

GROFF & ASSOCIATES, LLC
PARTICIPATING PROVIDER AGREEMENT

THIS AGREEMENT is made and entered into by and between Groff & Associates, LLC, an Indiana limited liability company (hereinafter referred to as “Groff & Associates”), and _____, an independent contractor, hereinafter referred to as “Provider”.

WHEREAS, Groff & Associates is organized and intends to negotiate agreements for the purpose of providing professional services (mental health counseling, chiropractic, fitness or massage therapy) to Midwest area churches (through their Church Assistance Program) or employers (through their Employee Assistance Program – Wellness), and developing an regional-wide Health Care Network which can be utilized by their Customers to deliver Covered Services to Enrollees of Health Benefit Plans in a quality, cost effective manner;

WHEREAS, Provider intends to render corporate EAP wellness solutions pursuant to agreements negotiated by Groff & Associates to individual’s entitled to health care services and benefits from Payors (“Beneficiaries”)

WHEREAS, Provider desires to participate in such Health Care Network as a Participating Provider and to have his or her services marketed by Groff & Associates to Payors.

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

ARTICLE I
DEFINITIONS

1.1 Adequate Treatment: Services that is necessary and appropriate for the diagnosis or treatment of an Enrollee’s mental health according to accepted standards of the Indiana Health Professions Bureau.

1.2 Clean Claim: A claim that has no defect or impropriety including, but under limited to, any lack of any required substantiating documentation or particular circumstances requiring special treatment that prevent timely payment from being made on the claim. A monthly invoice detailing Enrollee’s identification number; how many sessions were rendered in a given month for each specific Enrollee; utilizing standard industry conventions for CPT, HCPCS, ICD-9, and other coding; and what was billed for each Enrollee.

1.3 Covered Service: A health care service to which an Enrollee is entitled under the terms of a Health Benefit Plan.

1.4 Enrollee: a person who may be entitled to Health Care Services or Benefits from a Payor under a Health Benefit Plan, such as a congregational member of a church or an employee of a business, company or corporation.

1.5 Health Benefit Plan: A contract or agreement entered into, offered, or issued by Payor to provide, deliver, arrange for, pay for, or reimburse any of the costs of the following services - outpatient mental health counseling, massage therapy, chiropractic and fitness. These plans are called Church Membership Programs (CAP) or Employee Assistance Programs (EAP) - Wellness.

1.6 Health Care Network: A defined group of Participating Providers that is available to provide Covered Services to Enrollees according to the terms of a Health Benefit Plan. The Health Care Network, in which Provider has agreed to participate, is identified by the Schedules incorporated as attachments to this Agreement.

1.7 Payor: An entity with whom Groff & Associates has a contract to provide Enrollees with access to a Health Care Network under the terms of a Health Benefit Plan. Examples of Payors include, but not limited to, employers, churches, health carriers, employment benefits brokers/consultants, insurance companies, intermediaries, third-party administrators, employer purchasing cooperatives, self-funded employers, insurers, health care service plans, and other organizations that provide health care benefits and services under preferred provider and exclusive provider arrangements.

1.8 Provider: A physician, chiropractor, inpatient medical facility, mental health therapist, massage therapist, or other health care professional or facility that is duly licensed, certified, insured and accredited to provide health care services within Groff & Associates' service area. For purposes of this Agreement, Provider shall include any organized group of Provider's, such as a professional organization, independent practice association, physician hospital organization, or other health care network.

1.9 Payor Summary: the summary of terms and conditions of a specified Payor Agreement entered into by Groff & Associates which is furnished to Provider by Groff & Associates. Provider may render Health Care Services or Benefits to Enrollees covered by a specified Payor Agreement by agreeing to the Payor Summary.

ARTICLE II OBLIGATIONS OF GROFF & ASSOCIATES

2.1 Groff & Associates shall develop and operate a Health Care Network within its service area that makes available Covered Services to Enrollees of Health Benefit Plans offered by Payors. Such Health Care Networks will be established through contracts with Participating Providers.

2.2 Groff & Associates shall credential and periodically recredential all Participating Providers. Information concerning Groff & Associates' credentialing standards and participation requirements will be made available, upon request, to Providers.

2.3 Groff & Associates shall market its Health Care Network in a professional and ethical manner consistent with sound business practice.

2.4 Groff & Associates shall negotiate and execute contracts with Payors that make Provider's services available to Enrollees in keeping with the terms of this Agreement. In negotiating such contracts, Groff & Associates shall make best efforts to ensure that Payors:

- (a) Issue ID cards to Enrollees that contain the Groff & Associates logo (or other information that is acceptable to Groff & Associates), the address where Participating Providers may submit claims, and the telephone number(s) which Participating Providers can call to obtain benefits, eligibility, pre-certification, and other information;

- (b) Make prompt and accurate payment to Participating Providers for Covered Services rendered to Enrollees. Claims shall be processed as promptly as possible, no later than thirty (30) days following receipt of a Clean Claim; and
- (c) Ensure that any utilization management and quality assurance programs that are in effect for Members or Employees:
 - (1) Are reasonable and do not create unnecessary administrative burdens for Participating Providers;
 - (2) Are consistent with quality of care;
 - (3) Are conducted locally, where practicable; and
 - (4) Giving Participating Providers right of due process for addressing compliance issues.

2.5 Groff & Associate shall provide Participating Providers and their office staffs with education and training concerning general Health Care Network operations.

2.6 Groff & Associates shall monitor the performance of Payors to ensure that their use of Groff & Associates' Health Care Network is appropriate and that claims submitted by Participating Providers are processed and paid in accordance with the terms of this Agreement. Groff & Associates shall work on Provider's behalf to resolve any problems or difficulties that Provider is experiencing with a Payor.

2.7 Groff & Associates shall procure and maintain policies of general liability and other insurance as may be necessary to insure its members, officers, and employees against claims arising in connection with this Agreement, as detailed in the Schedule section.

ARTICLE III OBLIGATIONS OF PROVIDER

3.1 Provider shall submit information to Groff & Associates, upon request, as may be required to support Groff & Associates provider credentialing process. Provider warrants and represents that all such information is true, accurate, and complete and shall notify Groff & Associates promptly of any changes.

3.2 Provider shall accept as clients those Enrollees that provide access to the Health Care Network in which Provider has agreed to participate, as identified by the Schedules incorporated as attachments to this Agreement. This obligation does not prohibit Provider from refusing to render non-Emergency services to any Enrollee that demonstrates violent, threatening, abusive, or otherwise inappropriate behavior. Provider may close his or her practice to new Enrollees upon ninety (90) days' advance written notice to Groff & Associates.

3.3 Provider shall provide Covered Services to Enrollees within the scope of his or her license, certification, and specialty. Provider shall make best efforts to ensure that such services are Medically Necessary and are provided in a cost effective manner consistent with quality of care.

3.4 Provider shall make best efforts to provide Covered Services in the same manner, with the same availability, and in accordance with the same standards as provide to other clients, without regard to an Enrollee's participation as a private purchaser or as a participant in a publicly financed program of health

care services. Provider shall not discriminate against an Enrollee on the basis of race, color, national origin, ancestry, religion, sex, marital status, sexual orientation, age, handicap, source of payment, or lawful employment.

3.5 Provider shall make best efforts to cooperate with the utilization management requirements of Payors, as documented on Enrollee's ID cards and other materials issued by Payors or by Groff & Associates on a Payor's behalf.

3.6 Provider shall submit claims data to Payors for Covered Services rendered to Enrollees. Such data shall be submitted via U.S. Postal Service or electronically via email in accordance with:

- (a) Procedures established by Payors or by Groff & Associates on a Payor's behalf; and
- (b) Standard industry conventions for CPT, HCPCS, ICD-9, and other coding.

Claims shall be submitted as promptly as possible, preferably within thirty (30) days following the date of service. Claims submitted after one (1) year may be denied for lack of timely filing.

3.7 If a Payor makes an error repricing a claim, Provider may contact Groff & Associates or the Payor directly to request that the claim be adjusted. Requests for adjustments shall be submitted as promptly as possible, preferably within ninety (90) days, but no later than one (1) year following the date the claim was processed. All other appeals shall be submitted directly to Payors in accordance with Payor procedures.

3.8 Provider shall make best efforts to refer Enrollees to other Participating Providers where medically feasible, when requested by the Enrollee or required under the terms of an Enrollee's Health Benefit Plan.

3.9 Provider shall establish and maintain client records for Enrollees who receive services under the terms of this Agreement. It is understood that medical records are the property of Provider and shall not be removed or transferred from Provider's premises, except as required or permitted under applicable State and Federal law.

3.10 Provider shall make all records relating to this Agreement available to Groff & Associates, Payors, and governmental authorities having jurisdiction over this Agreement for inspection and copying at reasonable times upon receipt of at least 24 hours prior written notice. Provider is under no obligation to release medical information to any party without a proper written release from the Enrollee. Groff & Associates warrants that prior to requesting a medical record, it will obtain a valid written release from the Enrollee or his or her legal representative authorizing Groff & Associates to obtain the medical record and will hold Provider harmless from any liability incurred as a result of the release of the medical record, including, but not limited to, any attorney fees paid or incurred by Provider. Groff & Associates agrees to reimburse Provider for all reasonable costs that he or she incurs in copying records that Groff & Associates requests.

3.11 Provider shall maintain at Provider's expense professional malpractice insurance in the minimum amount specified in Groff & Associates' provider credentialing standards. Provider shall carry professional liability insurance coverage in a minimum amount of \$1,000,000 for any one incident and \$3, 000,000 in the aggregate. Provider acknowledges and agrees that some Payor Agreements may require additional insurance coverage, in which case Provider shall carry such additional coverage if Provider elects to participate in such Payor Agreement.

3.12 Provider agrees to maintain professional liability insurance for the amount required under Section 3.11 above until the statute of limitation expires for filing of claims pertaining to Health Care Services or Benefits rendered by Provider.

3.13 Provider shall allow Groff & Associates to use his or her name, address, specialty, and other relevant information in marketing and enrollment materials and to release information to Payors regarding Provider's credentials and malpractice insurance. The parties agree not to use any symbols, trademarks, service marks, or other similar devices of the other party without the party's prior written consent.

3.14 Provider agrees to cooperate with any administrative procedures, which may be adopted by Groff & Associates regarding the performance of services by Provider under this Agreement.

ARTICLE IV NETWORK PARTICIPATION AND COMPENSATION

4.1 Incorporated as attachments to this Agreement are Schedules that identify the Health Care Network in which Provider agrees to participate. The Schedules describe the kind of Health Benefit Plans to which the Health Care Network apply, as well as the method and level of payment that Provider will receive for Covered Services provided to Enrollees.

4.2 Provider may elect to participate or not participate in any Health Care Network that is offered by Groff & Associates for which he or she is eligible. Such election is made initially at the time of execution of this Agreement and at such time as a new or amended Schedule is issued by Groff & Associates.

4.3 Provider may elect to participate in any Health Care Network for which he or she is eligible at any time by submitting a request in writing to Groff & Associates agreeing to amend this Agreement to incorporate the applicable Schedule.

4.4 Provider may withdraw his or her participation in any Health Care Network, at any time and without jeopardy to his or her participation in other Health Care Networks, by providing at least ninety (90) days' advance written notice to Groff & Associates. Groff & Associates will notify Payors of Provider's withdrawal from the Health Care Network, as appropriate.

4.5 Provider shall look solely to Payors for payment and shall accept such payment as payment in full, except for co-insurance, co-payments, deductibles, and fees for non-Covered Services that the Enrollee is responsible for paying according to the terms of his or her Health Benefit Plan. Provider may not collect or attempt to collect from an Enrollee money owed to Provider by a Payor. Groff & Associates is not responsible, and shall not be held responsible, for any payment due Provider under the terms of this Agreement, except for copying fees referenced in Paragraph 3.9. In the event that a claim payment by a Payor is under dispute or appeal, Provider shall refrain from seeking payment from the Enrollee until such dispute is resolved.

4.6 Provider shall collect applicable co-insurance, co-payments, and deductibles from Enrollees according to the terms of their Health Benefit Plans and shall notify Enrollees of their personal financial obligations to pay for non-Covered Services.

ARTICLE V
HOLD HARMLESS AND CONTINUATION OF BENEFITS

5.1 Provider agrees that in no event, including, but not limited to nonpayment by a Payor, insolvency of Groff & Associates or a Payor, breach of this Agreement, or breach of any contract between Groff & Associates and a Payor, shall Provider bill, charge, collect a deposit, seek compensation, remuneration or reimbursement, or have any recourse from or against an Enrollee or a person (other than Groff & Associates or a Payor) acting on behalf of the Enrollee for Covered Services provided under this Agreement. This provision does not prohibit:

- (a) Provider from collecting co-insurance, co-payments, or deductibles, as specifically provided in the Enrollee's Health Benefit Plan, or fees for non-Covered Services delivered on a fee-for-service basis to an Enrollee.
- (b) Provider and an Enrollee from agreeing to continue services solely at the expense of the Enrollee if Provider has clearly informed the Enrollee that the Payor may not cover or continue to cover a specific service or services; or
- (c) Provider from pursuing any legal remedy available for obtaining payment for Covered Service from the Payor, except as provided in this Agreement.

5.2 Provider agrees, in the event that Groff & Associates or a Payor becomes insolvent or otherwise ceases operations, to continue to provide Covered Services to Enrollees through the end of the period for which a premium has been paid on behalf of the Enrollee, but not to exceed thirty (30) days.

5.3 The provisions contained in Paragraphs 5.1 and 5.2 above shall be construed in favor of the Enrollee, survive the termination of this Agreement regardless of the reason for termination, including the insolvency of Groff & Associates or a Payor, and supersede an oral or written contrary agreement between Provider and an Enrollee or the representative of an Enrollee if the contrary agreement is inconsistent with the hold harmless and continuation of benefits provisions contained in Paragraphs 5.1 and 5.2 above.

5.4 If Provider contracts with other health care providers to provide Covered Services to Enrollees under this Agreement, such providers must agree to abide by the provisions contained in Paragraphs 5.1, 5.2, and 5.3 above.

ARTICLE VI
TERM AND TERMINATION

6.1 This Agreement shall commence on the date executed by Groff & Associates. The Agreement shall remain in effect for a period of one (1) year and shall thereafter automatically renew for successive one-year terms, subject to earlier termination as provided as herein. Provider acknowledges that Groff & Associates will not execute this Agreement (and this Agreement will not become effective) until and unless Groff & Associates has approved Provider has satisfied all of Groff & Associates' credentialing standards and participation requirements.

6.2 This Agreement may be terminated as follows:

- (a) By either party for any reason by providing at least ninety (90) days' advance written notice to the other party.

- (b) By either party by providing at least thirty (30) days' advance written notice if the other party is in breach of any material provision of this Agreement. The notice will include a description of the facts underlying the claim that the other party is in breach of the Agreement. If the party upon whom notice is served cures the breach within said thirty (30) day notice period, such cure will revive the Agreement for the remaining term, subject to any other rights of termination contained in this Agreement.
- (c) Notwithstanding any provision in this Agreement to the contrary, Groff & Associates may immediately terminate this Agreement without notice upon the occurrence of any of the following:
 - (1) Death (or, if applicable, dissolution) of Provider;
 - (2) Provider is unable to secure and maintain without qualification the necessary governmental licenses and certifications required for the performance of Provider's duties under this Agreement or if any such license or certification is revoked or suspended or if Provider is otherwise disciplined by any licensing agency;
 - (3) Provider is unable to secure and maintain the levels of professional malpractice insurance required by this Agreement;
 - (4) Provider fails to meet or satisfy Groff & Associates' credentialing standards and participation requirements;
 - (5) The insolvency or bankruptcy of Provider; or
 - (6) Provider is convicted of a felony.

6.3 Neither party shall have any further obligation or right hereunder after termination except as follows:

- (a) The parties shall be required to satisfy any covenant, right and / or term herein which specifically states that it shall survive termination or which, by its nature, necessarily contemplates survival after termination;
- (b) Any termination shall not effect any liability, right, obligation, or duty which accrued or arose prior to termination;
- (c) Obligations or rights required by any Health Benefit Plan in which Provider participates shall survive termination to the extent set forth in such Health Benefit Plan including, but not limited to, any post-termination obligations to any Enrollees; and
- (d) Provider shall maintain and, for a period of ten (10) years after termination, make Enrollee's medical records (or true copies thereof) reasonably available to Groff & Associates as necessary to respond to claims of professional liability or for other reasons required by applicable law.

**ARTICLE VII
AMENDMENTS TO AGREEMENT**

7.1 Except as provided in Paragraphs 7.2 and 7.3 below, any amendments to this Agreement shall be agreed to in writing by both parties.

7.2 The incorporation of new Schedules into this Agreement shall require Provider's prior written notice. The amendment of Schedules previously incorporated into this Agreement shall automatically go into effect thirty (30) days following notice to Provider, unless objected to in writing by Provider within the said thirty (30) day period.

7.3 Amendments to this Agreement that are required to maintain compliance with State and Federal law shall be effective immediately upon notice from Groff & Associates.

**ARTICLE VIII
DISPUTE RESOLUTION**

8.1 Disputes involving Enrollees shall be handled in accordance with Enrollee grievance procedures establish by Payors. Groff & Associates shall use best efforts to ensure that filed grievances are available for review by Participating Providers, where applicable and to the extent permitted by law.

8.2 Disputes between the parties shall be resolved to the maximum extent possible by informal meetings and discussions in good faith between appropriate representatives of the parties. Provider shall have the due process rights for discovery, representation, and appeal.

8.3 In the event that a dispute cannot resolve informally between the parties, the parties agree to submit the matter to binding arbitration under the commercial arbitration rules and regulations of the American Arbitration Association. The parties expressly covenant and agree to be bound by the decisions of the arbitrator(s) and to accept any decision by a majority of the arbitrators as a final determination of the matter in dispute. Any judgment, award, or decision rendered by the arbitrator(s) may be entered into any court having jurisdiction thereof. The Indiana rules of civil discovery will apply to all arbitration proceedings.

8.4 The parties agree to divide and share equally the cost of arbitration and to each pay their own independent legal fees.

**ARTICLE IX
PRIVACY AND SECURITY OF HEALTH INFORMATION**

9.1 The following definitions apply for purposes of this Article:

- (a) Electronic Protected Health Information shall have the meaning set out in 45 CFR § 160.103.
- (b) Privacy standards shall mean the Standards for Privacy of Individually Identifiable Health Information, 45 CFR Parts 160 and 164.
- (c) Protected Health Information shall have the meaning set out in 45 CFR § 164.501.

- (d) Security Incidents shall have the meaning set out in 45 CFR § 164.304.
- (e) Security Standards shall mean the Security Standards for the Protection of Electronic Protected Health Information, 45 CFR, Parts 160, 162, and 164.
- (f) Other capitalized terms used in the Article shall have the meaning set forth in the Privacy and Security Standards unless otherwise defined herein.

9.2 Except as otherwise limited in this Article, Groff & Associates may use and disclose Protected Health Information only as follows and not otherwise:

- (a) As required to satisfy its obligations under this Agreement;
- (b) As required by law;
- (c) For Groff & Associates' proper management and administrative services; or
- (d) To carry out the legal responsibilities of Groff & Associates.

9.3 Groff & Associates shall not, and shall ensure that its directors, officers, employees, contractors, and agents do not, use or disclose Protected Health Information received from Provider in any manner that would constitute a violation of the Privacy Standards if so used by Provider.

9.4 Groff & Associates represents that, to the extent Groff & Associates requests that Provider disclose Protected Health Information to Groff & Associates, such a request is only for the Minimum Necessary Protected Health Information for the accomplishment of Groff & Associates' purpose.

9.5 Groff & Associates shall use appropriate safeguard to prevent the use or disclosure of Protected Health Information other than as permitted under this Article.

9.6 Groff & Associates shall promptly report to Provider any use or disclosure of Protected Health Information that is in violation of this Article and shall take all reasonable action to remediate and mitigate the consequences of such disclosure or use. Groff & Associates agrees to report to Provider any Security Incident of which Groff & Associates becomes aware.

9.7 Groff & Associates will obtain written assurances from its agents and subcontractors that have or will have access to Protected Health Information that such agent or subcontractor agrees to be bound by the same restrictions and conditions on the use and disclosure of Protected Health Information that are set forth in this Article. Groff & Associates agrees that any agents or subcontractors who have access to Electronic Protected Health Information that is created or received from or on behalf of Provider implement reasonable and appropriate safeguards to protect the confidentiality, integrity, and availability of that Electronic Health Information.

9.8 On request of Provider and on reasonable notice, Groff & Associates shall make available to Provider any Protected Health Information related to this Agreement.

9.9 In the event an Individual request directly of Groff & Associates, the right to access or amend their Protected Health Information, Groff & Associates shall promptly forward such request to Provider. Compliance or denial of such requests shall be the responsibility of Provider.

9.10 Within then (10) business days of receipt of a request from Provider for the amendment of an Individual's Protected Health Information, Groff & Associates shall provide such information to provider for amendment and incorporate any such amendments in the Protected Health Information as required by 45 CFR § 164.526.

9.11 Within then (10) business days of notice by Provider to Groff & Associates that Provider has received a request for an accounting of disclosures of Protected Health Information, Groff & Associates shall make available to Provider such information as is in Groff & Associates' possession and is necessary for Provider to make the accounting required by 45 CFR § 164.528. The requirement for Groff & Associates to provide information under this paragraph shall apply only to disclosures not related to the Treatment of the client, the processing of Payments related to such treatment, or the health care Operations of a Covered Entity or its Business Associate and not relating to disclosures made prior to April 14, 2003.

9.12 An accounting by Groff & Associates under this paragraph shall include, at a minimum, the following information:

- (a) The date of the disclosure;
- (b) The name of the entity or person who received the Protected Health Information, and if known, the address of such entity or person;
- (c) A brief description of the Protected Health Information disclosed; and
- (d) A brief statement of the purpose of such disclosure, which includes an explanation of the basis for such disclosure.

9.13 In the event the request for an accounting is delivered directly to Groff & Associates, Groff & Associates shall promptly forward such request to Provider. Groff & Associates shall implement appropriate record- keeping enabling it to comply with the requirements of this paragraph.

9.14 Groff & Associates shall make its internal practices, books, and records relating to the use and disclosure of Protected Health Information received from the Provider, or created or received by Groff & Associates on behalf of Provider, available to the U.S. Department of Health and Human Services for purposes of determining Provider's and Groff & Associates' compliance with the Privacy and Security Standards.

9.16 Groff & Associates agrees to implement appropriate administrative, physical, and technical safeguards to reasonably protect the confidentiality, integrity, and availability of any Electronic Protected Health Information that Groff & Associates creates, receives, maintains, or transmits in the course of performing services for Provider under this Agreement.

9.17 Upon termination of this Agreement, Groff & Associates shall either return or destroy all Protected Health Information received from Provider, or created or received by Groff & Associates on behalf of Provider, and which Groff & Associates still maintains in this form. Notwithstanding the foregoing, to the extent that it is not feasible to return or destroy such Protected Health Information, the terms and provisions of this Article shall survive termination of the Agreement and such Protected Health Information shall be used or disclosed solely for the purpose or purposes, which prevented the return or destruction of such Protected Health Information.

9.18 The terms and provisions of this Article shall supercede any other conflicting or inconsistent terms and provisions in this Agreement. This Article is intended to comply with the Privacy and Security Standards and shall be interpreted to affect that intent. The Article does not create any rights in third parties.

9.19 Groff & Associates and Provider agree to amend this Article to the extent necessary to allow either Party to comply with the Privacy Standards, the Standards for Electronic Transactions (45 CFR Parts 160 and 162), and the Security Standards (45 CFR Part 142) promulgated or to be promulgated by the U.S. Department of Health and Human Services or other regulations or statutes.

ARTICLE X MISCELLANEOUS PROVISIONS

10.1 This Agreement shall be governed in all aspects by the laws of the State of Indiana.

10.2 The waiver by either party by either party of a breach or violation of any provision of this Agreement shall not operate or be construed to be a waiver of any subsequent breach thereof.

10.3 Any notice required to be given pursuant to the terms and provisions of this Agreement shall be in writing and shall be sent by U.S. mail, First Class, postage prepaid, to Groff & Associates or Provider at their respective addresses set forth on the signature page of this Agreement, except for notice given under Article VI, which shall be sent by Certified Mail, return receipt requested. Notice shall be deemed given when received or three (3) days after notice is deposited in the mail as set forth above, whichever is earlier.

10.4 None of the provisions of this Agreement are intended to create, or shall be deemed or construed to create, any relationship between the parties hereto other than that of independent contractors. Neither of other parties hereto, nor any of their respective directors, members, officers, or employees, shall act as or be construed to be the agent, employee, or representative of the other.

10.5 Nothing contained in this Agreement shall be construed to interfere with or in any way affect Provider's obligation to exercise independent medical judgment in rendering health care services to Enrollees.

10.6 Nothing contained in this Agreement shall be construed to prohibit Provider from communicating information to an Enrollee concerning the Enrollee's health care, including the availability of services from non-Participating Providers, or taking any action or refraining from taking any action not in the Enrollee's best interest. Provider is not prohibited from discussing a treatment option with an Enrollee or from advocating on behalf of the Enrollee within the utilization review or grievance processes established by Groff & Associates or a Payor or a person contracting with such.

10.7 This Agreement shall not be construed to be an exclusive agreement between Groff & Associates and Provider, nor shall it be deemed to be an agreement requiring any Providers to refer any minimum number of Enrollees to Provider.

10.8 Any reference in this Agreement to any Schedules, exhibits, or other attachments shall by such reference incorporate such documents herein.

10.9 This Agreement, including any Schedules, exhibits, or attachments, contains all the terms and conditions agreed upon by the parties regarding the subject matter hereof. Any prior agreements,

promises, negotiations, or representations of or between the parties, either written or oral, relating to the subject matter of this Agreement, are null and void and of no further force and effect.

10.10 The parties agree that this Agreement shall be subject to applicable State, Federal, and local law, including future amendments thereto and all administrative regulations promulgated thereunder. Any provisions of law that invalidate or are otherwise inconsistent with the terms of this Agreement or that would cause one or both of the parties to be in violation of law, shall be deemed to have superseded the terms of this Agreement, subject to the provisions of Paragraph 7.3 above; provided, however, that the parties shall exercise their best efforts to accommodate the terms and intent of this Agreement to the greatest extent possible consistent with the requirements of the law.

10.11 If any term, provision or condition of this Agreement is held by a court to be invalid, void or unenforceable, the remainder of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated as a result of such decision.

10.12 Words used in this Agreement shall be read as the masculine, feminine, or neuter gender, and as the singular or plural, as the context requires. The subject headings contained in this Agreement are included for the purposes of convenience only and shall have no force or effect.

10.13 Provider renders his/her services under this Agreement as an independent contractor. Neither Groff & Associates, nor Provider is an agent, employee or representative of the other, except as specified in this Agreement.

10.14 Provider may continue to render services to Providers' own patients independent of this Agreement.

10.15 Provider may contract directly with any insurers, health care service plans or third party Payors and/or with any independent practice associations, preferred provider organizations, exclusive provider organizations or other managed care entities.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date and year indicated below.

PROVIDER

GROFF & ASSOCIATES

SIGNATURE

SIGNATURE

PRINTED NAME

Mark A. Groff
PRINTED NAME

TITLE

V-P, Marketing & Business Development

DATE

DATE

NAME AND MAILING ADDRESS:

NAME AND MAILING ADDRESS:

NAME OF PROVIDER

Groff & Associates, LLC

STREET ADDRESS

7425 E. 86th St.

CITY, STATE AND ZIP CODE

Indianapolis, IN 46256

()
TELEPHONE

(317) 502-0333 (Mark) / 502-0330 (Sally)

Effective Date: _____

NETWORK PARTICIPATION AND COMPENSATION SCHEDULE TRADITIONAL SERVICE

A. AGREEMENT TO PARTICIPATE

Provider agrees to participate in Groff & Associates' Traditional Network.

B. DESCRIPTION OF NETWORK

The Traditional Network is a comprehensive network of Participating Providers that is available to Payors offering traditional indemnity and other benefit plans with little or no patient steerage.

C. ELIGIBILITY REQUIREMENTS

The Traditional Network is open to all Participating Partners meeting the credentialing standards and participation requirements of Groff & Associates:

1. All providers will have a minimum of a master's degree, having graduated from an accredited program of study. (Examples are: a master's or doctorate in social work, a related master's or doctoral level clinical degree, a master's or doctorate in clinical or counseling psychology, a medical degree with board eligibility or certification in psychiatry).
2. All providers must be licensed/certified by the state in which they practice.
3. All providers must have a minimum of two years post-master's experience in a clinical setting.
4. All network providers will furnish proof of coverage for liability insurance. The minimum levels of coverage are as follows:
 - Agencies/Organizations: Where coverage is in the name of an organization or agency and the individual providers are covered as employees of that agency, the minimum level of liability coverage will be \$1 million per occurrence (claim)/ \$3 million per aggregate, or will comply with state laws and regulations.
 - Individuals: Individuals will carry a minimum of \$1 million per occurrence (claim)/\$1 million aggregate.
 - Physicians: Psychiatrists will carry a minimum of \$1 million per occurrence (claim)/ \$3 million aggregate.

Documentation to support the above minimum qualifications is required. Specific orientations to managed care, brief therapy/solution-focused intervention, consumerism, and case management are highly desired.

D. COMPENSATION

For Covered Services rendered to Enrollees within the Traditional Network, Provider will be paid the lower of Provider's usual fee or Groff & Associates' Maximum Allowable Fee.

Maximum Allowable Fees are established by Groff & Associates and subject to update from time to time. A Summary of Maximum Allowable Fees currently in effect is attached by reference hereto.

*Summary of Maximum Allowable Fees**

(as of January 1, 2007)

Initial Exam / Assessment	\$80.00 per session
Adjustments **	\$36.00 per session
Lunch-N-Learns (required 1 per year)	\$50.00 per talk
X-rays (maximum of 2)	
<i>3 view Cervical series</i>	\$90.00 each
<i>2 view Lumbar series</i>	\$60.00 each

* **Coverage for employee only; does not include any dependents.
You may charge your normal fees for any dependents.**

** **Total of 4 only. Including Initial exam, average reimbursement is \$45 per session
excluding X-rays).**

ATTESTATIONS

If answering yes to any of the questions below, please provide a written description of each incident. The description should include the date of the incident, case details, and the final outcome or current status.

- 1) Are there any reasons why you are unable to perform the essential functions of your practice, with or without accommodation? YES NO
- 2) Are you presently engaged in illegal drug abuse? YES NO
- 3) Do you have a history of loss of license or felony convictions? YES NO
- 4) Do you have a history of loss or limitation of privileges or disciplinary action? YES NO
- 5) Within the last 5 years, based on year of incident, have you been a defendant in a malpractice suit which:
 - a. Went to final disposition and resulted in payment from you, or your carrier on your behalf, to any party? YES NO
 - b. Is presently pending against you? YES NO
- 6) Within the last 5 years, have you been subject to any:
 - a. State sanctions, restrictions on licensure or limitations on the scope of your practice? YES NO
 - b. Medicare or Medicaid sanctions? YES NO

I, the undersigned, hereby attest that the information given in or attached to this Application is accurate and complete and fairly represents the current level of my training, experience, capability, and competence to practice. I specifically authorize Groff & Associates, LLC and its authorized representatives to consult with any third party which may have information bearing on the subject matter addressed by this Application and to inspect or obtain any reports, records, recommendations, or other documents or disclosures of third parties that may be material to the questions in this Application. I also specifically authorize any third parties to release information to Groff & Associates, LLC and its authorized representatives upon request. I hereby release Groff & Associates, LLC and its authorized representatives, and any third parties, from any liability for any reports, records, recommendations, or other documents or disclosures involving me that are made, requested, or received by Groff & Associates, LLC and its authorized representatives to, from, or by any third parties, including otherwise privileged or confidential information, made or given in good faith and relating to the subject matter addresses by this Application.

I warrant that I have the authority to sign this Application, on my behalf and on behalf of any entity or organization for which I am signing in a representative capacity. I understand that any information entered into this Application which subsequently is found to be false could result in Groff & Associates, LLC’s refusal to enter into an Agreement with me or termination of any Agreement with me.

SIGNATURE

DATE

PRINTED NAME

TITLE

PLEASE RETURN APPLICATION, SIGNED AGREEMENT, AND THE ABOVE-NOTED ITEMS TO:

*Groff & Associates, LLC
7425 East 86th Street
P.O. Box 502246 (Mailing 46250-7246)
Indianapolis, IN 46256-1207*

PHONE: (317) 502-0333 (Mark Groff) (317) 502-0330 (Sally Groff)
FAX: (317) 585-8789