractual obligations to CMS, and all applicable federal, state and local laws, rules and regulations, now or hereafter in effect. Physician agrees to comply with federal laws and regulations designed to prevent or ameliorate fraud, waste, and abuse, including, but not limited to, applicable provisions of federal criminal law, the False Claims Act, the anti-kickback statute; and Health Insurance Portability and Accountability Act of 1996 ("HIPAA") administrative simplification rules. Should Physician be out of compliance with any applicable policies or procedures, Physician will be afforded a 90-day period to cure any such noncompliance. Failure to cure any noncompliance may result in VHP's exercise of its termination rights pursuant to Section 24.

21.3 Physician and VHP agree to be bound by and comply with the provisions of all applicable state and/or federal laws, rules and regulations. The alleged failure by either party to comply with applicable state and/or federal laws, rules or regulations shall not be construed as allowing either party a private right of action against the other in any court, administrative or arbitration proceeding in matters in which such right is not recognized or authorized by such law or regulation. Physician and Participating Providers agree to procure and maintain for the term of this Agreement all license(s) and/or certification(s) as is required by applicable law and VHP's policies and procedures.

22. COMPLIANCE WITH MEDICARE REQUIREMENTS

Physician agrees to cooperate with VHP in its efforts to monitor compliance with its Medicare Advantage contract(s) and/or Medicare Advantage rules and regulations and to assist VHP in complying with corrective action plans necessary for VHP to comply with such rules and regulations in accordance with *Compliance with Medicare Requirements Attachment 3*.

23. BINDING ARBITRATION

23.1 Physician and VHP further agree that in the event they are unable to resolve disputes that may arise with respect to this Agreement, Physician will first exhaust any internal VHP administrative review or appeal procedures prior to submitting any matters to binding arbitration.

23.2 Agreement to Arbitrate. The parties agree that any dispute arising out of their business relationship which cannot be settled by mutual agreement shall be submitted to final and binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association (AAA), including disputes concerning the scope, validity or applicability of this agreement to arbitrate ("Arbitration Agreement"). The parties agree that this Arbitration Agreement is subject to, and shall be interpreted in accordance with, the Federal Arbitration Act, 9 U.S.C. §§ 1-14. No claim or allegation shall be excepted from this Arbitration Agreement, including alleged breaches of the Agreement, alleged violations of state or federal statutes or regulations, tort or other common law claims, and claims of any kind that a party to the Agreement has conspired or coordinated with, or aided and abetted, one or more third parties in violation of law. Without limiting the foregoing, this Arbitration Agreement requires arbitration of disputes involving antitrust, racketeering and similar claims. This Arbitration Agreement supersedes any prior arbitration agreement between the parties. The parties agree to arbitrate disputes arising from the parties' business relationship prior to the effective date of the Agreement under the terms of this arbitration provision.

This Arbitration Agreement, however, does not revive any claims that were barred by the terms of prior contracts, by applicable statutes of limitations or otherwise.

23.3 **Arbitration Process.** The arbitration shall be conducted by one neutral arbitrator selected by the parties from a panel of arbitrators proposed by the AAA. The arbitrator shall have prior professional, business or academic experience in healthcare, managed care or health insurance matters. In the event of an arbitration of antitrust claims, the arbitrator shall have prior professional, business or academic experience in antitrust matters. The arbitration shall be conducted in a location selected by mutual agreement or, failing agreement, at a location selected by the AAA that is no more than fifty (50) miles from Physician's place of business. The cost of any arbitration proceeding(s) hereunder shall be borne equally by the parties. With respect to any arbitration proceeding between VHP and Physician whereby Physician practices individually or in a physician group of less than six (6) physicians, VHP agrees that it shall refund any applicable filing fees or arbitrators' fees paid by such Physician in the event that Physician is the prevailing party with respect to such arbitration proceeding; provided, however, that this paragraph shall not apply with respect to any arbitration proceeding in which Physician purports to represent physicians outside his or her physician group. Each party shall be responsible for its own attorneys' fees and such other costs and expenses incurred related to the proceedings, except to the extent the applicable substantive law specifically provides otherwise.

23.4 **Joinder Class litigation.** Any arbitration under this Arbitration Agreement shall be solely between VHP and Physician, shall not be joined with another lawsuit, claim, dispute or arbitration commenced by any other person, and may not be maintained on behalf of any purported class.

23.5 **Expense of Compelling Arbitration.** If either party commences a judicial proceeding asserting claims subject to this Arbitration Agreement or refuses to participate in an arbitration commenced by the other party, and the other party obtains a judicial order compelling arbitration of such claims, the party that commenced the judicial proceeding or refused to participate in an arbitration in violation of this Arbitration Agreement shall pay the other party's costs incurred in obtaining an order compelling arbitration, including the other party's reasonable attorneys' fees. In the event of a determination, following either the review of the claims contestations by VHP, or following the arbitration proceedings described in this Section, that the claims in dispute, in the aggregate, were processed and paid correctly, Physician shall, upon request of VHP, reimburse VHP for its costs in reviewing the claims contestations and reprocessing the claims. In the event of a determination, following either the review of the claims contestations by VHP or following the arbitration proceedings described in this Section, that the claims in dispute, in the aggregate, were not processed and paid correctly by VHP, VHP shall, upon request of Physician, reimburse Physician's costs in preparing the claims contestation submission to VHP.

23.6 **Judgment on the Decision and Award.** Judgment upon the decision and award rendered by an arbitrator under this Arbitration Agreement may be entered in any court having jurisdiction thereof.

24. TERM AND TERMINATION

24.1 The initial term of this Agreement shall be for one (1) year. This Agreement shall automatically renew for subsequent one (1) year terms unless either party provides written notice of non-renewal to the other party at least one hundred and twenty (120) days prior to the end of the initial term or any subsequent renewal terms. All terminations, unless otherwise noted in this Section, shall be effective December 31 of the calendar year in which notice of termination is provided.

24.2 Notwithstanding anything to the contrary herein, either party may terminate this Agreement without cause by providing to the other party one hundred twenty (120) days prior written notice of termination.

24.3 This Agreement shall immediately terminate upon notice to Physician upon any of the following events:

- a. an adverse action resulting in Physician's exclusion from participation in federal health programs;
- b. Physician's authority to do business in Pennsylvania is revoked, suspended, or restricted by any action, including probation or any compliance agreements, by the Commonwealth of Pennsylvania or other governmental agency;
- c. for fraud by Physician;
- d. Physician pleads guilty or nolo contendere to or is convicted of any crime or is placed in a diversion program relating to the payment or provision of health care;
- e. for imminent harm to a Member's health;

- f. Physician fails to meet or demonstrate applicable credentialing and recredentialing criteria, standards or requirements established by VHP;
- g. if VHP de participates Physician according to the approved credentialing policy regarding board certification;
- h. any cancellation or material modification of Physician's professional liability insurance.
- i. Physician or any individual Participating Provider voluntarily or involuntarily seeks protection from creditors through bankruptcy proceedings or engages in or acquiesces to receivership or assignment of accounts for the benefit of creditors; or
- j. VHP loses its authority to do business in total or as to any limited segment of business, but then only as to that segment.

24.4 In the event of a breach of this Agreement by either party, the non-breaching party may terminate this Agreement upon at least sixty (60) days prior written notice to the breaching party, which notice shall specify in detail the nature of the alleged breach; provided, however, that if the alleged breach is susceptible to cure and the Physician is making a good faith effort to remedy the alleged breach, the breaching party shall have thirty (30) days from the date of receipt of notice of termination to cure such breach, and if such breach is cured, then the notice of termination shall be void and of no effect. If the breach is not cured within the thirty (30) day period, then the date of termination shall be that date set forth in the notice of termination. Notwithstanding the foregoing, any breach related to credentialing or recredentialing, quality assurance issues or alleged breach regarding termination by VHP in the event that VHP determines that continued participation under this Agreement may affect adversely the health, safety or welfare of any Member or bring VHP or its health care networks into disrepute, shall not be subject to cure and shall be cause for immediate termination upon written notice to Physician.

24.5 Physician shall notify VHP immediately of any changes in licensure or certification status of Physician or Participating Providers. If Physician or any individual Participating Provider violates any of the provisions of applicable state and/or federal laws, rules and regulations, or commits any act or engages in conduct for which Physician's or Participating Providers' professional licenses are revoked or suspended, or otherwise is restricted by any state licensing or certification agency by which Physician or Participating Providers are licensed or certified, VHP may immediately terminate this Agreement or any individual Participating Provider.

24.6 Physician agrees that the notice of termination or expiration of this Agreement shall not relieve Physician's obligation to provide or arrange for the provision, of Physician Services through the effective date of termination or expiration of this Agreement. Physician agrees to abide by the terms of the Agreement for 90 days following the effective date of the termination for the purposes of continuity of care.

25. MISCELLANEOUS PROVISIONS

25.1 **SEVERABILITY.** If any part of this Agreement should be determined to be invalid, unenforceable, or contrary to law, that part shall be reformed, if possible, to conform to law, and if reformation is not possible, that part shall be deleted, and the other parts of this Agreement shall remain fully effective.

25.2 **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the applicable laws of the Commonwealth of Pennsylvania. The parties agree that applicable state and/or federal laws and/or regulations may make it necessary to include in this Agreement specific provisions relevant to the subject matter contained herein. The parties agree to comply with any and all such provisions and in the event of a conflict between the provisions in the state law coordinating provisions attachment and/or the Medicare Advantage provisions attachment and any other provisions in this Agreement, the provisions in those attachments, as applicable, shall control. In the event that state and/or federal laws and/or regulations enacted after the Effective Date expressly require specific language be included in this Agreement, such provisions are hereby incorporated by reference without further notice by or action of the parties and such provisions shall be effective as of the effective date stated in such laws, rules or regulations.

25.3 **WAIVER.** The waiver; whether express or implied, of any breach of any provision of this Agreement shall not be deemed to be a waiver of any subsequent or continuing breach of the same provision. In addition, the waiver of one of the remedies available to either party in the event of a default or breach of this Agreement by the other party shall not at any time be deemed a waiver of a party's right to elect such remedy at any subsequent time if a condition of default continues or recurs.

25.4 NOTICES. Any notices, requests, demands or other communications, except notices of changes in policies and procedures pursuant to Section 14, required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given: (i) on the date of personal delivery; or (ii) provided such notice, request, demand or other communication is received by the party to which it is addressed in the ordinary course of delivery: (a) on the third day following deposit in the United States mail, postage prepaid or by certified mail, return receipt requested; (b) on the date of transmission by facsimile transmission; or (c) on the date following delivery to a nationally recognized overnight courier service, each addressed to the other party at the address set forth below their respective signatures to this Agreement, or to such other person or entity as either party shall designate by written notice to the other in accordance herewith. VHP may also provide such notices to Physician by electronic means to the email address of Physician set forth on the Cover Sheet to this Agreement or to other e-mail addresses Physician provides to VHP by notice as set forth herein. Unless a notice specifically limits its scope, notice to any one party included in the term "Physician" or "VHP" shall constitute notice to all parties included in the respective terms.

25.5 CONFIDENTIALITY. Physician agrees that all terms of this Agreement and information regarding any dispute arising out of this Agreement are confidential, and agrees not to disclose the terms of this Agreement nor information regarding any dispute arising out of this Agreement to any third party without the express written consent of VHP, except pursuant to a valid court order or when disclosure is required by a governmental agency. Notwithstanding anything to the contrary herein, the parties acknowledge and agree that Physician may discuss the payment methodology included herein with Members requesting such information.

25.6 COUNTERPARTS, HEADINGS AND CONSTRUCTION. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together constitute one and the same instrument. The headings in this Agreement are for reference purposes only and shall not be considered a part of this Agreement in construing or interpreting any of its provisions. Unless the context otherwise requires, when used in this Agreement, the singular shall include the plural, the plural shall include the singular, and all nouns, pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, as the identity of the person or persons may require. It is the parties desire that if any provision of this Agreement is determined to be ambiguous, then the rule of construction that such provision is to be construed against its drafter shall not apply to the interpretation of the provision.

25.7 INCORPORATION OF ATTACHMENTS. All attachments attached hereto are incorporated herein by reference.

25.8 FORCE MAJEURE. Neither party to this Agreement shall be deemed to breach its obligations under this Agreement if that party's failure to perform under the terms of this Agreement is due to an act of God, riot, war or natural disaster.

25.9 ENTIRE AGREEMENT. This Agreement, including the attachments, addenda and amendments hereto and the documents incorporated herein, constitutes the entire agreement between VHP and Physician with respect to the subject matter hereof and it supersedes any prior or contemporaneous agreements, oral or written, between VHP and Physician.

25.10 MODIFICATION OF AGREEMENT. This Agreement may be amended in writing as mutually agreed upon by Physician and VHP. In addition, VHP may amend this Agreement upon ninety (90) days' written notice to Physician. Failure of Physician to object in writing to such amendment during the ninety (90) day notice period shall constitute acceptance of such amendment by Physician.

25.11 MATERIAL ADVERSE CHANGES. Notwithstanding anything to the contrary in Sections 24, 4.7, 14.1, 25.10 or the payment attachment, in the event VHP makes a material adverse change in the terms of this Agreement it shall provide at least ninety (90) days written notice to Physician of such change; except where a shorter notice period is required to comply with applicable law or regulation. If Physician objects to the change that is the subject of the notice, then Physician must within thirty (30) days of the date of the notice give written notice of termination of this Agreement which notice shall be effective at the end of the notice period of the material adverse change; provided, however, if VHP provides written notice within sixty-five (65) days of the date of the original notice of the material adverse change that it will not implement such change as to Physician, then Physician's notice of termination shall be of no force or effect.

[Signatures on following page]

IN WITNESS WHEREOF, the parties have the authority necessary to bind the entities identified herein and have executed this Agreement to be effective as of the Effective Date.

Physician:

Legal Name

DBA

Tax ID

Signature

Name

Title

Date

Address for giving notice

E-mail address

VHP:

Signature

Name

Title

Effective Date

P.O. Box 60250, Harrisburg, PA 17106-0250
Address for giving notice

Providersupport@vibahealthplan.com
E-mail address

Product Participation List
Attachment 1

Physician agrees to participate in the health benefits plan(s) below, whether self-funded or fully insured, that are offered or administered by Vibra Health Plan, Inc.

Medicare Advantage Preferred Provider Organization (PPO)

Medicare Advantage Health Maintenance Organization (HMO)

Medicare Advantage Reimbursement

For Covered Services rendered in accordance with VHP Policies and Procedures and for which claims are submitted in accordance with Section 15 of the Agreement, Physician agrees to accept as payment in full from VHP **100% of the Medicare allowable** amount payable for the Covered Service rendered, or Physician's billed charges, whichever is less, less any Copayment or Deductible due from such Members.

Notwithstanding anything to the contrary in the Agreement, the parties agree that VHP shall not reimburse Physician for Medicare payment system components including, but not limited to, indirect medical education for operating and capital components (IME), direct costs associated with graduate medical education (DGM), disproportionate share for operating and capital components (DSH) and bad debt.

Physician further understands and agrees that VHP will adjust Physician's payments on a pro rata basis in the event that any Federal law or regulation changes payments made to Medicare Advantage Plans, such as VHP, including but not limited to any reductions made pursuant to a sequestration order issued in accordance with the Balanced Budget and Emergency Deficit Control Act of 1985 (BBEDCA), as amended.

Physician further understands and agrees that the Medicare allowable amounts will be set forth in the VHP policies and procedures and shall be periodically updated by VHP, to reflect adjustments made by law or regulation to the Medicare allowable amount under the Medicare fee schedule or prospective payment system, as applicable.

VHP will offer a quality incentive program that incorporates provider related CMS Stars measures for applicable specialties. These measures generally focus on staying healthy (e.g. screenings, tests, vaccines, and other recommended check-ups to help members stay healthy), managing chronic (long-term) conditions (e.g. how often members with different conditions got certain tests and treatments that help them manage their condition) and drug safety (e.g. how often members with certain medical conditions are prescribed drugs in a way that is safer and clinically recommended for their condition). The VHP quality incentive program will be updated annually to synchronize with the CMS yearly updates to the STARS program as outlined in the VHP Policies and Procedures.

**Compliance With Medicare Requirement
Attachment 3**

Medicare Advantage Contract Amendment

CMS requires that specific terms and conditions be incorporated into the Agreement between a Medicare Advantage Organization or First Tier Entity and a First Tier Entity or Downstream Entity to comply with the Medicare laws, regulations, and CMS instructions, including, but not limited to, the Medicare Prescription Drug, Improvement and Modernization Act of 2003, Pub. L. No. 108- 173, 117 Stat. 2066 (“MMA”); and

Except as provided herein, all other provisions of the Agreement between Vibra Health Plan, Inc. and [{Entity}] not inconsistent herein shall remain in full force and effect. This amendment shall supersede and replace any inconsistent provisions to such Agreement; to ensure compliance with required CMS provisions, and shall continue concurrently with the term of such Agreement.

NOW, THEREFORE, the parties agree as follows:

Definitions:

Centers for Medicare and Medicaid Services (“CMS”): the agency within the Department of Health and Human Services that administers the Medicare program.

Completion of Audit: completion of audit by the Department of Health and Human Services, the Government Accountability Office, or their designees of a Medicare Advantage Organization, Medicare Advantage Organization contractor or related entity.

Downstream Entity: any party that enters into a written arrangement, acceptable to CMS, with persons or entities involved with the MA benefit, below the level of the arrangement between an MA organization (or applicant) and a first-tier entity. These written arrangements continue down to the level of the ultimate provider of both health and administrative services.

Final Contract Period: the final term of the contract between CMS and the Medicare Advantage Organization.

First Tier Entity: any party that enters into a written arrangement, acceptable to CMS, with an MA organization or applicant to provide administrative services or health care services for a Medicare eligible individual under the MA program.

Medicare Advantage (“MA”): an alternative to the traditional Medicare program in which private plans run by health insurance companies provide health care benefits that eligible beneficiaries would otherwise receive directly from the Medicare program.

Medicare Advantage Organization (“MA organization”): a public or private entity organized and licensed by a State as a risk-bearing entity (with the exception of provider-sponsored organizations receiving waivers) that is certified by CMS as meeting the MA contract requirements.

Member or Enrollee: a Medicare Advantage eligible individual who has enrolled in or elected coverage through a Medicare Advantage Organization.

Provider: (1) any individual who is engaged in the delivery of health care services in a State and is licensed or certified by the State to engage in that activity in the State; and (2) any entity that is engaged in the delivery of health care services in a State and is licensed or certified to deliver those services if such licensing or certification is required by State law or regulation.

Related entity: any entity that is related to the MA organization by common ownership or control and (1) performs some of the MA organization's management functions under contract or delegation; (2) furnishes services to Medicare enrollees under an oral or written agreement; or (3) leases real property or sells materials to the MA organization at a cost of more than \$2,500 during a contract period.

Required Provisions:

[{First Tier} or {Downstream Entity}] agrees to the following:

1. HHS, the Comptroller General, or their designees have the right to audit, evaluate, and inspect any pertinent information for any particular contract period, including, but not limited to, any books, contracts, computer or other electronic systems (including medical records and documentation of the first tier, downstream, and entities

related to CMS' contract with [Entity Name], (hereinafter, "MA organization") through 10 years from the final date of the final contract period of the contract entered into between CMS and the MA organization or from the date of completion of any audit, whichever is later. [42 C.F.R. §§ 422.504(i)(2)(i) and (ii)]

2. [{*First Tier*} or {*Downstream Entity*}] will comply with the confidentiality and enrollee record accuracy requirements, including: (1) abiding by all Federal and State laws regarding confidentiality and disclosure of medical records, or other health and enrollment information, (2) ensuring that medical information is released only in accordance with applicable Federal or State law, or pursuant to court orders or subpoenas, (3) maintaining the records and information in an accurate and timely manner, and (4) ensuring timely access by enrollees to the records and information that pertain to them. [42 C.F.R. §§ 422.504(a)(13) and 422.118]
3. Enrollees will not be held liable for payment of any fees that are the legal obligation of the MA organization. [42 C.F.R. §§ 422.504(i)(3)(i) and 422.504(g)(1)(i)]
4. For all enrollees eligible for both Medicare and Medicaid, enrollees will not be held liable for Medicare Part A and B cost sharing when the State is responsible for paying such amounts. Providers will be informed of Medicare and Medicaid benefits and rules for enrollees eligible for Medicare and Medicaid. [{*First Tier*} or {*Downstream Entity*}] may not impose cost-sharing that exceeds the amount of cost-sharing that would be permitted with respect to the individual under title XIX if the individual were not enrolled in such a plan. Providers will: (1) accept the MA plan payment as payment in full, or (2) bill the appropriate State source. [42 C.F.R. §§ 422.504(i)(3)(i) and 422.504(g)(1)(i)]
5. Any services or other activity performed in accordance with a contract or written agreement by [{*First Tier*} or {*Downstream Entity*}] are consistent and comply with the MA organization's contractual obligations. [42 C.F.R. § 422.504(i)(3)(iii)]
6. Contracts or other written agreements between the MA organization and providers or between first tier and downstream entities must contain a prompt payment provision, (see section 15.5 of this agreement) the terms of which are developed and agreed to by the contracting parties. The MA organization is obligated to pay contracted providers under the terms of the contract between Vibra Health Plan, Inc. and [*First Tier Entity Name*] and the provider. [42 C.F.R. §§ 422.520(b)(1) and (2)]
7. [Entity Name] and any related entity, contractor or subcontractor will comply with all applicable Medicare laws, regulations, and CMS instructions. [42 C.F.R. §§ 422.504(i)(4)(v)]

In the event of a conflict between the terms and conditions above and the terms of a related agreement, the terms above control.

**HMO PROVISIONS
ATTACHMENT**

The following provisions apply solely to HMO products and plans as applicable.

I. Services to Members.

In the event Physician provides a Member a non-covered service or refers a Member to an out-of-network provider without pre-authorization from VHP, Physician shall, prior to the provision of such non-covered service or out-of-network referral, inform the Member: (i) of the service(s) to be provided or referral(s) to be made; (ii) that VHP will not pay or be liable financially for such non-covered service(s) or out-of-network referral(s); and (iii) that Member will be responsible financially for non-covered service(s) and/or out-of-network referral(s) that are requested by the Member.

II. Continuity of Care.

Subject to and in accordance with all applicable state and/or federal laws, rules and/or regulations, treatment following termination or expiration of this Agreement must continue until the Member: (i) has been evaluated by a new participating provider who has had a reasonable opportunity to review or modify, the Member's course ' of treatment, or until VHP has made arrangements for substitute care for the Member; and (ii) until the date of discharge for Members hospitalized on the effective date of termination or expiration of this Agreement. Physician agrees to accept as payment in full from VHP for Covered Services rendered to such Members, the rates set forth in the' payment attachment, less any Copayments due from such Members. Notwithstanding the foregoing, if upon notice from Physician or a Member that Member is in a continuation of care situation as noted above or in accordance with applicable law and VHP does not use due diligence to make alternative care available to the Member within ninety (90) days after receipt of such notice, then VHP shall pay to Physician for continuity of care services the standard rates paid to non-participating physicians for that geographical area. The preceding sentence shall not apply if other participating physicians, physician groups or physician organizations are not available to replace the terminating Physician due to: (i) geographic or travel-time barriers; or (ii) contractual provisions between the terminating Physician and a facility at which the Member receives care that limits or precludes other participating physicians, physician groups or physician organizations from rendering replacement services to Members (for example, an exclusive contract is in place between the terminating Physician and a facility where the Member receives services).

III. Medical Records.

Upon request from VHP or a Member, Physician shall transfer a complete copy of the medical records of any Member transferred to another physician and/or facility for any reason, including termination or expiration of this Agreement. The copy and transfer of medical records shall be made at no cost to VHP or the Member and shall be made within a reasonable time following the request but in no event more than five (5) business days, except in cases of emergency where the transfer shall be immediate. Physician agrees that such timely transfer of medical records is necessary to provide for the continuity of care for Members. Physician agrees to pay court costs and/or legal fees incurred by VHP or the Member to enforce the terms of this provision.

IV. Equal Access.

Physician agrees to accept VHP Members as patients within the normal scope of Physician's medical practice. If, due to overcapacity, Physician closes his/her practice to new patients, such closure will apply to all prospective patients without discrimination or regard to payor or source of payment for services. Should Physician subsequently reopen his/her practice to new patients, Physician agrees to accept VHP Members seeking assignment and/or referral to Physician's practice to the same extent and in the same manner as all other non-VHP patients seeking Physician's services.

V. Physician Responsibilities.

A. Services. Physician agrees to be responsible twenty-four (24) hours a day, seven (7) days a week for providing Covered Services for Members including, but not limited to, prescribing, directing and monitoring all urgent and emergency care for Members. Physician agrees to provide VHP upon request a written description of its arrangements for emergency and urgent care and service coverage in the event of unavailability due to vacation, illness, and after regular office hours.

Physician shall ensure that all physicians providing such coverage are contracted and credentialed physicians with VHP. Physician will ensure that all physicians providing such coverage render services under the same terms and conditions and in compliance with all provisions of this Agreement. Compensation to physicians for "on call" coverage will be the responsibility of Physician. In the event that emergency or urgent care services are needed by a Member outside the service area, Physician agrees to monitor and authorize the out-of-area care to provide direct care as soon as the Member is able to return to the service area for treatment without medically harmful or injurious consequences.

B. Specific Referrals. Except in the case of a medical emergency, Physician agrees to use its best efforts to admit, refer, and cooperate with the transfer of Members for Covered Services only to providers designated, specifically approved by or under contract with VHP. In addition, Physician acknowledges and agrees that certain Members may have health benefits contracts that limit coverage to certain types of participating providers. For such Members, referrals are required to be made to specific providers designated by VHP.

C. Disease/Case Management Programs. Physician agrees to participate in VHP's disease/case management programs as they are developed and implemented.

D. Nurse Call Program. Physician agrees to participate in VHP's twenty-four (24) hours nurse call program.

E. Transplant Programs. Upon request by VHP, Physician agrees to cooperate with and participate in VHP's organ and tissue transplant programs as they are developed and implemented.

F. Health Improvement Studies. Physician agrees to participate in VHP's health improvement studies as they are developed and implemented.

G. Quality Improvement Activities. Physician agrees to cooperate with VHP's quality improvement activities and, upon request by VHP, to participate in VHP's quality improvement activities as they are developed and implemented.

[page left intentionally blank]

Physician Listing

Attachment 5

Please complete the following Physician practice information. Attach additional copies as necessary



Practice Information

Practice Name:					
Federal Tax ID Number:		Practice NPI (Type 2):			
Practice Website:					
Primary Contact:					
Primary Contact Email Address:					
Billing/Payment Address:					
Practice Location(s) – physical location where patients receive services			Handicap Accessible (Y/N)	Phone #	Fax #
1) Primary Location:					
2) Additional Location:					
3) Additional Location:					
4) Additional Location:					

Physician/Provider Information:

Provider Name(s)	Gender M/F	Date of Birth	Prof Degree	Provider NPI (Type 1)	CAQH #	Specialty(ies) (i.e. Internal Med, Infectious Disease)	Hospital Privileges (names of hospitals)	Practicing Location(s) (1,3, etc.)	Accepting New Patients (Y/N)	PCP (Y/N)
<i>John Doe Example</i>	<i>M</i>	<i>01/01/1977</i>	<i>M.D.</i>	<i>9999999999</i>	<i>888888888</i>	<i>Internal Medicine</i>	<i>Main Street Hospital</i>	<i>1,3</i>	<i>Y</i>	<i>Y</i>