



INTEGRATIVE MEDICINE &
HOLISTIC HEALTH
ASSOCIATION

Integrative Medicine Provider Network Services Agreement



INTEGRATIVE MEDICINE & HOLISTIC HEALTH ASSOCIATION

PROVIDER NETWORK SERVICES AGREEMENT

THIS SERVICES AGREEMENT (“this Agreement”) is made by and between the INTEGRATIVE MEDICINE & HOLISTIC HEALTH ASSOCIATION, a Massachusetts non-profit corporation (“Integrative”) and the undersigned provider (“Provider”), a health care practitioner certified and/or licensed to provide integrative medicine healthcare services.

RECITALS

1. Integrative has established a network of integrative medicine providers, physicians, ancillary providers and health care practitioners (the “Network”) who have contracted to provide health care services to employees/members and their dependents of certain employers, insurance funds, Taft-Hartley funds, unions, and municipalities (“Clients”).
2. Clients have established Health Benefit Plans, which provide benefits for health care services to their participants. These Clients have contracted with Integrative so that the Participants may receive Covered Services (as defined herein) from the Network,
3. The undersigned Provider wishes to become a Provider of the Network, subject to the terms and conditions of this Agreement.

In consideration of the promises in this Agreement, the parties agree as follows:

SECTION I: DEFINITIONS

1.0 As used herein, the term *Health Care Practitioner* may include, but is not limited to, any of the following professions who meet the standards set by the Network: acupuncture, Chinese herbal medicine, chiropractor, naturopathic doctor, massage therapist/other body worker, nutritionist/dietitian, meditation mind/body instructor, yoga therapist/teacher, Ayurvedic practitioner, certified homeopath, medical doctor, osteopathic doctor, physician assistant, nurse practitioner, registered nurse, certified herbal medicine practitioner, or any other integrative/holistic practitioner that Integrative chooses to include in the Network.

1.1 *Benefit Plan* means a certificate of coverage, summary plan description, or other document or agreement that specifies the health care services to be provided or reimbursed by a Client for the benefit of a Participant.

1.2 *Coinsurance* means a payment that is the financial responsibility of the Participant under a Benefit Plan for Covered Services that is calculated as a percentage of the contracted reimbursement rate for such services.

1.3 *Co-payment* means a payment that is the financial responsibility of the Participant under a Benefit Plan for Covered Services that is calculated as a fixed dollar amount.

1.4 *Covered Services* means those health care services for which a Participant is entitled to receive coverage under the terms and conditions of the Health Benefit Plan.

1.5 *Deductible* means a payment for Covered Services calculated as a fixed dollar amount that is the financial responsibility of the Participant under a Benefit Plan prior to qualifying for reimbursement for subsequent health care costs under the terms of a Benefit Plan.

1.6 *Participant* means any individual, or eligible dependent of such individual, whether referred to as 'Subscriber', 'Member', 'Participant', 'Enrollee', 'Dependent', or similar designation, who is eligible and enrolled to receive Covered Services.

1.8 *Payor* means the Client or entity, which has entered into an agreement with Client by the terms of which the Payor will provide reimbursement for Covered Services under the Health Benefit Plan.

1.9 *Provider* means a Health Care Practitioner or group of Health Care Practitioners, integrative physician or group of physicians, or any other health care practitioner or entity that has a direct or indirect contractual arrangement with the Network to provide Covered Services with regard to the Benefit Plan covering the Participant.

SECTION II: PROVIDER OBLIGATIONS

2.1 Provider agrees to become a member of the Network and to accept payment for group health Covered Services. Providers shall submit their current in office "cash" rates for treatment and other services to Integrative upon acceptance into the Network. These rates will be reviewed by Integrative prior to any referrals going to the Provider. Provider may not change their reimbursement rates to Participants without 30 days prior written or electronic notification of Integrative and Participant. Referrals made to Providers before the rate notification will be paid at the Providers published rates before the fee change. Integrative reserves the right given the proprietary nature of its payment/reimbursement methodology to make periodic adjustments in accordance with industry standards, market conditions, and billing patterns. Enrollment is not a guarantee of acceptance into the Network (ex. we will not accept Providers with suspended licenses, criminal history, a lack of specific qualifications/ certifications/ trainings, etc.), or that referrals will be made to the Provider (ex. if the provider charges excessive treatment fees).

2.2 Provider shall be solely responsible for the quality and appropriateness of health care services rendered to Participants, and Provider shall be solely responsible for all aspects of care and treatment of each Participant within the scope of Provider's professional competence and license.

2.3 Provider shall be responsible for all decisions regarding the rendering of medical treatment to Participants.

2.4 Provider shall provide health care services to Participants without regard to Participants' age, sex, marital status, race, religion, creed, national origin, ancestry, disability, income level, health status, nature of treatment and without regard to any other categorization, discrimination on the basis of which is prohibited by federal or state regulation. Provider shall maintain the same availability and accessibility with respect to the provision of Covered Services to participants as Provider maintains with respect to his/her/its other patients.

2.5 Provider agrees to comply with applicable utilization review procedures, quality assurance programs, re-credentialing and administrative requirements, policies, guidelines and referral procedures as they currently exist, or as they are developed by Integrative or Clients during the term of this Agreement. If due to such utilization review activities, practice policies, guidelines and/or referral procedures there is a reduction or denial of benefits, Provider agrees not to bill or otherwise attempt to collect those amounts from

the Participant, Client or Client's Payor. **However**, the Provider may charge the Participant for the amount above the allotted coverage from the established Health Benefit Plans, so long as the Participant is notified of the Practitioner's fees in writing (via paper &/or electronic communication) prior to both the patient and Integrative, and the Participant agrees to those fees and gives consent for the services. It is the responsibility of the Participant to pay attention to their allotment of funds from the Health Benefits Plan for Practitioners services. This section shall survive termination of this Agreement for any cause.

For clarification purposes, if for example, a Participant has \$100 worth of health benefits coverage from their employer, and they use \$125 worth of Provider services, the participant would be responsible for paying the provider the extra \$25 over what the Employer Health Benefits Plan would pay the Provider. It is the Participants responsibility to understand their coverage benefits, and it is the Providers responsibility to have "price transparency" and let the participant know what they will be charged before the services are rendered (if possible).

2.6 Provider agrees to maintain malpractice insurance coverage in amounts and with carriers satisfactory to Integrative in its sole discretion. If Provider is not a member of a profession for which malpractice insurance is available, Provider will obtain liability insurance in amounts and with carriers satisfactory to Integrative in its sole discretion. Provider agrees to provide Integrative, upon request, with evidence of such insurance. Provider agrees to indemnify and to hold Integrative, Clients and Clients' Payors harmless against all demands, claims, actions or causes of action, assessments, obligations, debts, or liabilities (including reasonable attorney's fees) existing or arising out of any act of negligence by Provider in connection with Provider's health care services.

2.7 Provider represents and warrants: (i) that Provider holds all licenses in good standing, if any, required by federal or state regulations in order to provide Covered Services and (ii) that all health care practitioners employed by Provider will at all times be so licensed.

2.8 Provider agrees to provide immediate oral notification, followed by written or electronic notification, to Integrative within ten (10) business days in the event of the following:

- a) Change of Provider's office address, billing address, telephone number, and/or tax identification number;
- b) Any action taken: Resulting in final decision to restrict, suspend, or revoke Provider's license to practice medicine or Provider's medical staff privileges, or that otherwise jeopardizes Providers good standing;
- c) To censure or reprimand Provider or any of Provider employees;
- d) Any lawsuit filed against the Provider for malpractice or concerning services to Participants, and the final disposition of such legal action;
- e) A lapse or cancellation of Provider's liability or malpractice insurance as required by this Agreement;

The failure by the Provider to comply with any of the foregoing subsections (b) through (e) will result in immediate termination from the Network.

2.9 Provider agrees that Integrative may include Provider's name, address, telephone number(s), website, email, photo, hospital admitting privileges, or other identifying information, and a description of health care services, specialties and board certifications in the Network directory and in other Network materials.

2.10 Provider agrees to cooperate with Network in resolving any grievances or administrative matters relating to health care services rendered to Participants by Provider.

2.11 With the exception of the collection of deductibles, coinsurance or copayments (which may be collected upon receipt of an explanation of payment) for Covered Services as permitted by Integrative and the Client's Health Benefit Plan and based on the Network fees established by Integrative, or the collection of charges for health care services that are not Covered Services under the Client's Health Benefit Plan, Provider agrees not to bill or otherwise collect or have any recourse against Participants for health care service fees except with the prior written consent of Integrative, except as outlined in section 2.5. Provider further agrees that such limitation of recourse against Participants shall also apply in the event of non-payment of health care service fees by Client or Client's Payor, the insolvency of Client, or otherwise due to breach of an agreement made by Client to provide health care benefits. This section shall survive termination of this Agreement for any cause.

2.12 Provider understands and agrees that Integrative, its officers, directors and members do not have any liability for payment of fees for health care services rendered to Participants, whether for Covered Services or non-Covered Services, or deductibles, coinsurance or copayments, including where Clients fail to make such payments, or fail to fund their Health Benefit Plan obligations, or where Participants fail to pay amounts that are due. This section shall survive termination of this Agreement for any cause.

2.13 Provider agrees to submit all claims for health care services via the electronic billing system designed for Participants within thirty (30) days of the date of service. Provider further agrees to provide Integrative or Client's Payor with all additional information required to support these claims for reimbursement. This will potentially include: treatment notes, electronic medical records, and other information related to procedures, diagnoses and any healthcare that was delivered.

2.14 Provider agrees to submit claims for payment to Integrative or Client's Payor as directed by the Integrative. Each claim shall be submitted by Provider as directed by Integrative and shall be complete and accurate.

2.15 Provider understands and agrees that Integrative is not responsible for paying benefits under any Plan or for payment of fees due the Provider for providing health care services to Covered Persons. Payment of fees due to the Provider is the sole responsibility of Clients and their Payors.

2.16 The provider understands that Integrative credentials certain members of the Network in accordance with procedures established from time to time, which are subject to revision in order to satisfy standards that the National Committee for Quality Assurance ("NCQA") as they currently exist and may hereafter be revised by NCQA, the CAQH (Council for Affordable Quality Healthcare), or other certifying organizations. Provider will be advised of Integrative's existing credentialing procedures, and agrees to furnish all information required under such procedures, as these may be modified from time to time in order to satisfy credentialing standards at Integrative's discretion. Provider understands and agrees that Integrative will seek to re-credential Providers (without regard to any change in NCQA, CAQH or other organizations standards) periodically, and agrees to furnish required credentialing information promptly upon request but no more frequently (except in the case of a change in NCQA standards) than every two years. Integrative credentials its Providers in accordance with general and industry standard requirements. Integrative may credential for specific clinical services and/or procedures. Provider is responsible for ensuring that he/she/it obtains appropriate education and training and those clinics, hospitals and/or any other facilities where such services or procedures are to be performed have granted Provider such approval/privileges.

SECTION III: NETWORK OBLIGATIONS

3.1 Integrative agrees to include Provider as a Network Provider when marketing the Network to prospective Clients, so long as clients desire the modality the Provider practices. Provider understands that each Client may decline to provide coverage for services of the type offered by Provider. In such cases, Provider will be notified of what is, and what is not a covered benefit.

3.2 Integrative agrees to direct Clients (or Third-Party Administrator for Clients) to pay Provider for Covered Services rendered to Participant after receipt of submitted claims, provided that such claims are complete and accurate pursuant to Section 1.15 above, within thirty (30) days from the date of receipt. Usually this process takes less than (14) days to send payment to the Provider for services rendered.

3.3 Integrative shall encourage its Clients to distribute identification cards to all Participants, and these cards shall include the applicable Network logo.

3.4 Integrative accepts no responsibility or liability for the professional or clinical actions or judgments of Provider, or for any negligence or alleged negligence in those actions or judgment.

SECTION IV: CONFIDENTIALITY

4.1 Subject to federal and state laws, rules and regulations, Provider agrees to provide Integrative with access to Participants' medical records in connection with their utilization review, quality assurance programs, peer or grievance reviews, or otherwise as necessary to carry out the purposes of this Agreement. Provider further agrees to allow Integrative or its representatives to inspect office sites when required.

4.2 Each party agrees that all records pertaining to a Participant's personal, medical and treatment history, and all documents and communications relating to this Agreement shall be deemed confidential and that neither party shall disclose such documents, records, information and communications to anyone except as described in Section 3.1, upon the express written consent of the Participant, or otherwise as required by court order or law, Any medical record release form must conform to applicable confidentiality laws and regulations.

SECTION V: TERM AND TERMINATION

5.1 The initial term of this Agreement shall be for one (1) year from the Effective Date. This Agreement will be automatically renewed at each anniversary date for an additional one (1) year term unless terminated by either party by giving a sixty (60) day advance written notice by certified or registered mail, electronic confirmation (which could include email, or other web based confirmation).

5.2 In the event that:

a. Provider's license to practice medicine, hospital staff privileges, malpractice or business liability coverage or Drug Enforcement Agency number is suspended, revoked, or voluntarily surrendered.

b. Provider shall otherwise cease to satisfy Integrative's provider credentialing standards in any respect.

c. Provider has misrepresented or omitted application information, or

d. Provider shall fail to perform any of Provider's obligations hereunder in a material respect,

this Agreement shall be terminable immediately by Integrative at its sole discretion by the giving of written notice to Provider.

5.3 Following termination by any party, this Agreement shall be of no further force or effect, except that:

a. Provider's obligations under Section 1.1 shall continue in effect with respect to all care furnished prior to the effective date of such termination, and

b. Each party shall remain liable for any breach of this Agreement by such party occurring prior to the effective date of such termination.

5.4 In the event this Agreement terminates, Provider shall immediately notify any Participant seeking Provider's health care services after the date of such termination that Provider is no longer participating in the Network.

SECTION VI: MISCELLANEOUS

6.1 *Governing law:* This Agreement is governed by the laws of the Commonwealth of Massachusetts.

6.2 *Independent contractors.* No joint venture, partnership, employment, agency or other relationship is created by this Agreement between or among any parties. No party is authorized by this Agreement to represent any other party for any purpose.

6.3 *Non-Exclusive:* This Agreement is not exclusive to either party.

6.4 *Notices:* Any notice required by this Agreement must be given in writing and sent by first class mail, or other certifiable electronic means to ensure notice is received by the other party (such as "notify when received" encrypted email notification) to the other party at the address at which each party regularly communicates with the other. Each such notice shall be effective upon receipt.

6.5 *Entire Agreement:* This Agreement constitutes the entire agreement between the parties. Integrative may modify this Agreement from time to time. If such modification materially affects this Agreement, Integrative will promptly deliver, by written or electronic notice, such modifications to the Provider. If Provider does not wish to be bound by the Agreement as amended, Provider shall provide written notice to Integrative within ten (10) days of receipt of the modification. Otherwise, the Agreement, as amended by such changes, shall be binding on all parties.

6.6 *Dispute Resolution:* Integrative and Provider agree to meet and confer in good faith to resolve any controversy, dispute or disagreement that arises out of or relates to this Agreement. However, if the parties cannot agree, the matter shall be submitted to arbitration under the commercial rules of the American Arbitration Association.

6.7 *Enforceability:* If any portion of this Agreement shall be held invalid, illegal or unenforceable for any reasons, the remainder of this Agreement shall be effective and binding on the parties.

6.8 *Effective Dates:* This Agreement becomes effective upon approval of Provider's application by Integrative and Integrative sending written or electronic notice thereof to Provider.

6.9 *Assignment*: All provisions of this Agreement and obligations arising hereunder shall extend to and be binding upon the parties hereto and their respective successors and assignees and shall inure to the benefit of and be enforceable by the parties hereto and their respective legal representatives, successors and assignees.

6.10 *Electronic Signatures*: The parties agree that this Agreement may be executed by electronic means, including reply email and portable document format. The parties agree that electronic signatures are binding.

Integrative Medicine & Holistic Health Association, Inc.

by: Geoff DePaula M.Ac., Lic.Ac., Dipl.C.H., Dipl.Ac.

Founder & Executive Director

PROVIDER SIGNATURE:

X *This will be executed via electronic signature via our website on the following page.*

<http://www.imholistichealth.org/conversion-pages/-provider-agreement-confirmation>