



## PARTICIPATING PROVIDER AGREEMENT

This Participating Provider Agreement (“Agreement”) is effective as of \_\_\_\_\_ (the “Effective Date”) by and between Transparent Health Group, LLC (“THG”), with a place of business located at 630 Fairview Road, Suite 201, Swarthmore, PA 19081 and (Provider”), located at \_\_\_\_\_.

### RECITALS

**WHEREAS**, THG operates the Transparent Health Network (“THN”), a subscription-based network that provides Members with access to pre-determined charges for professional medical services; and

**WHEREAS**, Provider is a medical service provider licensed to practice in the State of New York and desires to contract with THG for the purpose of participating in THN; and

**WHEREAS**, the parties desire to enter into an agreement to establish the terms for the provision of health care services by Provider to THG’s Members and the associated payment by Members for such care.

**NOW THEREFORE**, in consideration of the promises, mutual covenants and agreements hereinafter set forth, the parties agree as follows:

### SECTION 1 DEFINITIONS

- 1.1 “**Customary Charge**” shall mean the fee for health care services charged to patients by Provider in the ordinary course of Provider’s business to patients who are not THG Members.
- 1.2 “**Discounted Charge**” shall mean the pre-determined charge, as referenced in Appendix 1, that Provider has accepted as the charge for certain professional medical services rendered to Members.
- 1.3 “**Transparent Health Network**” or “**THN**” shall mean the membership organization operated by THG that provides Members with access to Discounted Charges.
- 1.4 “**Member**” shall mean a person whose application for membership has been accepted by THG and who possesses a valid THG membership card.
- 1.5 “**Term**” shall mean the period of time that the Agreement is effective.

### SECTION 2 REPRESENTATION AND WARRANTIES

- 2.1 **Representations and Warranties of Provider.** Provider, by virtue of its execution and delivery of this Agreement, represents and warrants as follows:
  - 2.1.1 Provider is and shall remain at all times during the Term of this Agreement duly licensed or otherwise legally authorized to provide medical services in the State of New York.
  - 2.1.2 Provider has all requisite legal power and authority to conduct its business as presently conducted, and to execute, deliver and perform its obligations under this Agreement.
  - 2.1.3 Provider has obtained and holds all registrations, permits, licenses, and other approvals and consents, and has made all filings, that it is required to obtain from or make with all governmental entities under applicable law in order to conduct its business as presently conducted and to enter into and perform its obligations under this Agreement.
- 2.2 **Representations and Warranties of THG.** THG, by virtue of its execution and delivery of this Agreement, represents and warrants as follows:



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- 2.2.1 THG is a duly organized and validly existing limited liability company in good standing under the laws of the State of New York.
- 2.2.2 THG has all requisite corporate power and authority to conduct its business as presently conducted, and to execute, deliver and perform its obligations under this Agreement.
- 2.2.3 THG has obtained and holds all registrations, permits, licenses, and other approvals and consents, and has made all filings, that it is required to obtain from or make with all governmental entities under applicable law in order to conduct its business as presently conducted and to enter into and perform its obligations under this Agreement.
- 2.3 **Indemnification.** Each party (the “Indemnifying Party”) shall indemnify and hold harmless the other party (the “Indemnified Party”) against any complaints, causes of action, claims, judgments, penalties or lawsuits, including reasonable attorneys’ fees (collectively, “Claims”), against the Indemnified Party as a result of, arising out of, or in any way related to the Indemnifying Party’s breach of its obligations under this Agreement, including, without limitation, breach of the Indemnifying Party’s representations and warranties under this Section 2. Each party shall provide prompt written notice to the other party upon learning of any Claim that may result in an indemnification obligation under this Section 2.3.

### SECTION 3 **PROVIDER OBLIGATIONS**

- 3.1 **Discounted Charges.** For professional services rendered, Provider shall provide the services and charge Members the Discounted Charge(s) set forth in the attached Appendix 1, which may be amended from time to time, as documented in Appendix 1, and is hereby incorporated by reference.
- 3.2 **Payment is Payment in Full.** Payment to Provider of the Discounted Charge(s) shall be payment in full for the services to which the Discounted Charge(s) apply, and Provider will not seek to recover, charge, or accept any payment from Member, or anyone acting on Member’s behalf, in excess of the Discounted Charge(s), regardless of whether any such amount is less than Provider’s Customary Charge, nor will Provider seek to impose a lien for the difference between the amount paid by such Member, pursuant to the Discounted Charge(s), and Provider’s Customary Charge
- 3.3 **Verification.** Provider will submit a fully completed THG application form and provide the following verification documents: State Medical License, Valid DEA Certificate, Proof of active malpractice insurance, plus proof of board certification for their specialty as applicable. Provider shall maintain and submit to THG all updated applicable documentation as required. The verification process will be completed upon provider’s receipt of the THG welcome letter.
- 3.4 **Nondiscrimination.** Provider shall not discriminate in the treatment of Members on the basis of race, age, religion, national origin, creed, color, gender, sexual preference, place of residence, disability, source of payment, or type of illness or condition, shall make his or her services available to Members in the same manner as to non-Members, and shall otherwise comply with all applicable federal, state and local civil rights and human rights laws applicable to the provision of health care services.
- 3.5 **Applicability**
- 3.5.1 This Agreement applies to the Provider’s practice locations set forth in Appendix 2, hereby incorporated by reference. In the event Provider begins providing services at other locations (either by opening such locations itself, or by acquiring, merging, or coming under common ownership or control with an existing provider of services that was not already under contract with THG), such additional locations will become subject to this Agreement thirty (30) days after THG receives notice as required under Section 3.11 of this Agreement.
- 3.5.2 In the event Provider becomes affiliated with another provider that is already under contract with THG and subject to a schedule of Discounted Charges, this Agreement, together with the Discounted Charges set forth on Appendix 1, and the other agreement, together with the Discounted Charges applicable thereto, will each remain in effect and will continue to apply to the office location(s) specified in the respective agreements as they did prior to the affiliation, unless otherwise agreed to in writing by all parties to such agreements.



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- 3.6 **Health Care Services.** At all times Provider shall be solely responsible for his/her professional judgments and actions. This Agreement does not dictate the health care services provided by Provider, or govern Provider's determination of what care to provide its patients, even if those patients are Members. The decision regarding what care is to be provided remains with Provider and with Members, and not with THG. Notwithstanding the foregoing, Provider understands and agrees that all patient care services rendered and procedures performed by Provider to or on behalf of Members, and the Discounted Charges related thereto, shall be provided and billed only at the level appropriate to meet the health care needs of the patient.
- 3.7 **Communication with Members.** Nothing in this Agreement is intended to limit Provider's right or ability to communicate fully with a Member regarding the Member's health condition and treatment options. Provider is free to discuss all treatment options without regard to whether or not a given option is a service for which there is a Discounted Charge.
- 3.8 **Liability Insurance.** Provider shall maintain professional liability insurance with carriers authorized in the State(s) in which Provider practices his/her profession covering Provider for all professional activities while this Agreement is in effect, with limits not less than \$1 million per occurrence and \$3 million in the aggregate. Provider shall, at his/her own expense, provide any necessary "tail coverage" in the event such policy of insurance is "claims made" and terminates. Provider shall provide THG with certificates of insurance evidencing such insurance and shall request the carrier to give THG at least thirty (30) days' prior notice to the termination of or material change in such insurance coverage.
- 3.9 **Maintenance of and Access to Records; Privacy.** Provider shall (i) maintain patient-care records relating to professional services provided to Members for the greater of six (6) years following the end of the calendar year during which the professional services are provided, or any longer retention period required by applicable law; (ii) ensure the use, privacy and confidentiality of such records in accordance with applicable law, including, but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and any comparable state laws; and (iii) at reasonable times and to the extent required by applicable law or regulation, make available for inspection and duplication all records in the possession of Provider relating to services provided to Members, to federal and state agencies having jurisdiction thereover.
- 3.10 **Employees and Affiliates.** Provider will ensure that its employees, affiliates, and any individuals or entities subcontracted by Provider to render services in connection with this Agreement adhere to the requirements of this Agreement. The use of such employees, affiliates, or entities to render services in connection with this Agreement shall not limit Provider's obligations and accountability under this Agreement with regard to such services.
- 3.11 **Notice.** Provider will give written notice to THG within one (1) business day after he/she learns of any of the following (except for circumstances described in subsection 3.11.6, as to which ten (10) business days notice shall be provided):
- 3.11.1 any suspension, revocation, condition, limitation, qualification or other material restriction on Provider's professional licenses, certifications, or permits by any government agency under which Provider is authorized to provide health care services;
  - 3.11.2 any suspension, revocation, condition, limitation, qualification or other material restriction of Provider's staff privileges at any licensed hospital, nursing home, or other facility at which Provider has staff privileges during the term of this Agreement;
  - 3.11.3 any indictment, arrest, or conviction of Provider for a felony, or for any criminal charge related to the practice of Provider's profession;
  - 3.11.4 any other situation which might adversely affect Provider's ability to properly carry out Provider's obligations under this Agreement; or
  - 3.11.5 any change to the information contained in Appendix 2: Provider Practice Locations.
- 3.12 **Member Information.** At least annually during the term of this Agreement, THG may request, and Provider shall provide to THG, all information and records maintained by Provider, other than patient-care or other protected health information of the Members, relating to this Agreement. Records requested pursuant to this Section 3.12 shall include, but not be limited to, the total number of Members treated by Provider, the total number of patient encounters with each such Members, and the total number of procedures performed on each Member.



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- 3.13 **Compliance With Law.** Provider shall comply with all applicable statutory and regulatory requirements, including but not limited to those relating to confidentiality of Members’ personal health information.
- 3.14 **Not Insurance.** Provider acknowledges and agrees that THG is not a health insurance program and is not intended as a substitute for insurance.

### SECTION 4 THG OBLIGATIONS

- 4.1 **Liability Insurance.** THG will procure and maintain general liability insurance and other insurance as THG reasonably determines may be necessary to protect THG and THG’s employees against claims, liabilities, damages, or judgments that arise out of services provided by THG or THG’s employees under this Agreement.
- 4.2 **Licensure.** THG will maintain, without material restriction, such licenses, registrations, and permits as are necessary to enable THG to lawfully perform this Agreement.
- 4.3 **Compliance With Law.** THG shall comply with applicable statutory and regulatory requirements, including but not limited to those relating to confidentiality of Member’s personal health information.
- 4.4 **Confidentiality.** THG will take commercially reasonable measures to protect the confidentiality of information submitted to THG by Provider and shall not disclose such information to any person or entity without the prior written consent of Provider, provided however, that the foregoing shall not apply to information which (i) is provided by Provider for THG to post on THG’s website; (ii) is generally available to the public; (iii) becomes available to THG from a source other than Provider, which source was not itself bound by a confidentiality agreement; or (iv) is required to be disclosed by law or pursuant to lawful process or court order, providing that, in accordance with applicable law, THG gives Provider reasonable notice and an opportunity to oppose disclosure before any disclosure occurs.

### SECTION 5 TERM AND TERMINATION

- 5.1 **Term.** This Agreement shall take effect on the Effective Date, and shall remain in effect unless otherwise terminated pursuant to Section 5.2.
- 5.2 **Termination.** This Agreement may be terminated under any of the following circumstances:
  - 5.2.1 By mutual written agreement of the parties;
  - 5.2.2 By either party upon thirty (30) days prior written notice;
  - 5.2.3 Immediately by THG, in its sole discretion, upon learning (or receipt of notice from Provider) of any event described in Sections 3.11.1 - 3.11.4, non-compliance with Sections 3.1 or 3.6, or in accordance with the terms of THG’s Provider Verification Plan.
  - 5.2.4 By either party if the other party becomes insolvent or has bankruptcy proceedings initiated by or against it.
- 5.3 **Termination Notice.** Termination notices under this Agreement must be sent via certified mail, return receipt requested:

**If to THG:**  
 630 Fairview Road, Suite 201  
 Swarthmore, PA 19081

If to Provider:  
 \_\_\_\_\_  
 \_\_\_\_\_

The parties will treat termination notices as “received” on the third business day after they are sent through regular mail.

- 5.4 **Continuation of Services.** In the event a Member is receiving any professional services from Provider as of the date the termination takes effect, Provider will continue to render those services to that Member pursuant to the terms of this



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Agreement for thirty (30) days, or until Member can safely cease receiving such professional services from Provider, but no more than 60 days unless otherwise agreed.

### SECTION 6 MISCELLANEOUS

- 6.1 **Entire Agreement.** This Agreement and any supplemental appendices, attachments, or exhibits constitutes the entire agreement between the parties with regard to the subject matter herein, and supersedes any prior written or unwritten agreements between the parties or their affiliates with regard to the same subject matter.
- 6.2 **Amendment.** This Agreement or any of the appendices, attachments, or exhibits may be amended upon written mutual consent by both parties.
- 6.3 **Nonwaiver.** The waiver of either party of any breach of any provision of this Agreement shall not operate as a waiver of any subsequent breach of the same or any other provision.
- 6.4 **Assignment.** This Agreement may not be assigned by Provider without the written consent of THG.
- 6.5 **Relationship of the Parties.** The sole relationship between the parties to this Agreement is that of independent contractors. This Agreement does not create a joint venture, partnership, agency, employment or other relationship between the parties.
- 6.6 **No Third-Party Beneficiaries.** THG and Provider are the only entities with rights and remedies under this Agreement.
- 6.7 **Notice.** Any notice required to be given under this Agreement shall be in writing. All notices shall be deemed to be given when delivered in person, by facsimile, receipted overnight courier or, if delivered by first-class United States mail, on the date mailed, proper postage prepaid and properly addressed to the appropriate party at the address set forth in this Agreement. Notwithstanding the previous sentence, all notices of termination of this Agreement by either party must be sent by certified mail, return receipt requested. Notice by e-mail shall be permitted only as set forth on Appendix 1.
- 6.8 **Confidentiality.** Neither party will disclose any proprietary business information not available to the general public, obtained by the party from the other party.
- 6.9 **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of New York.
- 6.10 **Severability.** Any provision of this Agreement that is unlawful, invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining provisions of this Agreement or the lawfulness, validity or enforceability of the offending provision in any other situation or jurisdiction.
- 6.11 **Provider-Specific Terms.** Any additional terms applicable to the relationship established hereunder between THG and the Provider identified on the first page hereof are set forth in Appendix 3, hereby incorporated by reference.
- 6.12 **Survival.** Sections 3.2, 3.11, 5.4 and 6.8 shall survive any termination or expiration of this Agreement.

**IN WITNESS WHEREOF**, the parties hereto, intending to be legally bound, have by their proper and duly authorized officers duly executed this Agreement as of the day and year first above written.

**Transparent Health Group, LLC**

**Provider Signature:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Print Name:

Print Name:

Date:

Date:



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## APPENDIX 1 SERVICES AND DISCOUNTED CHARGES

### Fee Schedule

Provider shall charge THG Members the Discounted Charges for professional services rendered at the office location(s) specified on Appendix 2 in accordance with the fee schedule applicable to such office location(s).

The fee schedule for the New York / New Jersey metro region is set at 100% of the Medicare Fee Schedule for the applicable locality, on a per CPT code basis. For services or supplies not valued by Medicare, and for which THG does not have a published fee schedule, reimbursement shall be subject to Provider’s usual and customary fee schedule.

The fee schedule may be amended from time to time by THG upon sixty (60) days prior written notice to Provider (the “First Notice”). During such sixty (60) day period (the “Notice Period”), Provider shall have the opportunity to submit comments to the proposed revised fee schedule, which will remain unchanged during the Notice Period. If no comments are received, the revised fee schedule will go into effect at the end of the Notice Period. If comments are received, THG will review the comments and, within five (5) business days of receipt thereof, provide notice to Provider (the “Second Notice”) (i) that the revised fee schedule will go into effect as proposed in THG’s First Notice; or (ii) that the fee schedule will remain unchanged; or (iii) that the fee schedule will be revised in some other manner. Any such change to the fee schedule shall be effective at the end of the Notice Period, or within five (5) business days of the date of the Second Notice, whichever is later. If Provider opposes the revised fee schedule (as described in the Second Notice), Provider may immediately terminate this Agreement and Services rendered in accordance with Section 5.4 shall be reimbursed at the last mutually agreed upon reimbursement rate.

## Appendix 2 PROVIDER PRACTICE LOCATIONS

This Appendix 2 supplements and is made part of the Participating Provider Agreement entered into on the date of \_\_\_\_\_, by and between THG and Provider (the “Agreement”).

Provider attests that this Appendix 2 identifies all service locations covered under the Agreement.

Office/Clinic Name	Office/Clinic Name	Office/Clinic Name
Street Address	Street Address	Street Address
City	City	City
State and Zip Code	State and Zip Code	State and Zip Code
Phone Number	Phone Number	Phone Number