



6470 East Johns Crossing  
Suite 170  
Duluth, GA 30097  
Phone: 800-669-8682  
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## ***PROVIDER AGREEMENT***

THIS PROVIDER AGREEMENT dated the \_\_\_\_\_ day of \_\_\_\_\_, 2009\_\_, is entered into by and between **Comprehensive Health Group** ("Company"), and \_\_\_\_\_ ("Provider Group").

### ***WITNESSETH:***

WHEREAS, insurance coverage for chiropractic patients is often insufficient to cover full treatment, and

WHEREAS, appropriate supportive, preventive, maintenance, or wellness care is both therapeutic for the chiropractic patient and a valuable resource for the Provider Group, and

WHEREAS, Company intends to use its marketing expertise to solicit groups and individuals for access to Providers in the Provider Organization which Company has created, and

WHEREAS, Provider(s), licensed to practice Chiropractic in the States of \_\_\_\_\_, is (are) willing to provide such services as may be offered by Provider(s) at reduced rates.

NOW THEREFORE, in consideration of the mutual promises, conditions and representations stated herein, the parties hereto do hereby agree as follows:

### ***ARTICLES***

#### **1. DEFINITIONS**

- a. Provider - A licensed Doctor of Chiropractic who has agreed to abide by all the terms of this Agreement. Multiple Providers may be included in this Agreement when said Providers practice as part of an authorized legal organization. Each Provider must be credentialed individually.
- b. Clinic - The location or address at which the Provider(s) renders services.
- c. Group - The legal designation or organization under which the Provider(s) are associated.
- d. Active Member Patient - A patient whose access fee is currently paid and who has not been made inactive for any reason.
- e. Inactive Member Patient - A patient whose access fee has not been paid for the current period or who has been made inactive for some other reason.
- f. Member Patient - A patient who is currently an Active Member Patient or an Inactive Member Patient. A Member Patient may be a member of an association or group which has a contract with Company.

## **2. COPY OF USUAL AND CUSTOMARY RATES**

Provider Group hereby agrees to provide Company with a list of Provider's Usual and Customary Rates on the signing of this Agreement. Said Usual and Customary Rates shall be attached hereto as Exhibit A ("Fee Schedule"). Within ten (10) days after the effective date of any changes in Provider's Fee Schedule, each Provider in Provider Group shall provide to Company a written revised list of Provider's Fee Schedule. Upon request by any Active Member Patient, Provider shall make available to said Active Member Patient a copy of Provider's Fee Schedule. Failure to comply with such request shall constitute a breach of this Agreement by the individual Provider who shall have ten (10) days after receipt of written notification from Company to cure said breach.

## **3. PREFERRED PROVIDER LISTING, DUTIES AND COMPLIANCE WITH PRICE SCHEDULE**

Each Provider agrees to submit to a credentialing process to include (but not be limited to) investigation of each Provider's malpractice insurance coverage, contacting any pertinent state agencies regarding information on each Provider, and completion of a Provider Questionnaire. Each Provider understands that any false statements and misrepresentations by on the Provider Questionnaire or other documents submitted to Company will constitute grounds for termination of this Agreement.

Provider agrees to permit an on-site inspection of each Clinic location at a date or dates acceptable to both Company and Provider. Said inspection(s) shall be done as expeditiously as possible by Company.

Upon acceptance by Company of each Provider in Company's Network, all services provided by each Provider to Active Member Patients will be provided in accordance with the reduced fee schedule and terms of this Agreement.

## **4. TREATMENT OF ACTIVE MEMBER PATIENTS**

Providers shall provide chiropractic services to Active Members in accordance with the current standards of practice of the community in which chiropractic services are rendered and in a manner so as to assure efficient, high quality care and treatment. Chiropractic services shall be provided to all Active Members in a non-discriminatory manner.

Provider is not obligated to provide Active Members with any service which is not normally provided to others and shall not provide services which are not authorized by law nor services which do not fall within the standards of chiropractic practice.

Except for emergencies, Provider may require Active Member Patients to be seen by appointment during regular business hours.

Provider may limit the number of Active Member Patients that the Provider will accept for treatment by giving Company thirty (30) days prior written notice.

## **5. USE OF OTHER CLINIC OR GROUP PROVIDERS**

Provider may refer Active Member Patients to other credentialed Clinic or Group Providers or supervised staff within the Clinic or Group for related services. Provider confirms that all supervised staff will comply with the terms of this Agreement.

## **6. COOPERATION WITH COMPANY**

Each Provider agrees to reasonably cooperate with Company, when requested, in defense of any controversy or claim.

## **7. MEMBERSHIP ELIGIBILITY (ACTIVE/INACTIVE MEMBERS)**

All determination as to eligibility of Member Patients and benefits available through the Provider Organization shall be the sole responsibility of Company or Company's agents and affiliates. Active Member Patients who have been determined by Company to be Inactive Member Patients shall not be eligible for services from Provider in accordance with the rates set forth in the Fee Schedule.

## **8. PROVIDER LICENSING AND MALPRACTICE COVERAGE**

Provider Group hereby represents, covenants and warrants to Company the following:

- a. Each Provider is licensed to practice Chiropractic in the State of \_\_\_\_\_. Prior to or contemporaneously with the execution of this Agreement, each Provider has provided to Company evidence of said license to practice Chiropractic. Furthermore, supervised staff to whom Providers may refer Member Patients to provide related services shall have the proper training and experience to perform said related services in accordance with the standards of care of the chiropractic profession. Prior to referring Member Patients to any supervised staff, Provider will confirm evidence of said supervised staff's qualifications.
- b. Each credentialed Provider shall procure and maintain, at Provider's sole expense, general and professional liability insurance in at least the amount of \$100,000 per occurrence and \$300,000 in the aggregate to provide protection against any claims, liabilities, damages and judgments, including malpractice or negligence, that arise out of chiropractic services provided, or to be provided, by Provider and his or her supervised staff in the discharge of his or her or their professional responsibilities to Members under this Agreement. Provider will name Comprehensive Health Group as an additional certificate holder on his or her liability insurance policy (see Exhibit B). Prior to inclusion of Providers on the list that the Company maintains for the purpose of referring active Member Patients, each Provider shall provide Company proof of said malpractice insurance.
- c. Provider Group is authorized to sign for all Providers in Provider Group. Provider Group will provide Company at Company's request with proof of such authorization.

## **9. INDEMNIFICATION**

Each Provider hereby acknowledges that Provider shall be entirely responsible for his or her acts and the acts of his or her agents, and employees, including without any limitations, supervised staff to whom Provider may refer Member Patients for related services, while engaged in the performance of Chiropractic and, or, related services to Member Patients. Provider hereby indemnifies and holds Company harmless from any cost, damages, loss, liability, and expense (including attorney's fees) arising out of or in connection with the providing of any Chiropractic or related services to Member Patients. Company agrees to hold Provider harmless for errors and omissions committed by Company. This Article 10 shall survive termination of this Agreement for any reason.

## **10. DEFINITION OF COMPANY DUE DILIGENCE**

It is the express acknowledgment of the parties hereto that Company is not providing or selling any insurance product.

All access fees received by Company are used for the marketing and administration of Company and the Provider and supervised staff shall receive no payment of any membership fees paid by any Member Patient.

Company warrants that it has undertaken due diligence to comply with regulations from all relevant State agencies concerning the operation of a Provider Organization in said State. Company makes no representations or warranties regarding the number of patients Company will be able to refer to Provider hereunder.

#### **11. INDEPENDENT CONTRACTOR**

It is the further express acknowledgment of the parties hereto that each Provider will at all times be deemed an independent contractor and nothing contained in this Agreement shall be construed to create the relationship of employer and employee, agent or representatives between Provider and Company.

#### **12. OWNERSHIP OF MARKETING MATERIALS, NAMES, SERVICE MARKS**

All marketing materials including without limitation all membership applications, promotional materials and videos are the copyrighted property of Company and shall remain the exclusive property of Company with all rights thereto.

Provider authorizes Comprehensive Health Group to use his or her name, including Clinic/Group names, addresses and phone numbers in a reasonable manner for purposes of promotion and advertising.

If applicable, Provider agrees to show video materials and to display notices approved and provided by Comprehensive Health Group in appropriate places in the Provider's facilities to indicate the availability of the Provider's services through Comprehensive Health Group.

Except as authorized above, Provider agrees that they will not use the names, symbols, trademarks or service marks of Comprehensive Health Group in advertising or promotion or otherwise without prior opportunity to review and prior written consent by Comprehensive Health Group.

#### **13. TERM OF AGREEMENT AND TERMINATION BY PARTIES**

The initial term of this Agreement shall commence upon execution hereof and shall continue until the first Anniversary Date of the month, day, and year first above written. Upon expiration of the initial term and each subsequent renewal period, if any, this Agreement shall automatically renew for a period of one (1) year, unless either party gives the other party written notice of its intent not to renew.

Either party may terminate this Agreement prior to the applicable Anniversary Date by providing thirty (30) days prior written notice to the other party hereto. Said written notice should be provided in accordance with the terms of Article 14, Paragraph e, below.

#### **14. MISCELLANEOUS**

- a. This Agreement constitutes the entire Agreement among the parties hereto with respect to the subject matter hereof and it shall not be amended, altered or changed except by written agreement between the parties.
- b. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns.
- c. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the validity or enforceability of the other provisions hereof and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.
- d. Any waiver as to any terms and conditions of this Agreement shall not operate as a future waiver of the same terms or conditions or prevent the future enforcement of any such terms or conditions hereof.
- e. Any notices or other communications required or permitted hereunder shall be sufficiently given, unless otherwise specified herein, if sent by certified mail, return receipt requested, postage and fees prepaid, or hand delivered, to the following addresses.

for Company:  
**Comprehensive Health Group**  
**6470 East Johns Crossing**  
**Suite 170**  
**Duluth, Georgia 30097**  
**Phone: (800) 669-8682**

for Provider Group:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Phone : \_\_\_\_\_

Provider Group may change such address by giving written notice of such change to Company in the manner noted in this Article 14, e.

- f. This Agreement may be executed in several counterparts, each of which shall be deemed an original but all of which together shall be deemed for all purposes one and the same instrument.
- g. This Agreement is made under and shall be governed by the laws of the State of Georgia in all respects, including matters of construction, validity and performance.
- h. Time is of the essence in this Agreement.

**IN WITNESS WHEREOF**, intending to be legally bound, the parties hereto by their Authorized Representatives have set their hands as of the day and year first above written.

**For (PROVIDER GROUP)**

By: \_\_\_\_\_ Title: \_\_\_\_\_  
Name {Please Print}

By: \_\_\_\_\_ Date: \_\_\_\_\_  
{Signature}

**For Comprehensive Health Group (Company)**  
**Allied Health Benefits, Inc.**

By: George Spalding, Jr. Title: President  
Name {Please Print}

By: \_\_\_\_\_ Date: \_\_\_\_\_  
{Signature}

**Exhibit A**  
**Fee Schedule for Article 2**

Provider's Usual and Customary Rates (UCR) are attached hereto and made a part of this Exhibit A. Said UCR charged by Provider and his or her supervised staff shall be reduced by the following amounts:

A. For all Active Members of the **Health Access, Guardian (opt.) and Coalition America (opt.)** programs:

Provider shall supply each Active Member:

<u>Services</u>	<u>Health Access</u>	<u>Guardian</u>	<u>Coalition America</u>
Initial free consultation	yes	yes	yes
Diagnostics	50%	30%	30%
In-House X-Rays	50%	50%	30%
Chiropractic & Related Services	30%	30%	30%

This rate reduction does not apply to products & appliances.

**I Do Not Accept Guardian**       **I Do Not Accept Coalition America**

ADDENDUM NO.1

1. Provider agrees to participate in and cooperate with the decisions, policies, processes and rules established by the Company with regard to any utilization review and management review program including, but not limited to, certification procedures, concurrent and retrospective evaluations, referral procedures, and reporting of clinical encounter data, should said program(s) be established.
2. Provider agrees to maintain and make available to the Company such medical records as are necessary for the Company to determine, on either a concurrent or retrospective basis, the nature of and charges for services rendered to Company Member Patients. Provider further agrees to maintain and make available, such medical records as are necessary to determine the medical necessity and appropriateness of care provided to Company Member Patients, to appropriate State and Federal authorities and their agents involved in assessing the accessibility and availability of care or investigating member grievances or complaints. Provider also agrees to comply with the applicable State and Federal laws, including the HIPAA Act of 1996, related to privacy and confidentiality of medical records.
3. For indemnity insurance plans which are treated as discount programs, Provider agrees to charge or bill, and to accept payment as full compensation for, only those amounts properly classifiable as deductibles or co-payments for Covered Services, for Active Members under an Insurer's Plan, or for not Covered Services, in a form reasonably acceptable to the Insurer.
4. In the event this Agreement is terminated, Provider agrees to continue service to any Company Member Patient until the expiration of all Member Patients' rights within twelve months of the date of termination or as affected by law or regulation, or by referral to another Provider as provided in Paragraph 5 of the Agreement, subject to 5., below, or voluntarily.
5. Both parties hereto agree that the rights and responsibilities under the Agreement cannot be sold, leased, assigned or otherwise delegated by either party and without the prior written and informed consent of the Company.
6. Both parties agree that the Provider's obligation to perform services is determined by the Provider's hours of operation set forth as part of the Provider application
7. In the event of a dispute, the parties will endeavor to settle matters between themselves. If unable to do so, either party may avail itself of paragraph 14. g.

\_\_\_\_\_  
Provider's signature

\_\_\_\_\_  
Date

**Exhibit B**  
**Additional Certificate Holder for Article 8(b)**  
(Must Be completed for every Provider in Provider Group  
and Must Be Forwarded to your Insurance Company)

Date **Please fax this page to your insurance carrier.**

To: Name of Malpractice Insurance Carrier  
  
Address  
  
City, State, Zip  
  
Policy #  
(This number is located on your policy declaration page)

I, Dr. \_\_\_\_\_, (please refer to attached copy of policy declaration page), hereby request that Comprehensive Health Group be made an additional certificate holder on the above policy. I understand that the additional certificate holder will be notified of any change in the status of my policy. I hereby consent to the release and exchange of information relating to any disciplinary action, suspension, or curtailment of practice privileges to Comprehensive Health Group.

The address for notification is to your insurance carrier is:

Comprehensive Health Group  
Credentialing Department  
6470 East Johns Crossing  
Suite 170  
Duluth, GA 30097  
Phone: (770) 448-4677 or (800) 669-8682 Fax (888) 774-0456

\_\_\_\_\_  
Signature of Doctor of Chiropractic

## Coalition America

**Coalition America, Inc. (CAI)**, based in Atlanta, Georgia, provides PPO repricing services for 300 clients representing more than 12,000 businesses, and several million employees, nationwide. CAI is not an insurance company nor is it responsible for any payments to providers, but works with its clients to facilitate timely payment.

Under this agreement CHG has authorized CAI to have its clients issue payments directly to CHG participating, contracted providers, and the amount paid will be the CHG contracted percentage off billed charges, which for this facility only has been reduced to 30% for all services, less any co-pay, deductible and/or co-insurance which you will be able to collect directly from the patient. Under this arrangement, you will receive the direct payments within forty-five (45) days upon receipt of a clean claim from your office.

Please note that per the terms of your agreement with CHG, you will not balance bill the patient(s) for the difference between the billed charges and the contracted amount (70%). \*See example below. You should begin to see payments made through CAI's clients by the end of May, 2005. The EOB language will state "Paid according to Comprehensive Health Group."

*Example: Usual and customary charge for service (adjustment, x-ray, etc.)	\$50.
Less CHG discount (30%)	<u>15.</u>
Due from Patient / Insurer	<u>\$ 35.</u>
Estimated payment from Patient's out-of-network insurer (50%)	25.
Patient payment due at time of service	<u>10.</u>
Total amount Chiropractor receives	<u>\$35.</u>

## *Guardian Insurance*

With the **Guardian** program, Guardian insureds are issued a card or sticker which bears CHG's name or logo. These insureds are in Guardian Indemnity Insurance programs, not their managed care programs. The Guardian benefit for these groups allows thirty (30) visits per benefit year. By participating, you agree to offer Guardian insureds a free initial consultation, a 50% discount on x-rays (except in Colorado) and a 30% discount on exams and treatments. The discounts are based on the lesser of your usual and customary rate, or your regional percentile ranking applied to your UCR.

You may participate in **Health Access** and decline **Coalition America** and / or **Guardian** or participate in all three. Please designate your preference by **checking off the blocks** on page 6 of the Provider Agreement.