



HEALTHYCT, INC. PARTICIPATING GROUP AGREEMENT

THIS PARTICIPATING GROUP AGREEMENT ("Agreement") is made by and among _____, a Group organized under the laws of the state of Connecticut (hereinafter "Group") and HealthyCT, Inc., a Connecticut nonprofit corporation ("HCT"). Hereinafter, Group and HCT may be referred to as a "Party" or collectively, "Parties").

WHEREAS, HCT was awarded federal loan money (the "Loan") under the federal Consumer Operated and Oriented program pursuant to section 1322 of the Patient Protection and Affordable Care Act of 2010 (including the rules and regulations issued thereunder, the "ACA"), and is a consumer operated and oriented, private, commercial nonprofit health insurance issuer (a "CO-OP");

WHEREAS, HCT is offering Plans both on and off of the Connecticut Exchange;

WHEREAS, HCT and Group mutually desire to enter into an arrangement whereby Group will become a Participating Group for the HCT Plans.

NOW THEREFORE, in consideration of promises and mutual covenants set forth herein and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, HCT and Group hereby agree to be legally bound as follows:

1. DEFINITIONS

1.1 "**Certificate of Coverage**" means the applications, representations, warranties, policies, contracts and other instruments entered into by and between (and which collectively set forth the terms of the HCT Plans and the respective obligations of) HCT and each Member.

1.2 "**CLIA**" means the Clinical Laboratory Improvement Amendments of 1988, as may be amended.

1.3 "**Claim**" means either the uniform bill claim form or electronic claim form in the format prescribed by the State of Connecticut submitted by Group for payment by HCT for Covered Services rendered to a Member.

1.4 "**Clean Claim**" means a claim filed on (i) a UB04 Form or (ii) Centers for Medicare & Medicaid Services ("CMS") 1500 Form with current CMS coding or its successor billing form, current International Classification of Diseases, Ninth Revision ("ICD9") (or the most then-current version) and the most recent annual update of the

Current Procedural Terminology (“CPT”) coding in accordance with the then current Medicare guidelines, which can be processed without obtaining additional information regarding the services provided and which otherwise meets HCT’s billing requirements. A Clean Claim does not include a claim under review for Medical Necessity.

1.5 **“Contract Rate”** means the applicable rate(s) as set forth in the Exhibit B.

1.6 **“Covered Services”** means all of the health care services and supplies: (a) that are Medically Necessary; (b) that are generally available at Group or Group affiliated facility; (c) that Group is licensed to provide to Members; and (d) that are covered under the terms of the applicable Certificate of Coverage.

1.7 **“Emergency Services”** means any health care service provided to a Member after the sudden onset of a medical condition that manifests itself by acute symptoms of sufficient severity or severe pain, such that a prudent layperson, who possesses an average knowledge of health and medicine, could reasonably expect the absence of immediate medical attention to result in: (i) placing the health of the Member, or, with respect to a pregnant Member, the health of the Member or her unborn child, in serious jeopardy; (ii) serious impairment to bodily functions; or (iii) serious dysfunction of any bodily organ or part.

1.8 **“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 or otherwise consistent with the standards set forth in policy issues involving clinical judgment.

1.9 **“HIPAA”** means the Health Insurance Portability and Accountability Act of 1996, including without limitation its privacy, security and administrative simplification provisions as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH Act) of 2009, and the rules and regulations promulgated thereunder, each as may be amended from time to time.

1.10 **“Hospital-Based Provider”** means a provider who is employed by or has exclusive privileges at a hospital. Hospital-Based Providers may include, but are not limited to, anesthesiologists, radiologists, pathologists, neonatologists, hospitalists, emergency room physicians, and physicians providing services under employment.

1.11 **“Improper Payments”** means any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative or other legally applicable requirements. This includes but is not limited to: 1) Any payment for an ineligible member; 2) any duplicate payment; 3) any payment for services not received; 4) any payment incorrectly denied; and 5) any payment that does not account for credits or applicable discounts.

1.12 **“Inpatient Covered Services”** means Covered Services provided by a Participating Hospital to a Member who is admitted and treated as a registered

inpatient, is assigned a licensed bed within the Participating Hospital, remains assigned to such bed and for whom a room and board charge is made.

1.13 **“Material Change”** means a change that has a significant negative financial impact on either party’s standard operating procedures.

1.14 **“Medically Necessary”** or **“Medical Necessity”** means 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. (C.G.S. §§ 38a-482a(a)).

1.15 **“Member”** means an individual who is eligible to receive Covered Services under an HCT Certificate of Coverage.

1.16 **“Network”** means a group of healthcare providers that support, through a direct or indirect contractual relationship, some or all of the Plan(s) in which Members are enrolled.

1.17 **“Participating Hospital”** means a hospital that has entered into a direct written agreement with HCT to provide Covered Services to Members.

1.18 **“Participating Provider”** means a healthcare provider, including, but not limited to a physician, Group (including the Group and any other Participating Group), Hospitals, Hospital-Based Providers, home health agency, laboratory or other professional facility, supplier, or vendor or other service provider that has entered into a direct or indirect written agreement with HCT to provide Covered Services to Members.

1.19 **“Plan”** means those health plans offered by HCT to its Members.

1.20 **“Provider Manual”** means HCT’s manual (as modified from time to time) which is available online at www.healthyct.org and which contains those operating policies, standards, and procedures, including, but not limited to, HCT’s requirements for claims submission and payment, credentialing/re-credentialing, utilization review/management, disease and case management, quality assurance/improvement, advance directives, Member rights, grievances and appeals, which are pertinent to this Agreement.

1.21 **“Represented Physician/Provider”** means a healthcare provider, including, but not limited to a physician, Independent Practice Association or other practitioner practice group, hospital (including any Participating Hospital), Hospital Based Providers, Providers, a home health agency, laboratory or other professional facility, supplier, or vendor or other service provider (a) who is employed by, associated with or otherwise represented by the Group; (b) who is authorized by the Group to provide Covered Services pursuant to this Agreement; (c) who is properly credentialed; and (d) who has agreed with the Group to be subject to the requirements of this Agreement to the extent applicable to Represented Physician. References to “Group” are considered to include all Represented Physician/Providers.

1.22 **“Subcontracts”** means those subcontracts or downstream agreements that Group may enter into with other healthcare providers providing Covered Services, on Group’s behalf, to HCT Members, as permitted by HCT.

2. OBLIGATIONS

2.1 Group Information.

2.1.1 Group: (i) shall provide HCT with a complete list of all service locations on Appendix A, attached hereto, and the names, locations, and signatures of all Represented Physicians/Providers staffing such locations; (ii) represents and warrants that Group and/or its Represented Physicians/Providers/Providers are appropriately licensed and/or certified under the laws of the State of Connecticut; (iii) agrees that it is Group’s responsibility to comply with the terms and conditions of this Agreement; (iv) warrants that to the extent Group maintains written agreements with Represented Physicians/Providers/Providers such agreements contain similar provisions relating to the provision of health care services or affecting quality of care to this Agreement; and (v) agrees that whenever in this Agreement the term “Group” is used to describe an obligation or duty, such obligation or duty shall also be the responsibility of each individual Represented Physicians/Providers/Providers identified by the Group under this Section 2.1.1, as the context may require.

2.1.2 Conflicts Amongst Agreements. In the event of any conflict between Group’s agreements with Participating Providers rendering services to Members under this Agreement and the terms of this Agreement, the Parties agree that this Agreement shall control with respect to Covered Services rendered to Members Upon reasonable request and where necessary to meet regulatory and/or government payor requirements and/or where necessary to confirm payment obligation, Group agrees to provide HCT, and/or an authorized government agency, with access to copies of Group’s written agreements with Participating Providers and to the extent not otherwise required by HCT, for payment purposes. Group may redact fees paid by Group to its identified Participating Providers thereunder prior to giving access to such agreements.

2.2 Provision of Covered Services.

2.2.1 Group agrees to provide Covered Services to Members on a twenty-four (24) hours per day, seven (7) days per week basis except if Group does not provide emergency services, then it shall ensure that Covered Services are available to Covered Persons in accordance with standard operating hours for each Group location.

2.2.2 HCT reserves the right to introduce new HCT Plans or other products in addition to the current HCT Plans to Group while this Agreement is in effect. To the extent that the specific terms for the provision of Covered Services in new plans are not included herein, they shall be agreed to by the Parties in writing if HCT offers participation in these programs to Group. The Group will be given a minimum of sixty (60) days written notice if the introduction of such an insurance product will make Material Changes to the Group's administrative requirements under this Agreement or to the Group's fee schedule. The Group may decline to participate in such new product by providing written notice to HCT within thirty (30) days of receipt of the notice from HCT.

2.3 **Designated Providers/Subcontracting.** Group shall not subcontract the services materially related to the quality of care or the provision of healthcare services to another person or entity without advance written permission from HCT. This is for the purpose of HCT maintaining adequate provider Networks. If HCT permits any Subcontracts, Group shall ensure that all such Subcontracts are written and duly executed, and that the terms of this Agreement and any amendments hereto are included in all such Subcontracts. Group shall be fully responsible for the acts or omissions of its subcontractors performing tasks related to the quality of care or the provision of healthcare services. Upon request, HCT must be provided with a copy of any Subcontract related to the terms of this Agreement.

2.4 **Member Eligibility Status.** To determine whether an individual is a Member and, therefore, entitled to receive benefits, Group shall ask the individual to present his or her identification card, which shall be provided to all Members by HCT. However, Group acknowledges that such information is subject to change retroactively (1) if HCT does not receive proper and timely notification regarding termination of a Member's coverage; (2) as a result of the Member's final decision regarding continuation of coverage pursuant to state and federal laws; or (3) if eligibility information HCT receives on the individual is later proven to be false or incorrect. In addition, the identification card will contain a telephone number that Group may call to confirm the eligibility of a Member.

2.5 **Standard of Care.** Group shall provide or arrange for the provision of Covered Services in conformity with Generally Accepted Standards of Medical Practice in the market in effect at the time the Covered Service is rendered.

2.6 **Policies and Procedures.** Group shall comply with all policies and procedures of HCT (as modified from time to time), including but not limited to, quality improvement, utilization review, peer review, grievance procedures, credentialing and re-credentialing procedures, and any other policies adopted or amended by HCT. Group agrees to provide HCT access to the necessary records, in order to enable HCT to ensure compliance with this Section 2.6 within thirty (30) days of request by HCT.

2.7 Licensure. Group shall maintain in good standing all licenses, accreditations, and certifications required by law for so long as this Agreement is in effect. Group further represents and warrants that it is a Group licensed by the appropriate regulatory body in the state in which Group is located, approved by The Joint Commission, if applicable, and certified for participation under Medicare and Medicaid (Titles XVIII and XIX of the Social Security Act). Group shall require its Represented Providers to maintain, in good standing, all licenses required by law and certification under Medicare and Medicaid.

2.8 Liability Insurance. Group warrants and represents that it shall maintain (or cause to be in effect) at all times during which services under this Agreement are provided, comprehensive general liability insurance with limits of not less than \$1 million per occurrence and \$3 million in the aggregate and professional liability insurance with not less than \$1 million per occurrence and \$3 million in the aggregate. Such insurance shall be obtained from a commercial insurance carrier licensed or admitted to do business in Connecticut or from a duly established and appropriately self-funded or pooled insurance program registered with the Connecticut Insurance Department. The professional liability insurance coverage shall be on an occurrence basis or, if on a "claims made" basis, shall include appropriate tail coverage. Group shall cause each insurance carrier and/or program providing such coverage to provide HCT with at least thirty (30) days' prior written notice of any substantial modification, reduction or termination of such coverage. Upon request, Group shall provide HCT copies of such insurance policies or certificates. HCT shall maintain insurance as shall be necessary to ensure HCT and its employees are acting within the scope of their duties.

2.9 Claim Submission and Payment.

2.9.1 Group shall submit Clean Claims within one hundred twenty (120) days of the date of service or date of discharge, unless coordination of benefit issues exist. If coordination of benefit issues exist, then Group shall submit bills within one hundred twenty (120) days from the date of payment by primary carrier. Group may not bill HCT for Covered Services prior to the date of discharge and shall not separately bill for Covered Services for purposes of additional payments under this Agreement. Group understands and agrees that failure to submit a Clean Claim in accordance with the requirements of this Section 2.9 may result in the denial of such Claim.

2.10 HCT Out of Area Program. Group agrees to provide Covered Services to any person who is covered under a HCT out of area or reciprocal program and to submit Claims as directed by HCT, for payment. Group agrees to accept payment by HCT at the HCT Contract Rate, for the equivalent Network, as payment in full. The provisions of this Agreement shall apply to Claims for Covered Services under the out of area or reciprocal programs. Group further agrees to comply with other similar programs of HCT.

2.11 Utilization Review. HCT shall conduct prospective, concurrent and retrospective reviews of Covered Services in conformity with applicable state and federal laws, regulations and reporting requirements. Group agrees to make every effort to cooperate with, participate in and abide by decisions of HCT's utilization

review. By way of illustration only, and not limitation, Group shall use its best efforts to cooperate with HCT's employees conducting concurrent utilization review. If there is a conflict between Group's utilization review standards and HCT's utilization review standards, for purposes of this Agreement, the decision of HCT's medical director, or medical director's designee, initially shall control, however Group shall have the right to appeal such decision under the applicable HCT provider appeal procedures.

2.12 Quality Improvement. HCT may conduct quality improvement audits and evaluations on a periodic basis, in accordance with the requirements of applicable state and federal laws, regulations and reporting requirements. Group shall cooperate with HCT in the conduct of such reviews and shall provide HCT with reasonable access to the records and other information needed by HCT to complete such audits and evaluations.

2.13 Hold Harmless Provision.

2.13.1 Group agrees that in no event, including, but not limited to, nonpayment by HCT, or HCT's insolvency or breach of this Agreement shall Group bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from, or have any recourse against Members(s) for Covered Services rendered under this Agreement. Group's sole and exclusive recourse shall be against HCT .. This Section 2.13.1 shall not prohibit collection of copayments, coinsurance, or deductibles in accordance with the Certificate of Coverage.

2.13.2 Group further agrees that: (i) this provision shall survive termination of this Agreement regardless of the cause giving rise to termination and shall be construed to be for the benefit of the Member; and (ii) this provision supersedes any oral or written contrary agreement now existing or hereafter entered into between Group and a Member or a person acting on Member's behalf.

2.14 Members' Direct Access to Certain Services. Without limiting Group's other obligations under state and federal law, Group shall allow direct access for mammography screenings, influenza vaccinations and to women's health specialists for routine and preventive health care services for female Members. Group agrees to comply with all of HCT's policies with regard to direct access in such specific circumstances, and all state and federal laws regarding direct access to any other services.

2.15 Individual Case Management. Group shall cooperate with HCT's policies, which may be modified from time to time to comply with NCQA's requirements, for identifying Members with complex or serious medical conditions, assessment of those conditions and establishment and implementation of a treatment plan appropriate for those conditions.

2.16 Cultural Competence. Group shall use its best efforts to provide information in a culturally competent manner to Members, including those with limited English proficiency or reading skills, diverse cultural and ethnic backgrounds and physical or mental disabilities.

2.17 **Advance Directives.** Group shall cooperate with all of HCT's policies and procedures regarding advanced directives. Group shall document whether or not a Member has executed an advance directive and include such documentation in a prominent part of the Member's medical record.

2.18 **Marketing.** Group hereby consents to the use of Group's name in HCT marketing materials and the listing of Group in a directory that HCT routinely distributes to Members, Participating Providers and employer groups.

2.19 **Laboratory or Testing Facilities.** Group agrees that in utilizing laboratories and testing facilities for HCT's Covered Persons who have coverage for laboratory and testing services, Group will make every good faith effort to use laboratories and testing facilities that are Participating Providers with HCT.

To the extent Group performs, or has available, laboratory procedures, tests and/or services: (a) all such laboratory equipment and supplies shall be maintained and all such laboratory procedures, tests and services shall be rendered in accordance with all applicable state and federal laws, rules and regulations, including without limitation CLIA; and (b) Group shall notify HCT in writing of any issues related to or revocation of Group's CLIA certificate(s).

3. **Compliance with All Federal and State Laws and Regulations**

3.1 **Compliance with Law; Nondiscrimination.** Group represents and warrants to HCT that Group conducts its business in compliance with all federal, state and local laws, regulations, and guidelines, including without limitation Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act, and the Age Discrimination Act of 1975. Group represents and warrants to HCT that it will not discriminate against Members with respect to the availability or provision of Covered Services based on a Member's race, sex, age, religion, place of residence, HIV status, source of payment, HCT membership, color, sexual orientation, marital status or any factor related to a Member's health status, including without limitation, a Member's medical condition (including mental as well as physical illness), claims experience, receipt of health care, medical history, genetic information, evidence of insurability, conditions arising out of acts of domestic violence, disability, or on any other basis otherwise prohibited by state, federal, or local law. Group shall comply with all laws, regulations, and guidelines applicable to CO-OP health care service providers and any requirements necessary for HCT to remain compliant with terms of the Loan. Group shall not discriminate against a Member based on whether or not the Member has executed an advance directive.

3.1.1 Group shall comply with all applicable requirements, laws, rules and regulations of CMS, any other federal agencies and any state agencies of the state(s) in which Group practices, including, without limitation, requirements that shall cause or require HCT to amend the terms and conditions of this Agreement. Group understands and agrees that CMS and the appropriate federal and state agencies may change or add to such requirements, laws, rules and regulations from time to time.

3.1.2 Group shall permit HCT, any federal or state agency having jurisdiction over Group's provision of Covered Services, the U.S. Department of Health and Human Services and any accrediting organization to conduct periodic site evaluations of Group's facilities, offices and records. Upon HCT's written request, Group shall provide HCT with a copy of the written response to any questions or comments posed by the agencies listed in the preceding sentence within thirty (30) days of submission of the response.

3.1.3 The terms and conditions of this Section 3.1 shall survive termination of this Agreement.

4. **Duty to Give Notice to HCT.** Group shall immediately give notice to HCT of the following, subject (if requested by Group) to HCT's acknowledgment of the confidentiality of the disclosures to be made and agreement to maintain such confidentiality in accordance with the terms of this Agreement:

- (a) any change in its business address or service locations;
- (b) the occurrence of a "change of control event" within the meaning of that term as defined and interpreted under section 409A of the Internal Revenue Code of 1986, as amended, and the rules and regulations thereunder;
- (c) any change in its licensure, accreditation by The Joint Commission, certifications including, but not limited to, those under Titles XVIII or XIX of the Social Security Act, or a change in licensure or accreditation status;
- (d) any substantial decrease in the limits, or other substantial changes in or to Group's medical malpractice or professional liability coverage;
- (e) any judicial or administrative order or judgment entered, or arbitrator's decisions rendered, against Group or any of its indemnitees under which Group or such indemnitee is held liable (or otherwise has liability) for \$1,000,000 or more in any single case or series of related cases;
- (f) any settlement agreement entered into by Group or any of its indemnitees under which Group or such indemnitee will be obligated to pay \$1,000,000 or more in any single case or series of related cases;
- (g) any governmental investigations (exclusive of routine or periodic audits or reviews) of alleged wrongdoing by Group or any of its indemnitees, and any whistleblower complaints (with the whistleblower's identity withheld);
- (h) any other situation that may substantially interfere with Group's duties and obligations under this Agreement, including but not limited to declines in the number of Covered Services, or loss or disruption of public or private funding, credit or other sources of working capital which may impede the Group's ability to provide services; and

- (i) Group shall notify HCT of any complaints it receives from Members regarding Group, HCT or Represented Providers. HCT shall notify Group of any complaints it receives from Members regarding Group. Group and HCT agree to cooperate fully in the investigation and resolution of any such Member complaint.
- (j) Group warrants and represents that upon the Effective Date, none of its Represented Providers, employees contractors, subcontractors or agents are ineligible persons identified on the General Services Administrations' List of Parties Excluded from Federal Programs (available through the Internet at <http://www.arnet.gov/epl>) and the HHS/OIG List of Excluded Individuals/Entities (available through the Internet at www.dhhs.gov/progorg/oig). If Group or any Represented Providers or any of Group's employees, subcontractors or agents thereof becomes an ineligible person after the Effective Date or otherwise fails to disclose his/her/its ineligible person status, Group shall have an obligation to (i) immediately notify HCT of such ineligible person status and (ii) within ten (10) days of such notice, remove such individual from responsibility for, or involvement with the Group's business operations related to this Agreement.

5. Claim Payment & Submission.

5.1 HCT agrees to pay all claims in accordance with the terms set forth in this Agreement, and HCT's Provider Manual and policies and procedures.

5.1.1 If there is denial of a claim, HCT may require that Group provide appropriate documentation to support payment for Covered Services. Group shall have the opportunity to correct any billing or coding error within forty-five (45) days of denial related to any Claim submission, but no further opportunity to correct any billing or coding error will be provided.

5.2 Claims.

5.2.1 HCT shall use reasonable commercial efforts to adjudicate or facilitate adjudication of Clean Claims in accordance with the timeframes provided in Connecticut's Prompt Payment Law (Connecticut General Statutes § 38a-816(15)), and any applicable Federal laws or regulations.

5.2.2 Claims adjudication shall be made on the basis of claims information submitted by Group and, where appropriate, supplemented by information contained in the Member's medical record. If HCT and Group disagree on the adjudication result of a claim, each Party shall, upon the other's request, provide the other with information, records or other documentation, in accordance with HCT's Provider Manual, Policies & Procedures, and Grievance & Appeals Procedures.

5.2.3 Group represents and warrants the accuracy and completeness of all claims information submitted to HCT during the term of this Agreement. Group

acknowledges that the submission of inaccurate or incomplete claims information is grounds for the denial of such a claim.

5.2.4 Where HCT, pursuant to applicable coordination of benefit law, is primary, HCT shall be required to pay the amounts due under this Agreement. Where HCT is other than primary, HCT shall owe only those amounts which, when added to amounts reimbursed to Group from other sources, equal one hundred percent (100%) of the amount required by this Agreement, subject to limitations outlined in the Certificate of Coverage. Nothing herein shall be construed to preclude Group from seeking and obtaining payment from sources of payment other than HCT and Members.

5.3 Error in Payment. HCT may, at its sole option, recover payment or retain portions of future payments in the event that HCT determines that an individual was not an eligible Member at the time of services, or in the event of duplicate payment, Improper Payment, payment for non-Covered Services, or fraud.

In the event Group receives an Improper Payment, Group shall promptly notify HCT of the Improper Payment in writing. Upon notice or identification of an Improper Payment, HCT shall have the ability to recoup or immediately recover the Improper Payment amount from the Group.

If HCT conducts its own audit and discovers an Improper Payment, HCT will notify Group immediately. If Group disagrees with a determination of an Improper Payment, Group must submit, within thirty (30) days after receipt of notification, a written explanation along with all supporting documents. If Group does not provide explanation, HCT has the right to recoup all Improper Payment. If HCT disagrees with Group's written explanation, Group will have the right to appeal as indicated in HCT's appeal procedures.

5.4 Determinations as to Covered Services. HCT shall retain the right and sole responsibility to determine whether a service is a Covered Service. Group shall not bill or seek payment from a Member or other persons acting on the Member's behalf for Covered Services rendered except:

- (i) payment for services which are not Covered Services, provided Group has informed the Member of the charges prior to performing the services and received from the Member a signed writing acknowledging the Member's responsibility for payment;
- (ii) the amount of co-payment the Member is required to make under his/her Certificate of Coverage, which shall not exceed the Contract Rate;
- (iii) the applicable amount of coinsurance, which shall be calculated on the basis of the Contract Rate, which shall not exceed the Contract Rate; and
- (iv) the applicable amount of deductible, which shall not exceed the Contract Rate.

6. ELIGIBILITY AND AUTHORIZATION

6.1 **Eligibility Determination.** Except in the case of provision of Emergency Services, prior to (a) providing Members Covered Services, Group shall:

- (a) contact HCT or its designee directly, by phone, and obtain an authorization during normal business hours, authorizing the performance of Covered Services and confirming the Member's eligibility to receive Covered Services and any limitations or conditions on such Covered Services; and
- (b) verify the identity of the Member by (a) requiring the Member to produce his/her identification card and another form of identification with a photo whenever possible; or (b) if no identification card has yet been issued, two (2) forms of identification, at least one (1) of which shall be a photo identification whenever possible. If Member is a minor, parent's identification will be acceptable if Member's eligibility is verified with HCT as set forth in this Section 6.1.

6.2 **Emergency Services.** In cases in which Group determines that Emergency Services are required for a Member, notwithstanding the foregoing, Group shall provide such services as are necessary to evaluate, and if necessary, stabilize the condition of the Member without prior approval from HCT, as required by state and federal law including the Emergency Medical Treatment and Active Labor Act (EMTALA). Group shall notify HCT of the Emergency Services delivered within twenty-four (24) hours of such treatment or on the next business day, whichever is later and shall provide, in a timely manner, clinical information relevant to the circumstances of the admission diagnosis and treatment plan. Notwithstanding the foregoing, notification shall be made as promptly as possible upon identification of HCT as the patient's health insurance.

6.3 **Claims Adjudication.**

6.3.1 HCT shall not be liable to make any payments for Covered Services for which Group fails to follow the prior authorization and eligibility verification procedures set forth in this Agreement, HCT's Provider Manual and other applicable policies and procedures and under the applicable Certificate of Coverage. Further, all or a portion of payment due Group may be denied by HCT if such payment is specifically attributable to Group's rendering or ordering: (i) services that are not Medically Necessary; (ii) services provided other than at an authorized level of care; or (iii) services that are not Covered Services.

6.3.2 Except as otherwise required by law, HCT is not required to compensate Group for services rendered: (i) prior to or without such verification or confirmation; or (ii) after Group has been informed that the person is not, or is no longer, a Member, or that coverage is otherwise not available.

6.3.3 Denials related to never-events shall be determined in accordance with the CMS guidelines.

6.3.4 In the event Group does not agree with a denial of payment determination made, an appeal may be filed in accordance with the appeal procedures set forth in HCT's prevailing Provider Manual. Group understands and agrees that Group has four (4) months from the date of service in which to appeal denial of payment by HCT or six (6) months if coordination of benefit issues exist. After this four (4) or six (6) month period, no further adjustments to payment shall be made.

7. TERM AND TERMINATION

7.1 Term of Agreement. The term of this Agreement shall commence on the Effective Date and continue until terminated in accordance with the provisions herein. After the initial twelve (12) month period, either Party may terminate this Agreement at any time with one hundred eighty (180) days prior written notice, which termination shall be effective the last day of the month following the one hundred eighty (180) day notice period.

7.2 Breach. Either Party may terminate this Agreement for any breach of a term, condition or provision of this Agreement, after sixty (60) days prior written notice to the other Party, specifying such breach. The breaching Party shall have a minimum of forty-five (45) days or such longer reasonable period agreed to by the Parties to correct or cure such breach. If the breaching Party fails or refuses to cure the breach within such time, then the non-breaching Party may elect to terminate this Agreement effective the last day of the month following the end of the notice period. The remedy herein provided shall not be exclusive of, but shall be in addition to, any remedy available at law or in equity to the non-breaching Party.

7.3 Immediate Termination. Either Party may at any time terminate, immediately upon notice, for the following reasons:

- (a) Termination, revocation, suspension or other limitation of licensure, certification, or accreditation.
- (b) Group's suspension or termination from participation in Medicare or Medicaid.
- (c) Termination of either Party's professional liability insurance.
- (d) Conviction of, or plea of no contest to, a felony or any criminal charge relating to health care delivery.
- (e) HCT determines in good faith or a Member brings to HCT's attention that Group's continued provision of Covered Services to Members may result in, or is resulting in, danger to the health, safety or welfare of Members Where the danger results from the actions of Group's staff, contractors or subcontractors, then Group shall suspend its relationship with such staff, contractors, or subcontractors upon immediate notice from HCT, with respect to Members, and if Group fails to take such action, HCT may terminate this Agreement upon ten (10) days' notice.

7.4 **Continuation of Benefits.** Upon termination of this Agreement for any reason, including but not limited to a breach by HCT, Group shall continue to provide Covered Services to Members who are receiving treatment at the time of termination until the course of treatment is completed or until HCT makes reasonable arrangements for the provision of the service. Such continuation of services shall be made in accordance with the terms and conditions of this Agreement as it may be amended and in effect at the time, including but not limited to the compensation rates and terms set forth therein.

7.4.1 This Section 7.4 shall survive termination of this Agreement.

7.5 **Insolvency of HCT.** In the event that HCT should become insolvent, Group agrees to provide Covered Services to each Member until the sooner of: (i) the expiration of the period for which a Member's premiums have been paid to HCT and, in the case of a Member receiving Inpatient Covered Services at the Group at the time of such expiration, until the time of discharge from the Group; or (ii) until the Member becomes covered under another health insurance plan with similar benefits.

8. GENERAL REQUIREMENTS

8.1 **Administrative Guidelines and Provider Manual.** Group agrees to comply with: (a) all applicable HCT requirements, policies, procedures and guidance applicable to those HCT plans and products covered under this Agreement, all of which are expressly incorporated herein by reference and made a part of this Agreement. Group shall periodically visit HCT's website to obtain HCT's most current policies and procedures and Provider Manual. HCT reserves the right to unilaterally modify its policies and procedures, including without limitation, the Provider Manual, at any time.

HCT shall use reasonable commercial efforts to provide Group with thirty (30) days' written notice prior to any Material Change to the Provider Manual by posting said notice on the HCT website. In the event of any inconsistency between this Agreement and the Provider Manual or other policies and procedures, the then-current policy of the Provider Manual or other policies and procedures shall control. Failure to comply with the policies and procedures of HCT may result in loss of reimbursement to Group and/or termination of this Agreement.

8.2 **Retaliation Prohibited.** HCT shall not take or threaten to take any action against Group in retaliation for Group providing assistance to a Member under the provisions of Conn. Gen. Stat. § 38(a)-591(g).

8.3 **Assignment.** This Agreement shall not be assigned, or in any way transferred by Group without the prior written consent of HCT.

8.4 **Regulatory Changes.** If, at any time during the term hereof, any city, state or federal statutes or regulations, or any governmental or regulatory agency or accrediting body governing health care service plans requires or mandates modification of the terms and conditions of this Agreement, this Agreement shall be automatically amended to conform to the same.

8.4.1 Other Amendments.

(a) HCT may amend any provision of this Agreement and any Exhibits, Schedules or Attachments hereto upon thirty (30) days' written notice to Group for reasons outlined in Conn. Gen. Stat. § 38a-479b(a)(2)(A)-(G). Such amendment shall become effective upon the expiration of the thirty (30) day notice period, unless notified in writing by Group during the thirty (30) day notice period, without the requirement of action on the part of Group.

(b) Except for those Contract Rate schedule changes noted in subparagraph (a) above, HCT may amend the Contract Rate schedule price once annually upon ninety (90) days' written notice to Group. Such amendment shall become effective with the negotiation and approval of the amendment or upon the expiration of the ninety (90) day notice period without the requirement of any action on the part of Group.

8.5 **Indemnification and Limitation of Liability.**

8.5.1 Indemnification. HCT and Group shall each indemnify, defend and hold harmless the other party, and its directors, officers, employees, agents and subsidiaries, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, without limitation, reasonable attorneys' fees and costs) arising from third party claims resulting from (i) the indemnifying party's failure to perform its obligations under this Agreement, and/or (ii) the indemnifying party's violation of any law, statute, ordinance, order, standard of care, rule or regulation. The obligation to provide indemnification under this Agreement shall be contingent upon the party seeking indemnification (i) providing the indemnifying party with prompt written notice of any claim for which indemnification is sought, (ii) allowing the indemnifying party to control the defense and settlement of such claim, provided however that the indemnifying party agrees not to enter into any settlement or compromise of any claim or action in a manner that admits fault or imposes any restrictions or obligations on an indemnified party without that indemnified party's prior written consent which will not be unreasonably withheld, and (iii) cooperating fully with the indemnifying party in connection with such defense and settlement.

8.5.2 Limitation of Liability. Regardless of whether there is a material or non-material breach of this Agreement or whether any remedy provided in this Agreement fails of its essential purpose, in no event shall either of the Parties hereto be liable for any amounts representing loss of revenues, loss of profits, loss of business, the multiple portion of any multiplied damage award, or incidental, indirect, consequential, special or punitive damages, whether arising in contract, tort (including negligence), or otherwise regardless of whether the Parties have been advised of the possibility of such damages, arising in any way out of or relating to this Agreement. Further, in no event shall HCT be liable to Group for any damages relating to any claim or cause of action assigned to Group by any person or entity that is not directly caused by the recklessness of HCT.

8.6 **Dispute Resolution and Arbitration.**

8.6.1 In the event a dispute between HCT and Group arises out of or is related to this Agreement, the Parties agree to meet informally to resolve disputes arising under this Agreement, prior to submitting such disputes to formal arbitration. Each Party shall designate an individual responsible for resolving the dispute. In the event the Parties are unable to satisfactorily resolve a dispute within ninety (90) days of designating an individual, the dispute shall be submitted to formal arbitration. There shall be no right or authority for any dispute, controversy, or claim brought by Group to be arbitrated on a class action basis or on any basis in a representative capacity on behalf of any other person or entity, even if similarly situated. No disputes, controversies, or claims brought by Group may be joined or consolidated in the arbitration with disputes, claims, or controversies brought by other Represented Providers, or any other health care providers, unless otherwise agreed to in writing by all Parties.

8.6.2 The arbitration shall be conducted in Hartford, Connecticut in accordance with the American Health Lawyers Association (AHLA) Alternative Dispute Resolution Service Rules of Procedure for Arbitration then in effect, by a single neutral arbitrator, or, if the amount in controversy exceeds \$50,000, by a panel of three (3) neutral arbitrators who (i) have knowledge of the managed health care industry, (ii) are chosen by AHLA in accordance with its rules and procedures, and (iii) are not personally or professionally affiliated with or financially interested in any party to the dispute or the outcome of the dispute. If AHLA shall cease providing arbitration services suitable for such disputes, the Parties to the dispute shall select another alternative dispute resolution service or, in the absence of agreement of such Parties within twenty (20) days, either party may submit the matter to the American Arbitration Association ("AAA"). The then-current AAA rules will govern.

8.6.3 The arbitration, to the extent of the subject matter, shall be binding on the Parties and any entity controlled by, in control of or under common control with any such Party, and judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. Each side shall bear its own attorney's fees, but the Parties shall equally divide the cost of the arbitration itself.

8.6.4 The arbitrators shall have no authority to award any punitive or exemplary damages, or to vary or ignore the terms of this Agreement, and shall be bound by controlling law. If the dispute pertains to a matter which is generally administered by HCT or Group procedures, such as, for example, utilization management or quality improvement plan (but not including credentialing procedures), the procedures set forth in that plan must be fully exhausted before any right to arbitration under Section 8.6 may be invoked.

8.6.5 Notwithstanding the foregoing, neither Party shall be precluded from seeking injunctive or other equitable relief in court in connection with the enforcement of those Sections of this Agreement that permit actions for injunctive relief. Except for such relief expressly contemplated by this Agreement or to enforce any arbitration decision rendered in accordance with the foregoing, any dispute arising out of this Agreement must be submitted to binding arbitration and not a court of law.

8.6.6 This Section 8.6 shall survive the termination of this Agreement.

8.7 **Confidentiality and Access to and Copying of Records.** Group and HCT agree to maintain the privacy and confidentiality of all information and records regarding Members, including but not limited to medical records, in accordance with all state and federal laws, including regulations promulgated under federal and/or state HIPAA or privacy laws. In the event that either Party violates its duties under this provision, notwithstanding Section 8.6, the other Party may seek equitable relief or damages in a court of law.

8.8 **Access to and Copying of Records.**

8.8.1 Access. All records, books, and papers of Group pertaining to Members, including without limitation, electronic records, books and papers relating to professional and ancillary care provided to Members and financial, accounting, electronic records and administrative records, books and papers, shall be open for inspection and copying by HCT, its designee and/or authorized state or federal authorities during Group's normal business hours. Group further agrees that it shall release a Member's medical records to HCT upon Group's receipt of a Member consent form or as otherwise required or allowed by law within thirty (30) days of receipt of a consent form. In addition, upon thirty (30) days' written notice, Group shall allow HCT to audit Group's records for payment and claims review purposes.

8.8.2 This Section 8.8 shall survive the termination of this Agreement.

8.9 **Names, Symbols, Trademarks.** Except as provided in Section 2.18, HCT and Group each reserve the right to and control of the use of their name, symbols, trademarks, and service marks presently existing or later established. In addition, except as provided in Section 2.18, neither HCT nor Group shall use the other Party's name, symbols, trademarks, or service marks in advertising or promotional materials or otherwise, without the prior written consent of that Party and shall cease any such usage immediately upon notice by the other Party or on termination of this Agreement, whichever is sooner.

8.10 **No Solicitation of Members.** So long as this Agreement is in effect, and for a period of eighteen (18) months from the date of termination, Group shall not, within the service area of HCT, solicit, advise or counsel any employer, or Member to dis-enroll from HCT or otherwise interfere with HCT's relationship with Members or any of the foregoing entities. Nothing in this Agreement shall be construed to prohibit Group or its employees from freely communicating with patients regarding: (i) Medically Necessary and appropriate care with or on behalf of Member, including information regarding the nature of treatment, risks of treatment, alternative treatments, or the availability of alternate therapies, consultation or tests, regardless of benefit coverage limitations; (ii) the process that HCT or any entity contracting with HCT uses or proposes to use to deny payment for services; or (iii) the decision of HCT to deny payment for services. In the event that either Party violates its duties under this provision, the other Party may seek injunctive relief.

8.10.1 This Section 8.10 shall survive the termination of this Agreement.

8.11 **No Third Party Beneficiaries.** Other than as expressly set forth in this Agreement, no third persons or entities are intended to be or are third party beneficiaries of or under this Agreement, including, without limitation, Members. Nothing in this Agreement shall be construed to create any liability on the part of HCT or Group or their respective directors, officers, shareholders, employees or agents, as the case may be, to any such third parties for any act or failure to act of any Party hereto.

8.12 **Legal Notices.** Any notice given to Group shall be in writing and sent or otherwise transmitted: (i) by overnight carrier (ii) electronically to a designated contact at an agreed upon e-mail address; or (iii) by regular or certified mail, return receipt requested at the address set forth on the signature page. Notice shall be effective in the case of (i) overnight courier service, on the next business day after the notice is sent; (ii) regular or certified mail, three (3) business days after the letter is deposited, postage prepaid, in a United States post office depository; or (iii) upon electronic sending.

8.13 **Relationship.** None of the provisions of this Agreement are intended to create, nor shall be deemed or construed to create any relationship between the Parties hereto other than that of independent entities contracting with each other hereunder solely for the purpose of effecting the provisions of this Agreement. Neither Group nor HCT shall be liable to any other party for any act, or any failure to act, of the other Party to this Agreement. If there is an independent payor in addition to HCT, the Parties agree that this Agreement shall be deemed to be as among Group, HCT and whichever payor is a party to the Certificate of Coverage under which the Member related to the then instant matter is receiving Covered Services. No payor shall be deemed to be in privity of contract with any other payor solely by reason of being a party.

8.14 **Governing Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Connecticut without regard to such state's choice of law provisions. Venue for any lawsuit shall be solely and exclusively in the United States District Court for the District of Connecticut or the Superior Court of Connecticut, and Group consents to the personal jurisdiction of those courts.

8.15 **Representation by Counsel.** Each Party acknowledges that it has had the opportunity to be represented by counsel of such Party's choice with respect to this Agreement. In view of the foregoing and notwithstanding any otherwise applicable principles of construction or interpretation, this Agreement shall be deemed to have been drafted jointly by the Parties and in the event of any ambiguity, shall not be construed or interpreted against the drafting Party.

8.16 **Severability.** In the event any portion of this Agreement is found to be void, illegal, or unenforceable, the validity or enforceability of any other portion shall not be affected, so long as neither Party is deprived of its substantial benefits hereunder.

8.17 **Waiver.** The waiver by either Party of any breach or violation of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach of the same or other provision.

8.18 Entire Agreement. The Agreement, together with the Certificate of Coverage, HCT's Provider Manual, Appendices hereto and other guidelines, policies and documents referred to in Section 5 constitutes the entire understanding of the Parties with respect to the subject matter and supersedes any prior agreements.

[signature page follows]

This Agreement has been duly executed by the authorized representatives of the Parties named below as of the date set forth below.

To be completed by:

HealthyCT, Inc.

By(signature): _____

Name: _____

Title: _____

Effective Date: _____

Address for Notice:

HealthyCT

35 Thorpe Ave., Suite 104

Wallingford, CT 06492

To be completed by:

Group

[Name of Group]

By(signature): _____

Printed Name: _____

Title: _____

Date: _____

Tax ID No.: _____

Tel.: _____

Email: _____

Address for Notice:

APPENDIX A

REPRESENTED PHYSICIAN/PROVIDER SIGNATURE PAGE

(a) This document is hereby incorporated as an Appendix A to the Participating Provider Agreement;

(b) Any Covered Services rendered pursuant to this Agreement shall be rendered at the following locations, and the bill for such services shall include the listed Federal Tax Identification Number (FTIN); and

(c) Provider will immediately give notice to HCT if there is a change of business address and if there is a change in any FTIN.

Group: _____

FTIN: _____

Signature of Represented Physician/Provider

License No.

Printed Name of Represented Physician/Provider

Date

Location of Covered Services	FTIN Number	Telephone Number
Primary:		

Attach a page for additional locations