

LifeSynch

Changing behaviors, improving lives

a HUMANA company

Dear Behavioral Health Provider:

LifeSynch is pleased to notify you of expanding health benefits programs available to individuals in your service area.

The purpose of this letter is to extend to you, as a participating provider in LifeSynch's provider network, the opportunity to participate in LifeSynch's **Commercial PPOx, Commercial HMOx and Commercial EPOx** network(s).

All of the terms and conditions of your current participation agreement with LifeSynch will apply to your participation in the network(s) listed above, except to the extent modified in the "Amendment to Agreement" (hereinafter "Amendment") which is contained on the following pages. **Payment for covered services and procedures rendered to members covered under the Commercial PPOx, Commercial HMOx and/or Commercial EPOx LifeSynch network(s) will be in accordance with the payment/billing terms and conditions outlined in your current participation Agreement with LifeSynch.**

If you wish to participate in LifeSynch's Commercial PPOx, Commercial HMOx and Commercial EPOx network(s) listed above, please sign date, and return the Amendment. If you choose to participate, those plans will be effective on the date indicated in the Amendment.

In the meantime, if you have questions or concerns, please call Provider Relations at 800-890-8288. Thank you for the care of our members.

Sincerely,



Brad Howard
Vice President, Network Operations
LifeSynch

AMENDMENT TO AGREEMENT

This Provider Participation Agreement Amendment ("**Amendment**") is hereby made a part of and incorporated into the Provider Participation Agreement between Corphealth, Inc. d/b/a LifeSynch (hereinafter referred to as "**LifeSynch**") and _____ (hereinafter referred to as "**Provider**") which was effective on the date specified in the base agreement. This Amendment is intended to amend the terms and conditions of the Agreement and to the extent that this Amendment conflicts with the terms and conditions of the Agreement, including any prior amendments, addenda, exhibits, or attachments, this Amendment controls the relationship between the parties.

WHEREAS, the parties desire to amend the **Agreement** as provided below; and

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree to amend the **Agreement** as follows:

1. Provider agrees to participate in LifeSynch's **Commercial PPOx, Commercial HMOx and Commercial EPOx** networks.

2. Payment for covered services and procedures rendered to members covered under the **Commercial PPOx, Commercial HMOx** and/or **Commercial EPOx** LifeSynch network(s) will be in accordance with the payment/billing terms and conditions outlined in your current participation Agreement with LifeSynch.

Except as specifically amended hereby, all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have the authority necessary to bind the entities identified herein and have executed this Amendment to be effective as of the date signed by LifeSynch below.

PROVIDER /AUTHORIZED SIGNATORY

LIFESYNCH

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

TIN: _____

HMO PROVISIONS
ATTACHMENT

The following provisions apply solely to Commercial HMOX products and plans, as applicable.

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

II. **Continuity of Care.** Subject to and in accordance with all applicable state and/or federal laws, rules and/or regulations, treatment following termination or expiration of this Agreement must continue until the Member: (i) has been evaluated by a new participating provider who has had a reasonable opportunity to review or modify the Member's course of treatment, or until **LifeSynch** and/or Payor has made arrangements for substitute care for the Member; and (ii) until the date of discharge for Members hospitalized on the effective date of termination or expiration of this Agreement. **Provider** agrees to accept as payment in full from Payor for Covered Services rendered to such Members, the rates set forth in the payment attachment, less any Copayments due from such Members.

Notwithstanding the foregoing, if upon notice from **Provider** or a Member that Member is in a continuation of care situation as noted above or in accordance with applicable law and **LifeSynch** and/or Payor does not use due diligence to make alternative care available to the Member within ninety (90) days after receipt of such notice, then Payor shall pay to **Provider** for continuity of care services the standard rates paid to non-participating Providers for that geographical area. The preceding sentence shall not apply if other participating Providers, Provider groups or Provider organizations are not available to replace the terminating **Provider** due to: (i) geographic or travel-time barriers; or (ii) contractual provisions between the terminating **Provider** and a facility at which the Member receives care that limits or precludes other participating Providers, Provider groups or Provider organizations from rendering replacement services to Members (for example, an exclusive contract is in place between the terminating **Provider** and a facility where the Member receives services).

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

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

V. **Provider Responsibilities:**

A. **Services**

Provider agrees to be responsible twenty-four (24) hours a day, seven (7) days a week for providing Covered Services for Members including, but not limited to, prescribing, directing and monitoring all urgent and emergency care for Members.

Provider agrees to provide **LifeSynch** and/or Payor upon request a written description of its arrangements for emergency and urgent care and service coverage in the event of unavailability due to vacation, illness, and after regular office hours. **Provider** shall ensure that all Providers providing such coverage are contracted and credentialed Providers with **LifeSynch**. **Provider** will ensure that all Providers providing such coverage render

services under the same terms and conditions and in compliance with all provisions of this Agreement. Compensation to Providers for "on call" coverage will be the responsibility of **Provider**.

In the event that emergency or urgent care services are needed by a Member outside the service area, **Provider** agrees to monitor and authorize the out-of-area care to provide direct care as soon as the Member is able to return to the service area for treatment without medically harmful or injurious consequences.

B. Specific Referrals

Except in the case of a medical emergency, **Provider** agrees to use its best efforts to admit, refer, and cooperate with the transfer of Members for Covered Services only to providers designated, specifically approved by or under contract with **LifeSynch** and/or Payor.

In addition, **Provider** acknowledges and agrees that certain Members may have health benefits contracts that limit coverage to certain types of participating providers. For such Members, referrals are required to be made to specific providers designated by **LifeSynch** and/or Payor.

C. Disease/Case Management Programs

Provider agrees to participate in Payor's disease/case management programs as they are developed and implemented.

D. Nurse Call Program

Provider agrees to participate in Payor's twenty-four (24) hour nurse call program, if applicable.

E. Hospitalist Programs

Provider agrees to cooperate with and participate in Payor's hospitalist programs where applicable, as they are developed and implemented.

F. Health Improvement Studies

Provider agrees to participate in **LifeSynch** and/or Payor's health improvement studies as they are developed and implemented.

G. Quality Improvement Activities

Provider agrees to cooperate with **LifeSynch's** and/or Payor's quality improvement activities and, upon request by **LifeSynch** and/or Payor, to participate in **LifeSynch's** and/or Payor's quality improvement activities as they are developed and implemented.