HOMELINK PARTICIPATING PROVIDER AGREEMENT
for WellCare of Kentucky

This HOMELINK Participating Provider Agreement for Wellcare of Kentucky (the "Agreement") is made effective as of June 1, 2015 (the "Effective Date"), by and between HOMELINK, a division of VGM Group, Inc. ("HOMELINK"), _____("Participating Provider" or "Provider"):

RECITALS

WHEREAS, HOMELINK is engaged in the business of arranging for healthcare services at the request of WellCare Health Plans, Inc., d/b/a Wellcare of Kentucky; and

WHEREAS, the Participating Provider is duly registered and appropriately licensed as required in the State(s) in which it proposes to provide Equipment and Services (as defined below) to patients referred to it and as authorized by HOMELINK upon the terms and conditions set forth in this Agreement.

DEFINITIONS

"Administrative Program" means HOMELINK's and the Health Plan's or Delegate's administrative program comprised of the "Credentialing Plan".

"Certificate of Coverage" means the document and any amendments thereto that is issued to patients and which describes the benefits and Equipment and Services to which the patient is entitled under the applicable Product. The term "Certificate of Coverage" includes, without limitation, summary plan descriptions.

"Clean Claim" means a claim that (i) satisfies all applicable rules and requirements related to claims set forth in the Administrative Program ("Medical Claim Policies") and (ii) meets all applicable state and federal laws and regulations as amended from time to time.

"CMS" means the Centers for Medicare and Medicaid Services of DHHS.

"Coinsurance" means the percentage of the total contract rate for Equipment and Service, less any applicable Deductible amount that the patient is responsible for under the patient's Certificate of Coverage.

"Commonwealth" means the Commonwealth of Kentucky.

"Complaint" means any grievance expressed by a patient regarding the provision of Equipment and Services, including, without limitation, grievances regarding the scope of coverage for Equipment and Services, retrospective denials or limitations of payment for Equipment and Services, eligibility issues, denials, cancellations, nonrenewal of coverage, administrative operations, and the quality, timeliness, and appropriateness of Equipment and Services rendered.

"Copayment" means the flat dollar amount for Equipment and Services that the patient is responsible for under the patient's Certificate of Coverage.

"Covered Services" means the Equipment and Services to which a patient is entitled under the applicable Plan or Product.

"Deductible" means the dollar amount for which a patient is responsible per calendar year before benefits become payable under the patient's Certificate of Coverage.

"Delegate" means an entity acting on behalf of the Health Plan.

“DHHS” means the United States Department of Health and Human Services.

“DME” means durable medical equipment.

“Equipment and Services” means DME, O&P, medical supplies, Home Health and other products and services that Provider furnishes and supplies under this Agreement.

“Health Plan” or “WellCare” means WellCare Health Plans, Inc., d/b/a WellCare Kentucky.

“Home Health Services” means the following, but not limited to (Registered Nurse, Licensed Practical Nurse, Speech Therapist, Occupational Therapist, Physical Therapist and Home Health Aide).

“Medicaid Managed Care Program” means a health care delivery system organized to manage cost, utilization, and quality. Medicaid managed care provides for the delivery of Medicaid health benefits and additional services through contracted arrangements between state Medicaid agencies and managed care organizations (MCOs) that accept a set per-member, per-month (capitation) payment for these services pursuant to 42 U.S.C. § 438.

“Medicare Advantage” means the health care program created pursuant to 42 U.S.C. § 1302, 42 U.S.C. § 1395hh and 44 U.S.C. Chapter 35 by CMS through approved and contracted managed care organizations, which is an alternative to the traditional Medicare program in which private plans run by managed care organizations provide health care benefits that Medicare Advantage Patients would otherwise receive directly from the Medicare program.

“Medicare Advantage Patient” means an individual eligible and enrolled in a Medicare Advantage Product.

“Medicare Advantage Product” means a Product offered by a Health Plan and its Delegate to Medicare Advantage Patients.

“Medicare Cost” means the health care program created pursuant to Section 1876 of the Social Security Act (as amended) by CMS through approved and contracted health plan organizations.

“Medicare Cost Patient” means an individual eligible and enrolled in a Medicare Cost Product.

Medicare Cost Product” means a Product entered into by CMS and a Health Plan and its Delegate or one of its related organizations pursuant to which the Health Plan and its Delegate pays and/or arranges for health care services and supplies to seniors and other individuals eligible and enrolled in a Medicare Cost plan.

“O&P” means orthotics and prosthetics.

Participating Provider means a supplying provider.

“Plan” means a plan or program to pay and/or arrange for health care services and supplies, as may be amended from time to time.

"Product" means any contract where HOMELINK or the Health Plan and its Delegate agrees to pay for health care services and supplies and/or provide administrative services including, without limitation, contracts involving governmental Plans, with the exception of any product governed by a contract between CMS and the Health Plan and Delegate or its related organization.

“SPP” or “State Public Program” means a health care program created, established, sponsored, administered, and/or funded by the state in which Provider furnishes Equipment and Services.

"SPP Patient" means an individual eligible and enrolled to receive Equipment and Services through an SPP Product.

"SPP Product" means a Product pursuant to which HOMELINK or the Health Plan and Delegate pays and/or arranges for health care services and supplies to individuals eligible and enrolled in a State Public Program.

1. ENGAGEMENT OF SERVICES

1.1 Participating Provider shall provide Equipment and Services to patients in the areas which it serves, as referred and authorized by HOMELINK. Participating Provider agrees that Equipment and Services will include the provision of DME (these include respiratory therapy and rehabilitation equipment commonly covered under the Medicare/Medicaid DMEPOS benefit), O&P, Home Health Services and supplies or other items which may be ordered. Referrals and payment amounts generally include home delivery and maintenance for the above mentioned equipment where applicable. Same shall be provided only as ordered and as authorized by HOMELINK pursuant to this Agreement.

1.2 If Participating Provider is a Medicare/Medicaid participant, Participating Provider will remain in compliance with the most current CMS quality standards and be accredited by an approved accreditation entity throughout the term of the Agreement. If Participating Provider's status under the Medicare Program or any state Medicaid program is restricted, suspended, terminated or limited in any manner, Participating Provider will immediately notify HOMELINK. In order for a provider to subcontract with HOMELINK to be a Health Plan provider for Medicare program purposes, the provider must be a Medicare participant. In order for a provider to subcontract with HOMELINK to be a Health Plan provider for Medicaid program purposes, it must be a Medicaid participant. All contracts or written arrangements must specify that the contractor or subcontractor must comply with all applicable Medicare laws, rules, regulations and CMS instructions. [42 CFR § 422.504(i)(4)(v)]

1.3 Participating Provider, throughout the term of this Agreement, will provide Equipment and Services in accordance with all applicable federal, state and local laws, rules, and regulations and in accordance with all state laws regarding confidentiality of patient information and the Health Insurance Portability and Accountability Act of 1996 and its related regulations ("HIPAA"), as modified or amended from time to time.

1.4 Kentucky Contract Requirements.

a. Neither HOMELINK nor its participating providers, nor any individual who has a direct or indirect ownership or controlling interest of 5% or more of any provider, nor any officer, director, agent or managing employee (e.g., general manager, business manager, administrator, director or like individual who exercises operational or managerial control over the provider or who directly or indirectly conducts the day-to-day operation of provider) is an entity or individual (1) who has been convicted of any offense under Section 1128(a) of the Social Security Act (42 U.S.C. § 1320a-7(a)) or of any offense related to fraud or obstruction of an investigation or a controlled substance described in Section 1128(b)(1)-(3) of the Social Security Act (42 U.S.C. § 1320a-7(b)(1)-(3)); or (2) against whom a civil monetary penalty has been assessed under Section 1128A or 1129 of the Social Security Act (42 U.S.C. § 1320a-7a; 42 U.S.C. § 1320a-8); or (3) who has been excluded from participation in a program under Title XVIII, 1902(a)(39) and (41) of the Social Security Act, Section 4724 of the Balanced Budget Act or under a Commonwealth health care program.

i. HOMELINK and Participating Provider will include the provisions of subsection 1.4(a) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. HOMELINK and Participating Provider will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event HOMELINK and Participating Provider becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, HOMELINK and Participating Provider may request the United States to enter into such litigation to protect the interests of the United States.

b. The Equal Employment Opportunity Act of 1978, KRS §§ 45.560-45.640 applies to all State government projects with an estimated value exceeding $500,000. HOMELINK and Participating Provider shall comply with all terms and conditions of said Act.

c. HOMELINK and Participating Provider shall comply with the following laws:

i. Title VI of the Civil Rights Act of 1964 (Public Law 88-352);

ii. Rules and regulations prescribed by the United States Department of Labor in accordance with 41 CFR Part 60-741; and

iii. Section 504 of the Federal Rehabilitation Act of 1973 (Public Law 93-112).

d. Access to Premises.

i. Upon reasonable notice, HOMELINK and Participating Provider shall allow duly authorized agents or representatives of the Commonwealth or federal government or the independent external quality review organization required by Section 1902(a)(30)(c) of the Social Security Act, 42 U.S.C. § 1396a(a)(30), access to HOMELINK and Participating Provider's premises during normal business hours to inspect, audit, investigate, monitor or otherwise evaluate the performance of HOMELINK and Participating Provider and/or its subcontractors. HOMELINK and Participating Provider shall forthwith produce all records, documents, or other data requested as part of such review, investigation, or audit.

ii. In the event right of access is requested under this section, HOMELINK and Participating Provider shall provide and make available staff to assist in the audit or inspection effort, and provide adequate space on the premises to reasonably accommodate the Commonwealth, federal, or external quality review personnel conducting the audit, investigation, or inspection effort. All inspections or audits shall be conducted in a manner as will not unduly interfere with the performance of HOMELINK's and Participating Provider's activities. HOMELINK and Participating Provider will be given twenty (20) business days to respond to any findings of an audit made by Finance, the Department or their agent before the findings are finalized. HOMELINK and Participating Provider shall cooperate with Finance, the Department or their agent as necessary to resolve audit findings. All information obtained will be accorded confidential treatment as provided under applicable laws, rules and regulations.

e. Encounter Records. HOMELINK and Participating Provider shall provide data to the "Delegate" who shall submit encounter records in the format specified by the Department

so that Health Plan can meet the Department's specifications required by the Kentucky Contract.

f. Kentucky Contract. This Agreement incorporates all provisions of the Kentucky Contract to the fullest extent applicable to the service or activity to be performed under the Agreement, including without limitation, the obligation to comply with all applicable federal and Commonwealth laws and regulations, including but not limited to, KRS §§ 205.8451-8483, all rules, policies and procedures of Finance and the Department, and all standards governing the provision of Covered Services and information to patients, all Quality Assurance and Process Improvement (QA/PI) requirements, all record keeping and reporting requirements, all obligations to maintain the confidentiality of information, all rights of Finance, the Department, the Office of the Inspector General (OIG), the Attorney General, Auditor of Public Accounts and other authorized federal and Commonwealth agents to inspect, investigate, monitor and audit operations, all indemnification and insurance requirements, and all obligations upon termination.

g. Service Locations. Participating Provider's service locations shall meet all requirements of the Americans with Disabilities Act and all Commonwealth and local requirements pertaining to adequate space, supplies, sanitation, and fire and safety procedures which are applicable to health care facilities.

h. Medicaid Number. All providers who wish to provide equipment and services to Medicaid Participant are required to have a Medicaid Provider Number.

i. Medicare Number. All providers who wish to provide equipment and services to Medicare Beneficiaries are required to have a Medicare Number/PTAN.

1.5 Standard. Participating Provider shall provide services in accordance with the standard of practice in the communities in which Participating Provider renders Equipment and Services and in a manner so as to assure quality of care and treatment.

1.6 Availability of Equipment and Services. When necessary and applicable, Participating Provider will provide Equipment and Services 24 hours a day, 365 days a year. After-office hours (evenings, weekends, and holidays) will be covered by Participating Provider's staff. For urgent requests for Equipment and Services, Participating Provider will respond to phone requests within one (1) hour if necessary and will provide Equipment and Services the same day if the order is placed by 5:00 p.m. Eastern time.

1.7 Patient Education. Participating Provider will educate and provide required training to patients upon initiation of Equipment and Services. All such patient education will be conducted by appropriate professional staff.

1.8 Participating Provider Qualifications.

(a) At all times during the term of this Agreement, Participating Provider shall be and remain duly licensed, registered, certified, accredited or otherwise duly authorized to provide services in the state or states in which Participating Provider offers Equipment and Services. Participating Provider shall not provide Equipment and Services to patients without first being accepted by HOMELINK in accordance with the Credentialing Plan (as defined below) as applicable. Where applicable, Participating Provider will remain in compliance with the most current CMS quality standards during the term of this Agreement.

(b) Participating Provider will notify HOMELINK of any material change to any information submitted to HOMELINK by Participating Provider in connection with the credentialing (or re-credentialing) activities of the Credentialing Plan.

Participating Provider represents and warrants that any such information submitted to HOMELINK will be true and correct at the time provided.

1.9 Credentialing; Recredentialing. Participating Provider will participate in and comply with the credentialing and re-credentialing process or rules and requirements of all Credentialing delegation agreements between HOMELINK and the Health Plan or Delegate and the "Health Plan/WellCare" manual that contains administrative protocols, programs, policies and procedures developed, established and administered by the Health Plan, Delegate or another entity authorized by the "Health Plan", as amended from time to time (collectively the "Credentialing Plan") which is available on Homelink' s website. Pursuant to the Administrative Program, Participating Provider will forward its professional resume, together with a completed credentialing application required by HOMELINK and any additional information as may be requested, including information related to credentialing and insurance. Participating Provider must be able to provide documentation requested or required by the Health Plan or its Delegate within 24 hours.

1.10 Recommendation for Services. Participating Provider will comply with all rules and requirements related to recommendations for Equipment and Services set forth in the applicable Administrative Program and Credentialing Plan, including, without limitation, verifying with the HOMELINK the recommendation for Equipment and Services requirements.

1.11 Equipment. Participating Provider will maintain its DME equipment, products and supplies in excellent working condition and at all times will satisfy the standards defined in the applicable "Administrative Program and Credentialing Plan, as well as any applicable governmental standards.

1.12 Compliance with Administrative Program. Participating Provider will cooperate and comply with all rules and requirements set forth in the applicable Administrative Program. Participating Provider will provide to HOMELINK such data as the Health Plan or Delegate may request in connection with the Administrative Program, including, without limitation, an annual summary of Participating Provider's quality assurance, quality improvement, and utilization management activities and credentialing and re-credentialing information.

1.13 Warranty. Participating Provider represents and warrants that the Equipment and Services it provides will be in compliance with all applicable laws, including without limitation, the applicable sections of Title 21 of the Food, Drug and Cosmetic Act and regulations thereto. This warranty includes, but is not limited to, a warranty by Participating Provider that Equipment and Services are not "adulterated" or "misbranded" as set forth in 21 U.S.C. §§ 312, 351-352. No applicable warranties, whether express or implied, are intended to be disclaimed or diminished by the terms of this Agreement.

1.14 Return Policy. Participating Provider will have a return policy applicable to Equipment and Services purchased by a patient.

2. CARE MANAGEMENT COOPERATION

2.1 Quality Improvement.

(a) Participating Provider will participate in, and cooperate and assist with, quality management initiatives and data collection as defined in an Administrative Program and as may be requested by the applicable Health Plan or Delegate, an entity authorized by the Health Plan or Delegate or appropriate state or federal agencies. Participating Provider shall provide HOMELINK and/or the Health Plan and Delegate or such other authorized entity or appropriate state or federal

agencies with all data that may be requested for said activities. Participating Provider shall provide such data at its sole expense, and Participating Provider will not charge any patient for the cost of providing such data unless specifically authorized by law.

(b) Participating Provider will establish and maintain a program of continuous quality improvement that applies to patients to whom Participating Provider provides Equipment and Services pursuant to this Agreement. This program will use clinical practice guidelines that are developed by HOMELINK or Participating Provider or obtained by HOMELINK or Participating Provider from another source and formally approved by HOMELINK or Participating Provider in accordance with current CMS quality standards. These guidelines may be used together with methods of continuous quality improvement in cycles of planning, piloting, assessment and action which results in improved care provided for particular diseases or conditions. These improvement cycles may include measurement of health care processes and their effects. The program will be supported by appropriate staff, including persons engaged in project management, facilitation of improvement processes, and measurement.

(c) Participating Provider will develop and maintain a quality committee structure to implement and monitor its performance of and adherence to the quality assurance and quality improvement rules and requirements included in the applicable Administrative Program.

(d) Upon request by HOMELINK, Participating Provider will provide any related policies and procedures, as well as its peer review results related to care provided to patient and related information if requested.

(e) Upon request by HOMELINK, Participating Provider will provide HOMELINK with an annual report of Participating Provider's continuous quality management initiatives and results during the first quarter of the following year. This report will include, at HOMELINK's option, a written or an oral report, or both, from Participating Provider if requested.

2.2 Utilization Management. Participating Provider will participate in and comply with the utilization management rules and requirements included in each applicable Administrative Program ("Utilization Management Rules"). The Utilization Management Rules include, without limitation, prior authorization procedures, pre-certification programs, recommendation for Equipment and Services policies, benefit review procedures, concurrent review programs, medical care guidelines and protocols, discharge planning and medical case management policies and procedures, and the review and audit of Participating Provider's activities by the "Health Plan or Delegate" or an entity authorized by Health Plan or Delegate to ensure compliance with such Utilization Management Rules. Notwithstanding the foregoing, nothing in this Section is intended nor will be construed as delegating to the Participating Provider the utilization management obligations required to be carried out by Health Plan or Delegate under applicable law.

2.3 Medical Records and Other Records.

(a) Participating Provider will obtain a signed, written consent, in accordance with applicable law, from each patient authorizing the release of patient information including, without limitation, demographic, medical and/or health care information, to HOMELINK, or one of HOMELINK's related organizations, employer groups and their respective designees for purposes of treatment, payment, and health care operations including, without limitation, claims

processing, reimbursement, utilization review, case management, disease management and/or quality review.

(b) Participating Provider will maintain medical, financial and administrative records related to the Equipment and Services provided to patients or any other Participating Provider obligations under this Agreement as required by applicable state or federal laws or regulations or as may be necessary to document care provided in the event of legal action. Upon request by HOMELINK, Participating Provider will provide to HOMELINK or one of its related organizations and/or its affiliates and their respective designees, within seven (7) days of such request (or less if necessary to comply with laws pertaining to resolution of Complaints (as defined below), copies of such medical, financial and/or administrative records. Participating Provider's obligation to provide copies of records containing medical or other health care information that identifies a patient will be subject to patient consent as outlined in Section 2.3(a), to the extent such patient consent is required by applicable state or federal laws or regulations. Such records will be provided by Participating Provider at its sole expense and Participating Provider will not charge any patient for the cost of providing copies of such records, unless specifically authorized by law.

(c) Maintenance. HOMELINK shall, and shall cause its subcontractors to, maintain operational, financial and administrative records, contracts, books, files, data and other documentation related to the Covered Services provided to patients, claims filed and other services and activities conducted under this Agreement ("Records"). HOMELINK shall ensure that such Records are kept in accordance with applicable laws, rules and regulations, generally accepted accounting principles (as applicable) and prudent record keeping practices and are sufficient to enable either party to enforce its rights under this Agreement, including this section, and to determine whether the other party and its subcontractors and their respective employees are performing or have performed its obligations in accordance with this Agreement, applicable laws, rules and regulations. HOMELINK shall, and shall cause its subcontractors to, maintain such Records for the time period set forth in this Agreement. Records that are under review or audit shall be retained until the completion of such review or audit if that date is later than the time frame indicated above.

(d) Access and Audit. The Health Plan or Delegate shall have the right to monitor, inspect, evaluate and audit HOMELINK and Participating Provider. In connection with any monitoring, inspection, evaluation or audit, HOMELINK shall, and shall cause its subcontractors to, provide the Health Plan or Delegate with access to all Records, personnel, physical facilities, equipment and other information necessary for the Health Plan or Delegate to conduct the audit. Within three business days of the Health Plan or Delegate's written request for Records, or such shorter time period required for Contracted Provider and/or Health Plan to comply with requests of governmental authorities, HOMELINK shall, and shall cause its subcontractors to, compile and prepare all such Records and furnish such Records to Contracted Provider and/or Health Plan in a format reasonably requested by Contracted Provider and/or Health Plan. Copies of such Records shall be at no cost to Contracted Provider and/or Health Plan.

(e) Survival after Termination. The requirements of this Agreement regarding Records, access and audit shall survive expiration or termination of this Agreement.

2.4 Complaints. If a patient submits a Complaint to Participating Provider, whether verbally or in writing, Participating Provider will immediately inform HOMELINK, and Participating Provider will investigate such Complaint and use best efforts to resolve it in a fair and equitable manner. Participating Provider will designate a person or persons who will be responsible for handling Complaints. Participating Provider will cooperate with HOMELINK in resolving any Complaint submitted to Participating Provider by a patient, or any other grievance involving or impacting Participating Provider and which is filed by a patient with HOMELINK or a regulatory entity. Participating Provider will be bound by resolution of such Complaints, as determined in accordance with the applicable Administrative Program and applicable state and federal laws and regulations. Nothing in this Section is intended or will be construed as delegating to Participating Provider any of HOMELINK's complaint resolution obligations required to be carried out by the Health Plan or Delegate under applicable state and federal laws and regulations.

2.5 Satisfaction Surveys. From time to time, HOMELINK will conduct satisfaction surveys. Participating Provider may be requested to take any reasonable steps necessary to correct any deficiencies revealed by such surveys. Participating Provider will be allowed an opportunity to review the results of the satisfaction survey specific to Participating Provider. If the level of satisfaction with Participating Provider, as measured by such surveys, deteriorates substantially or is substantially below the level of other providers affiliated with HOMELINK, at the request of the Health Plan or Delegate, Participating Provider will promptly prepare and implement a corrective action plan to the satisfaction of HOMELINK and the Health Plan or Delegate. Upon request by HOMELINK and/or the Health Plan or Delegate, Participating Provider also will conduct its own patient satisfaction surveys and provide HOMELINK and the Health Plan or Delegate the opportunity to promptly review the results of such surveys.

2.6 Advertising and Promotion. HOMELINK will cooperate with Health Plan or Delegate in their marketing of Products. HOMELINK will have the right to publish information regarding Provider, including, without limitation, Participating Provider's name, address and telephone number, specialty(ies), hospital affiliations, board certifications, languages spoken, as well as a description of Participating Provider's facilities, services and inclusion in any preferred network, relative network data in participating provider directories and other brochures, publications, advertisements, promotions and other marketing materials (including, without limitation, advertising and promotion on the Internet and other paperless medium) of HOMELINK and the Health Plan or Delegate. Participating Provider hereby authorizes and consents to disclosure of its National Participating Provider Identifiers on the websites and directories or HOMELINK and the Health Plan or Delegate. Any materials Participating Provider uses in connection with its marketing activities related to the Equipment and Services rendered by Participating Provider for HOMELINK under this Agreement shall be subject to prior approval of HOMELINK and the Health Plan or Delegate. All advertising, promotion, and marketing activities related to the services provided under this Agreement shall be done in accordance with all applicable state and federal laws and regulations.

2.7 Service Level Agreements (SLAs). Participating Provider shall comply with the SLA terms set forth in Attachment 1 hereto, which is hereby incorporated by reference. SLAs are subject to review and modification at any time with mutual written consent as new information, laws, regulations, or program business rules and processes change.

2.8 Patient Communication. Notwithstanding anything in this Agreement that could be interpreted as being to the contrary, HOMELINK encourages and expects Participating Provider to communicate freely with patients regarding the treatment options available to them including, without limitation, alternative medications, regardless of benefit coverage.

2.9 Designated and/or Preferred Network Initiatives. "Health Plan or Delegate" may at any time designate and assign preferred and/or designated networks of providers or facilities to which "Health Plan or Delegate" may direct patients for specified services. Such designated and/or preferred networks may or may not include Participating Provider. "Health Plan or Delegate" may at any time and from time to time require prior authorization or prior notification for specified services performed within or outside of such designated and/or preferred networks. HOMELINK will notify Participating Provider, in writing, of such specified services, any prior authorization or prior notification requirements, and the respective designated and/or preferred network.

2.10 Patient Safety Program. Participating Provider will develop and implement a patient safety program that establishes and monitors compliance with patient safety and medical error reduction policies and procedures that, at a minimum, are consistent with applicable industry standards. HOMELINK encourages Participating Provider to participate in local and national patient safety initiatives. Participating Provider will submit to HOMELINK, upon request, documentation and/or performance improvement measurements related to Participating Provider's patient safety program.

2.11 Compliance Audit. Participating Provider will cooperate with the review and audit by HOMELINK, Health Plan or Delegate, or their agent(s), to verify Participating Provider's satisfaction of and compliance with this Agreement and the requirements of state, federal, and Health Plan's or Delegate's requirements. Within seven (7) business days following a written request by a HOMELINK, or sooner if required by state or federal law, Provider will provide HOMELINK access to Participating Provider's premises and financial, medical, and administrative records and policies relevant to the services provided under this Agreement. Participating Provider will allow the Health Plan or Delegate to audit the Participating Provider with respect to compliance issues, including its compliance programs, and require it to address compliance issues through education, counseling or corrective action plans. HOMELINK shall cooperate with the Health Plan or Delegate with respect to any such audit, including by providing Records and site access within such time frames as requested.

(a) Record Retention; Access; Audits.

Participating Provider agrees to adhere to the following: (i) Health Plan, DHHS, the Comptroller General of the United States, or their agents have the right to inspect, evaluate, and audit any pertinent contracts, books, documents, papers, and records of Participating Provider involving transactions related to the CMS Contract; and (ii) Health Plan, DHHS, the Comptroller General, or their agents have the right to inspect, evaluate, and audit any pertinent information for any particular CMS Contract Period for 10 years from the final date of the CMS Contract Period or from the date of completion of any audit, whichever is later. [42 CFR § 422.504(i)(2)]

In addition to the requirements of the foregoing paragraph, Participating Provider agrees to the following: (i) Health Plan, DHHS, the Comptroller General, or their agents may evaluate, through inspection or other means (A) the quality, appropriateness, and timeliness of services provided to Medicare enrollees under the CMS Contract; and (B) the facilities of Participating Provider; (ii) Health Plan, DHHS, the Comptroller General, or their agents may audit, evaluate, or inspect any books, contracts, medical records, documents, papers, patient care documentation, and other records of Participating Provider that pertain to any aspect of services performed, reconciliation of benefit liabilities, and determination of amounts payable under the CMS Contract, as the Secretary of DHHS may deem necessary to enforce the CMS Contract, or as Health Plan may deem necessary to enforce the Agreement; (iii) HOMELINK and its subcontractors shall make available for the purposes specified in 42 CFR § 422.504(d), their premises, physical facilities and equipment, records relating to patients, and any additional relevant

information that CMS or Health Plan may require; (iv) Health Plan's, DHHS', the Comptroller General's, or their agents' right to inspect, evaluate, and audit extends through 10 years from the final date of the CMS Contract Period or completion of audit, whichever is later unless (A) CMS determines there is a special need to retain a particular record or group of records for a longer period and notifies Health Plan at least 30 days before the normal disposition date (in which case Health Plan shall promptly provide notice to HOMELINK who shall notify the Participating Provider; (B) there has been a termination, dispute, or fraud or similar fault by Health Plan under the CMS Contract, in which case the retention period may be extended to six years from the date of any resulting final resolution of the termination, dispute, or fraud or similar fault; or (C) Health Plan, DHHS, the Comptroller General, or their designee determines that there is a reasonable possibility of fraud or similar fault, in which case they may inspect, evaluate, and audit HOMELINK or Participating Provider at any time. [42 CFR § 422.504(e)]

3. BILLING AND REIMBURSEMENT

3.1 Compensation for Equipment and Services. HOMELINK shall pay, and Participating Provider will accept as payment in full for Covered Services rendered pursuant to this Agreement, the rates set forth in **Exhibit A** of respective Medicare or Medicaid Agreement. Payment from HOMELINK to Participating Provider for Covered Services provided will occur after HOMELINK receives payment, less the amount of the patient's applicable Copayment, Coinsurance, or Deductible, which will be paid to the Provider when it is collected from the patient.

3.2 Copayment, Coinsurance and/or Deductibles. It is understood and agreed that a patient may be enrolled in a Product that requires patient copayment, coinsurance and/or deductibles. If a patient receives Equipment and Services from Participating Provider which are subject to a Copayment, Coinsurance and/or Deductible, payment to Provider for such services will be as follows:

(a) The Copayment, Coinsurance or Deductible for said Equipment and Services, will be the patient's responsibility and will be billed or collected by Participating Provider directly from the patient. Participating Provider will use commercially reasonable efforts to collect directly from the patients all applicable Copayments, Coinsurance, and Deductibles for Equipment and Services and will not routinely waive, discount or rebate any such amounts, in accordance with 42 CFR § 413.89(e). The Participating Provider may obtain from HOMELINK the estimated benefits including, but not limited to the patient's applicable Copayment, Coinsurance or Deductible.

3.3 Notification and Prior Authorization; Services Rendered Outside the Scope of Applicable Authorizations.

(a) Participating Provider will comply with HOMELINK's notification and prior authorization requirements set forth in the applicable Administrative Program. Equipment and Services provided without the applicable notification and prior authorization requirements will be deemed non-covered Equipment and Services ("Non-Covered Item") or unauthorized Equipment or Services ("Unauthorized Item"), as applicable. The terms addressing reimbursement and Participating Provider's ability to bill the patient or HOMELINK for such Non-Covered Items and Unauthorized Items are set forth in Section. 3.6 and 3.7 below.

(b) For Medicare Products, if Participating Provider furnishes Equipment and Services different from or in addition to those authorized by the Health Plan as required under a patient's Certificate of Coverage, or if a patient seeks services

beyond those so authorized, Provider may bill the patient for such Equipment and Services but only upon first obtaining the patient's written acknowledgement/Advanced Beneficiary Notice (ABN) before providing such Equipment and Services, that the Equipment and Services are not covered and will not be paid by the Health Plan or Delegate.

3.4 Billing Procedures.

(a) Once a referral for a product /service has been authorized through the authorization protocols, excluding emergency/urgent services, and been delivered to the patient, a billing file containing all the necessary data related to the covered item or service will be sent to HOMELINK from the Participating Provider, and the billing process set forth in this Section 3.4 will be observed.

(b) Participating Provider will bill for all products and services via a mutually agreeable electronic billing format wherever possible. Participating Provider will include with the electronic billing the submission of all required attachments, e.g., prescriptions for durable medical equipment and medical supplies, home health care notes from initial visit to interim visit to discharge notes, orthotic fitting notes, evaluation notes, etc., in compliance with requirements provided by Health Plan and/or state requirements.

(c) Participating Provider agrees that 95% of the bills, subject to the review of 100% of the bills for the period being reviewed, will have been sent for payment within sixty (60) calendar days from the date of service or within the time frame established by federal or state law or regulation, whichever is less. In order for a penalty to be assessed, 5% or more of the bills will be found not to have been sent within sixty (60) calendar days from the date of service or within the time frame established by federal or state law or regulation, whichever is less. Participating Provider agrees that if the Health Plan or Delegate assesses a penalty against HOMELINK, based on the audit associated with Participating Provider's failure to bill in a timely fashion, then a penalty will be assessed against Participating Provider consistent with the penalty imposed on the Provider by the Health Plan or Delegate. For failure to meet this standard, Participating Provider is subject to penalty of up to $2,500 per quarter, as determined by HOMELINK.

i. Participating Provider shall not bill until authorization from HOMELINK is received, with the exception of emergency/urgent services. Confirmation of coverage is not an authorization. If the product or service was deemed emergent/urgent, the service will be provided based on Medical Necessity.

ii. Participating Provider shall send a billing file to HOMELINK containing all the necessary information about the item or service delivered to the patient.

iii. Participating Provider shall apply, at a minimum, the following rules and edits to ensure that the appropriate data is being submitted for billing to the Health Plan:

a) Validate to ensure the bill or bill details are not duplicates to previous bills in history.

b) Validate to ensure the bill is within sixty (60) calendar days of the date of service or within the time frame established by federal or state law or regulation if less than sixty calendar days (60). No bill

will be accepted for payment which is submitted sixty (60) calendar days after the date of service unless Health Plan authorizes an exception.

c) If any bills submitted to the Health Plan's or Delegate's processing system are rejected for errors, Participating Provider will assist HOMELINK with determining where the error occurred and whether the correction needs to happen within HOMELINK's system or within the Participating Provider's system. Participating Provider and HOMELINK will make every reasonable effort to create additional edits within its systems to prohibit the error from re-occurring.

d) If upon the processing of data from the Health Plan or Delegate, HOMELINK determines that a reduction or denial has occurred, the Health Plan or Delegate will provide the reason for the reduction or denial to the HOMELINK. HOMELINK will provide the reason or reasons for deduction to Participating Provider.

iv. HOMELINK will issue payment to Participating Provider no later than 7 business days after both of the following conditions are met: (1) HOMELINK receives a Clean Claim from the Participating Provider and (2) HOMELINK has received payment from the Health Plan or Delegate.

3.5 Processing of Claims Adjustments.

(a) All adjustment and recoupment requests for Clean Claims that have been previously paid to Participating Provider, whether initiated by Participating Provider or by HOMELINK, will be initiated with reasonable specificity, within twelve (12) months of the date of service in question. Such claims adjustments initiated by Participating Provider or HOMELINK may include, without limitation, requests for return of overpayments or payment errors.

(b) Notwithstanding the foregoing, the 12-month claims adjustment timeframe does not apply to (1) patient-related adjustments (including, but not limited to, retroactive terminations); (2) claims adjustments due to subrogation; (3) claims adjustments due to claims subject to coordination of benefits (COB); (4) claims adjustments due to duplicate claims; and/or (5) claims adjustments due to fraud and abuse.

(c) The provisions set forth in this Section 3.5 will survive any termination of this Agreement.

3.6 Exclusive Payment (Non-Recourse).

(a) Participating Provider shall not bill, charge, collect a deposit or upfront payment from, seek remuneration from, or have any recourse against a patient or persons acting on their behalf for Equipment and Services provided under this Agreement. This provision applies to but is not limited to the following events: (1) nonpayment by the Health Plan or its Delegate or (2) breach of this Agreement. This provision does not prohibit Participating Provider from collecting Copayment or fees for Non-Covered Items or from collecting Copayments, Coinsurance and Deductibles from patients at or prior to the time of service in accordance with Section 3.3(b).

(b) This provision survives the termination of this Agreement for authorized services provided before this Agreement terminates, regardless of the reason for

termination. This provision is for the benefit of the patients. This provision does not apply to Equipment and Services provided after this Agreement terminates.

(c) Participating Provider may not withhold Equipment and Services to a patient based on the patient's failure to pay a Deductible or Coinsurance at or prior to the time of service. Participating Provider shall return overpayments by patients to the patient by check or electronic payment within thirty (30) days of the date in which the claim adjudication is received by HOMELINK and the "Participating Provider" is notified.

(d) This provision supersedes any contrary oral or written agreement existing now or entered into in the future between Provider and the patient or persons acting on their behalf regarding liability for payment for services provided under this Agreement.

(e) If Participating Provider provides Non-Covered Items and seeks to bill the patient for such Non-Covered Items under the terms of this Section, Participating Provider may do so, but only if Participating Provider has obtained a written statement from the patient immediately prior to the service or, in case of any routine Non-Covered Items within the previous twelve (12) months from the date of service that acknowledges that the Non-Covered Item will not be paid for under this Agreement, and that the patient will be liable for payment of such Non-Covered Item.

3.7 Failure to Obtain Appropriate Authorization/Recommendation for Equipment and Services. Notwithstanding any term in this Agreement to the contrary (including, without limitation, Section 3.6 above):

(a) Participating Provider will not be entitled to bill the patient, HOMELINK, the Health Plan or Delegate for any payment under this Agreement if: (i) Participating Provider's failure to obtain or verify HOMELINK authorization of the Equipment and Services (including, without limitation, failure to obtain prior authorization of HOMELINK) results in the Equipment and Service provided being a Non-Covered Item; (ii) for any Equipment and Service provided, Participating Provider failed to notify HOMELINK and/or obtain HOMELINK's authorization as required under the terms of this Agreement and/or the applicable Administrative Program (including, without limitation, Unauthorized Items contemplated under Section 3.4 above); or (iii) Participating Provider failed to comply with the recommendation for Equipment and Services and secondary recommendation for Equipment and Services requirements for patients outlined in the applicable Administrative Program.

(b) In any circumstance set forth in Section 3.7(a), Participating Provider will be solely responsible for the costs of such Non-Covered Item or Unauthorized Item and will not bill HOMELINK, the Health Plan, Delegate, or the patient; provided, however, that if all of the following requirements are satisfied, Participating Provider may bill the patient: (i) Participating Provider requested authorization from HOMELINK, but HOMELINK denied such authorization; (ii) the patient requested that Provider provide the Non-Covered Item or Unauthorized Item; (iii) Participating Provider notified the patient immediately prior to providing the requested Equipment and Service that the specific Equipment and Service is either a Non-Covered Item or an Unauthorized Item and the reason such equipment and service is considered to be a Non-Covered Item or an Unauthorized Item; and (iv) subsequent to such notice, Participating Provider obtained written acknowledgment from the patient that such specifically identified Equipment and Service is either a Non-Covered Item or an Unauthorized Item,

as applicable, that it will not be paid for under this Agreement, and that the patient will be liable for payment of such Non-Covered Item or Unauthorized Item.

3.8 Other Payment Sources. Participating Provider will accept the rates established hereunder as full payment under this Agreement in any coordination of benefits circumstance in which Health Plan or Delegate is secondary, except for Medicare-eligible services. If another party is primary but the billed charges are not paid in full, the Health Plan's or Delegate's liability will be limited to the rate established hereunder, less the payment made by the primary payor(s), not to exceed the patient liability or the patient plan limits.

3.9 Rent to Purchase. Participating Provider will rent to purchase all listed rental items in monthly rental increments until the listed purchase price is met. If no purchase is listed, then Participating Provider will be informed on the dealer confirmation fax of the rent-to-purchase price at the time of referral.

4. INSURANCE AND INDEMNIFICATION

4.1 Indemnification by Participating Provider. Participating Provider shall indemnify, defend and hold harmless HOMELINK, its related companies and affiliates, and their respective permitted assigns, officers, directors, employees and agents (each an "Indemnified Party"), from and against any and all liabilities, damages, awards, obligations, fines, fees, penalties, costs, expenses and losses, or threat thereof, of whatever kind or nature, including, without limitation, reasonable attorneys' fees, expenses and court costs, which may be sustained or suffered by, or recovered or made against, an Indemnified Party, Participating Provider, a patient, the Health Plan, Delegate, or any third party, and which is caused by, attributable to or has arisen in connection with performance, non-performance or delayed performance of the services contemplated by this Agreement by Participating Provider or any of its directors, officers, employees, independent contractors or agents, or any act or omission of Participating Provider or any of its directors, officers, employees, independent contractors or agents that is attributable to or has arisen in connection with the services contemplated by this Agreement. This provision shall survive the expiration or termination of this Agreement.

4.2 Patient Hold Harmless. HOMELINK and Participating Provider may not, under any circumstance, including: (i) nonpayment of moneys due the Provider by Health Plan or Delegate, (ii) insolvency of Health Plan or Delegate or (iii) breach of this Agreement, bill, charge, collect a deposit, seek compensation, remuneration, or reimbursement from, or have any recourse against a patient, dependent of a patient, or any persons acting on their behalf, for Equipment and Services provided in accordance with this Agreement. This provision shall not prohibit collection of Deductibles, Copayments, Coinsurance, and amounts for Non-Covered Items.

4.3 Insurance. For the entire period that this Agreement is in force, Participating Provider will maintain, at its sole expense, general liability, professional liability and product liability insurance coverage in the amount of at least $1,000,000 per claim and $3,000,000 the annual aggregate, as may be necessary to protect Provider and its directors, officers, and employees, against any and all claims related to the discharge of its responsibilities and obligations under this Agreement. If the insurance maintained is on a "claims made" as opposed to an "occurrence" basis, Participating Provider will ensure that (as applicable), it and its directors, officers, and employees, will obtain and maintain an extended reporting endorsement or purchase "prior acts" coverage in the amounts required above if the insurance lapses or is discontinued for any reason. Upon request by HOMELINK, Participating Provider will provide evidence of such insurance coverage. Participating Provider will notify HOMELINK within ten (10) business days of any of the following

events related to such insurance coverage: (i) material changes in coverage or (ii) denials of, restrictions on, termination or cancellation of, or other material changes in such insurance coverage.

5. TERM AND TERMINATION

5.1 Term. Unless earlier terminated pursuant to Section 5.2 of this Agreement, this Agreement will commence on the Effective Date and will continue thereafter for an initial term of one (1) year ("Initial Term"), and will automatically renew thereafter for successive terms of one (1) calendar year each (each a "Renewal Term").

5.2 Termination. Subject to the continuing obligation of the parties specifically set forth in other sections of this Agreement, this Agreement is subject to termination upon the occurrence of any one of the following events:

(a) by mutual written agreement of HOMELINK and Participating Provider;

(b) by either HOMELINK or Participating Provider, upon at least ninety (90) days' written notice to the other party;

(c) by the non-breaching party upon the other party's failure to satisfy any material term, covenant or condition of this Agreement not otherwise addressed in this Section 5.2 and failure to cure such breach within ten (10) days after receipt by the breaching party of written notice specifying the details of the breach; in that event, and upon the breaching party's failure to cure such breach to the reasonable satisfaction of the non-breaching party, the non-breaching party may terminate this Agreement; or

(d) by HOMELINK, immediately, in its sole discretion and upon Participating Provider's receipt of HOMELINK's written notice, following the occurrence of one or more of the following events: (i) if Participating Provider has any license, registration, certification, accreditation or authorization terminated, restricted, suspended, revoked or otherwise adversely limited as provided in Section 7.1 or otherwise; (ii) Participating Provider's failure to maintain insurance and/or provide to HOMELINK satisfactory evidence of insurance, as required in Section 4.3 above; (iii) any material impairment of Provider's ability to carry out its obligations under this Agreement; (iv) if HOMELINK or the Health Plan or Delegate reasonably determines that continued treatment by Participating Provider will result in immediate jeopardy to the health, safety or welfare of one or more patients; (v) a determination by HOMELINK, the Health Plan or Delegate that Participating Provider has failed to satisfy applicable credentialing standards set out in the Credentialing Plan; (vi) if Participating Provider files a voluntary petition in bankruptcy, admits in writing its inability to pay its debts, makes a general assignment for the benefit of creditors, is adjudicated bankrupt or insolvent, or has an involuntary petition in bankruptcy or similar proceeding commenced against it, which continues undismissed and in effect for a period of thirty (30) days or more; (vii) if Participating Provider ceases or suspends providing Equipment and Services subject to this Agreement; or (viii) if HOMELINK or the Health Plan or Delegate reasonably believes that Provider is or has been engaged in fraud and abuse with regard to the provision of services under this Agreement. This reasonable belief may be, but is not required to be, based upon the finding of a state or federal government agency, a state fraud control unit, the Health Plan or Delegate's fraud investigation unit, a court of law, or other legal entity that the Participating Provider is or has been engaged in fraud or abuse, with regard to services provided under this Agreement or similar services. In such circumstances, Participating Provider shall not furnish Equipment and

Services to any patient. Notwithstanding anything in this Agreement to the contrary (including, without limitation, Section 3.6 above), upon the occurrence of any of the events specified in this paragraph (d) Provider shall not be entitled to any payment under this Agreement for any Equipment and Services furnished by the Participating Provider.

(e) Retroactive Disenrollment. The eligibility status of Patients is subject to retroactive disenrollment, and neither the Health Plan, Delegate nor HOMELINK will be responsible for payment to Participating Provider for, and may recoup payments for, items or services provided to such individuals even if such items and services were authorized by Health Plan. Parties will review such recoupments on an annual basis to evaluate business processes.

(f) Suspension or Termination of Provider. In accordance with applicable laws, Program Requirements and accreditation body standards, HOMELINK and the Health Plan or Delegate retains the right to approve, suspend, or terminate the participation of any Participating Provider in the "Health Plan".

5.3 The Health Plan or Delegate and HOMELINK have the right to review any written communication proposed to be delivered by the other party to patients or other participating providers regarding termination or suspension prior to distribution of such communication.

6. DISPUTE RESOLUTION

6.1 Informal Negotiation. In the event of any dispute or controversy between the parties hereto arising under, out of, in connection with, or in relation to this Agreement or the parties' relationship (each a "Dispute"), the complaining party will provide written notice of the Dispute to the other party. Notice will include reference to this Section 6.1. Within fifteen (15) business days after the noncomplaining party receives written notice of the Dispute, the parties will, through a member of the senior management authorized to act on behalf of each party, meet and make good faith efforts to settle the Dispute through negotiation.

6.2 Mediation. If the Dispute is not resolved to the satisfaction of either party through informal negotiation either party may request nonbinding mediation by written notice given to the other party no sooner than twenty (20) days but no later than thirty (30) days after the notice of Dispute referenced in Section 6.1 has been provided to the noncomplaining party. The mediation will be before a neutral third party mediator acceptable to both parties. If the parties are unable to agree upon a mediator, each party will select one mediator whose sole purpose will be to appoint a third mediator who will act as the mediator. The mediation will occur within sixty (60) days of the notice of mediation unless a later date is mutually agreed to in writing by the parties. Each party will pay its own costs and expenses with respect to mediation, except the cost of the third-party mediator will be borne equally by the parties. If neither party requests mediation or mediation does not occur within sixty (60) days of the notice of mediation or the agreed upon date if later, the Dispute will automatically be submitted to binding arbitration as described in Section 6.3.

6.3 Submission to Arbitration. The Dispute will be submitted to binding arbitration if the Dispute is not resolved to the satisfaction of either party through the informal negotiation process outlined in Section 6.1 above, and (i) mediation is requested and held and the mediator certifies there is an impasse, (ii) neither party requests mediation or (iii) mediation is requested but does not occur within the required time period. There will be one arbitrator (the "Arbitrator") who will act under the authority of the Federal Arbitration Act, 9 U.S.C. § 2, and in accordance with the commercial rules of the American Arbitration Association or other nationally recognized alternative dispute resolution association acceptable to both parties. Any disagreement

between the parties as to whether a dispute is subject to the dispute resolution provisions of this Section 6 will be resolved by the Arbitrator.

6.4 Selection of Arbitrator. If the parties fail to select a mutually acceptable arbitrator within ten (10) days after submission of the Dispute to arbitration, each party will select an arbitrator whose sole purpose will be to appoint a third arbitrator who will act as the Arbitrator. The Arbitrator will not be an employee or contractor of either party or an affiliate of either party.

6.5 Arbitration Procedure. The arbitration will take place in Chicago, Illinois, or such other place as may be mutually agreeable to the parties. This Agreement and the commercial rules of the American Arbitration Association or other rules as mutually agreed to by the parties will guide the arbitration, and the Arbitrator will not be free to vary or ignore the express terms of this Agreement. If the express terms of this Agreement conflict with the rules of the American Arbitration Association or other rules as mutually agreed to by the parties, the terms of this Agreement will control. The Arbitrator will issue its award no later than thirty (30) days from the date of the hearing. The arbitration award will be kept confidential. The award of the Arbitrator will be final and binding upon the parties and will be a complete bar to any claims or demands of either party against the other except that either party may seek judicial enforcement of the award in accordance with applicable law.

6.6 Arbitration Expenses. Each party will pay its own costs and expenses with respect to arbitration, except the cost of the Arbitrator will be borne equally by the parties. Notwithstanding the foregoing, a party seeking judicial enforcement of any award hereunder will be entitled to its reasonable attorneys' fees and costs incurred in connection therewith. The Arbitrator may not under any circumstances assess punitive or exemplary damages.

6.7 Effect on Termination. Nothing in this Section 6 will limit the ability of either party to terminate this Agreement in accordance with the terms and conditions set forth in Section 5 above.

6.8 Survival. The provisions set forth in this Section 6 will survive any termination or expiration of this Agreement.

7. MISCELLANEOUS PROVISIONS

7.1 Exclusion.

(a) Participating Provider hereby represents and warrants that Participating Provider and any personnel providing Equipment and Services under this Agreement is not and at no time has been excluded from participation in any federal or state health care program, including Medicare and Medicaid. Participating Provider shall immediately notify HOMELINK of any threatened, proposed, or actual exclusion from any federal or state health care program, including Medicare and Medicaid. If Participating Provider or any personnel providing Equipment and Services under this Agreement is excluded from participation in any federal or state health care program during the term of this Agreement, or if at any time after the effective date of this Agreement it is determined that Participating Provider is in breach of this Section, this Agreement shall, as of the effective date of such exclusion or breach, automatically terminate.

(b) HOMELINK hereby represents and warrants that neither HOMELINK nor any HOMELINK personnel are and at no time have been excluded from participation

in any federal or state funded health care program, including Medicare and Medicaid. HOMELINK shall immediately notify "Health Plan or Delegate" of any threatened, proposed, or actual exclusion from any federal or state funded health care program, including Medicare and Medicaid. If HOMELINK or any HOMELINK personnel are excluded from participation in any federal or state funded health care program during the term of this Agreement, or if at any time after the effective date of this Agreement it is determined that HOMELINK is in breach of this Section, this Agreement shall, as of the effective date of such exclusion or breach, automatically terminate.

(c) Compliance Program / Reporting. OIG publishes compliance program guidance for health care firms available at http://oig.hhs.gov/fraud/complianceguidance.asp HOMELINK shall, and shall require its employees and its subcontractors and their employees to, comply with the Health Plan or Delegate compliance program requirements and compliance training requirements, and to report to Health Plan any suspected fraud, waste, or abuse or criminal acts by Participating Provider, "Delegate" or HOMELINK, their respective employees or patients. Also, if DHHS publishes compliance program requirements that providers must follow as a condition of participation in Federal health care programs, HOMELINK shall, and shall require its participating providers to, comply with such requirements.

7.2 Compliance with Applicable Laws. Each party represents that, to the best of its knowledge and belief, it is in compliance with, and during the term of this Agreement will continue to be in compliance with, all applicable state and federal laws and regulations. Without limiting the generality of the foregoing, Participating Provider shall: (i) fully cooperate with HOMELINK in connection with HOMELINK's obligations regarding the administration of their government-sponsored Products, and (ii) comply with all applicable state and federal laws and regulations regarding government-sponsored Products, including, without limitation, the Anti-Kickback Act of 1986 (41 U.S.C. §§ 51-58) and the Anti-Kickback Procedures set forth in Federal Acquisition Regulation 52.203.7, which are hereby incorporated by reference into this Agreement. In particular, if there are Medicare Cost Patients, Medicare Advantage Patients and/or State Public Programs patients subject to this Agreement, Participating Provider shall comply with all applicable rules and requirements set forth in any addenda pertaining to same which are attached hereto and incorporated into this Agreement by reference. Each sub-contracted provider will maintain evidence of monthly OIG, Systems for Awards Management (SAM) and Kentucky Medicaid exclusion checks on new and existing employees. In the event that evidence is required, the Provider must present the evidence to HOMELINK within 48 hours or 2 business days.

7.3 Notices. Any notice required to be given pursuant to this Agreement shall be in writing and sent certified or registered mail to the other party at the address listed below and shall be deemed delivered upon the earliest of actual receipt or three (3) business days after mailing:

Send to HOMELINK at:	**Send to Participating Provider at:**
HOMELINK	Company_____
Attn: Craig Douglas	Attn: _____
P.O. Box 1860	_____
Waterloo, IA 50704	_____

With copy to General Counsel

7.4 Confidentiality.

(a) Patient Information. All information that identifies a patient or from which a patient can be identified that is derived from or obtained during the course of the performance of obligations under this Agreement, will be treated by the parties as confidential so as to comply with all applicable state and federal laws and regulations, including without limitation the Health Insurance Portability and Accountability Act ("HIPAA"), The Omnibus Rule of 2013 and the regulations promulgated thereunder, including the Security and Privacy requirements set forth in 45 CFR Parts 160 and 164 and the Administrative Simplification requirements set forth in 45 CFR Part 162 (collectively, "Confidential Patient Information"). Confidential Patient Information will not be used, released, disclosed, or published to any party other than as required or permitted under applicable state and federal laws and regulations. Participating Provider shall implement appropriate safeguards to ensure confidentiality in the use and dissemination of all patient information so as to comply with generally recognized ethical standards and all applicable state and federal laws, rules, and regulations regarding the confidentiality of patient records.

(b) Other Confidential Information. Neither party will disclose to any third party outside of their family of care: (i) the terms of this Agreement (including, without limitation, the reimbursement rates, fee schedules, and reimbursement methodologies set forth herein and in any addenda attached hereto); or (ii) the other party's nonpublic, confidential information (including, without limitation, the other party's trade secrets and intellectual property).

(c) Exceptions. Notwithstanding the foregoing, the disclosure prohibitions described in Subsection 7.4(b) will not apply to disclosures: (i) permitted in Subsection 7.4(d) below; (ii) required by applicable state or federal law including, without limitation, disclosures by Participating Provider to patients and/or regulatory agencies regarding terms of the Agreement including, without limitation, reimbursement terms set forth herein; (iii) required pursuant to a court or other governmental body order; (iv) required to perform the obligations set forth in this Agreement.

(d) Certain Permitted Disclosures. Nothing in this Section 7.4 is intended to prohibit Participating Provider from informing a patient about care and treatment options, whether or not covered by a Product, or the reimbursement methodologies used by HOMELINK to pay Participating Provider hereunder; provided, however, that such disclosure is neither false nor misleading and does not disclose specific reimbursement rates paid by HOMELINK to Participating Provider.

(e) Court and Governmental Orders; Return of Confidential Information. If a court or other governmental body orders disclosure of patient information or the other party's nonpublic, confidential information, the party subject to the order will immediately notify such other party.

(f) Disposition of Confidential Information. Upon termination of this Agreement for any reason, each party will immediately return to the other party or destroy all records or tangible documents still in the party's possession that contain, embody or disclose, in whole or in part, Confidential Patient Information or the other party's nonpublic, confidential information. If return or destruction of confidential information is not feasible, each party will extend the protections of this Agreement to the protected information and refrain from further use or disclosure

of such information, except for those purposes that make return or destruction infeasible, for as long as the party maintains the information.

(g) Injunctive Relief. Each party will be entitled to seek injunctive relief to enforce the other party's compliance with the obligations set forth in this Section 7.4, it being understood and agreed that the parties will not have an adequate remedy at law if such obligations are not complied with fully.

(h) Survival. The provisions set forth in this Section 7.4 will survive any termination or expiration of this Agreement.

7.5 Discrimination. Participating Provider shall not discriminate in the provision of Equipment and Services under this Agreement on the basis of race, color, age, sex, religion, national origin, marital status, sexual orientation, place of residence, health status, source of payment, the execution or failure to execute an advance directive, or on any other basis forbidden by law. In addition, the validity of this Agreement and any of its terms and provisions is bound by non-discrimination in hiring practices outlined in regulations and relevant orders of the Secretary of Labor.

7.6 Assignment. The rights and obligations of each party hereunder may not be assigned without the prior written consent of the other party.

7.7 Passive Amendment. This Agreement may be amended unilaterally by HOMELINK upon giving ninety (90) days advance written notice to Participating Provider. Nothing in this Section 7.7 will limit HOMELINK's ability to amend this Agreement, any addenda, appendices, attachments or exhibits attached hereto, pursuant to amendment rights otherwise set forth in such aforementioned documents.

7.8 Regulatory Amendment. This Agreement may be amended unilaterally by HOMELINK as required due to changes in applicable state or federal law, regulations, rules and/or agency guidance, due to changes in accreditation standards and/or guidance, or upon demand by a state or federal agency or accrediting body. Any such amendment will be effective as of the date so required or demanded.

7.9 Independent Contractors. None of the provisions of this Agreement are intended to create nor shall be deemed or construed to create any relationship between the parties other than that of independent entities contracting with each other hereunder solely for the purpose of effecting the provisions of this Agreement. None of the parties, nor any of their employees shall be construed to be the agent, employer or representative of the other. A failure of HOMELINK to perform under this Agreement shall not relieve Participating Provider of its obligations to patients.

7.10 This instrument contains the entire Agreement of the parties hereto and supersedes all prior oral or written agreements or understanding between them with respect to the matters provided for herein. Except as set forth in Section 7.7, this Agreement may not be amended, modified or assigned except by written agreement duly executed by each party to this Agreement.

IN WITNESS WHEREOF, the parties have executed this HOMELINK Participating Provider Agreement by their duly authorized representatives.

Please indicate which WellCare of KY products you would like to participate in:

Medicare: ____ **Yes** ____ **No** _____ **Medicare ID**
Medicaid: ____ **Yes** ____ **No** _____ **Medicaid ID**

If you answered Yes to Medicaid participation, please indicate which of the following Medicaid products you intend to participate in:

____ **KHK-Foster Kids**
____ **KAB-Aged, Blind or Disabled**
____ **KMD-TANF-Temporary Aide for Needy Families**

HOMELINK:

By:
Dave Kazynski
President
HOMELINK

Signature: _____

Print: _____

Title: _____

Date: _____

Signature: _____

Print: _____

Title: _____

Date: _____

Address:

_____

_____

State License # _____

Provider # _____

Are you currently accredited? YES NO If YES, by whom: _____
Expiration date of accreditation: _____

Signing this agreement will confirm acceptance of this fee schedule for <u>all</u> of your branch locations <u>unless</u> you exclude them by listing excluded store(s) below.

_____

ATTACHMENT 1
SERVICE LEVEL AGREEMENTS
Product/Service SLAs

1. **Service/Product Authorization/Order Fulfillment Confirmation**
   a. Participating Provider agrees to only bill for requests for products and services that are authorized by HOMELINK.
   b. Participating Provider agrees to retain all order fulfillment confirmations, i.e., documented confirmation that a delivery was made or a service was provided, such as delivery ticket, written confirmation of a phone call, etc.
   c. Participating Provider shall include the date the order was submitted by them, description of item(s) and or service requested, quantity (if applicable), and information on "blanket" orders. "Blanket" orders are defined as facility discharge Ancillary Services that have not been specified but are required.

2. **Non-Custom (Standard) DME Delivery Requirement**
   a. Participating Provider agrees that non-custom DME items will be delivered to patient within five (5) business days or within the time frame established by federal or state laws and regulations, whichever is less, from the date authorized unless extenuating circumstances apply. Exceptions to this SLA include, but are not limited to, patient compliance, availability, acts of God, request scheduled for future date, etc.

   b. HOMELINK will review 100% of the non-custom DME items delivered to a patient during each quarterly period to ensure compliance with the requirement that the delivery was made within five (5) business days or within the time frame established by federal or state laws and regulations, whichever is less, from the date authorized unless extenuating circumstances would apply. Participating Provider agrees that 95% of the non-custom DME items will be delivered to the patient within five (5) business days or within the time frame established by federal or state laws and regulations, whichever is less, from the date authorized. If the Health Plan or its Delegate assesses a penalty against HOMELINK because 5% or more of the items for non-custom DME were found to have been delivered greater than five (5) business days or within the time frame established by federal or state laws and regulations, whichever is less, from the date authorized, then a penalty of up to **$3,125** per quarter as determined by HOMELINK will be assessed against Participating Provider consistent with the penalty imposed on HOMELINK by the Health Plan or Delegate.

3. **Receipt of Invoice/Billing**
   a. HOMELINK agrees that 95% of the bills, subject to the review of 100% of the bills for the period being reviewed, will have been sent for payment within sixty (60) calendar days from the date of service or within the time frame established by federal or state law or regulation, whichever is less. In order for a penalty to be assessed, 5% or more of the bills will be found not to have been sent within sixty (60) calendar days from the date of service or within the time frame established by federal or state law or regulation, whichever is less. If the Health Plan or its delegate assesses a penalty against HOMELINK based on the audit associated with Participating Provider's failure to bill in a timely fashion, then a penalty will be assessed against Participating Provider consistent with the penalty imposed on HOMELINK by the

Health Plan. For failure to meet this standard, Participating Provider is subject to penalty of up to **$2,500** per quarter as determined by HOMELINK.

b. **Accuracy of Contract Charge Calculation**

i. HOMELINK will ensure that invoices are accurate according to the pricing and coding that was authorized by the Health Plan or its Delegate via the referral.

ii. If Health Plan assesses a penalty against HOMELINK which was caused by the "Participating Provider's" failure to provide accurate invoices, then the Participating Provider will be assessed a penalty proportionate to the Participating Provider's contribution to the failed audit results. Penalties can be up to $12,500 per quarter or as determined by HOMELINK for failure to meet this standard.

Participating Provider will provide documentation to support the penalty assessed. If HOMELINK has documentation that indicates that the penalties were assessed in error, HOMELINK will notify Participating Provider in writing within thirty (30) calendar days from the assessed penalty; HOMELINK will also provide supporting documentation in regard to the alleged error. Participating Provider will review the written notification from HOMELINK along with the supporting documentation and conference with the HOMELINK if necessary. Participating Provider will respond to HOMELINK's notification about the alleged error in regard to the assessed penalty within fifteen (15) calendar days from the date of receipt of the written notification from HOMELINK. HOMELINK reserves the right to waive any and all financial penalties based on audit outcome and discussion with the "Participating Provider" regarding outcome and corrective action required to come into compliance with SLA requirements.

4. **Security**

a. Participating Provider will limit access to the building, data center, labs, and supporting environments. Security by use of a cardkey access system or some other controlled access system, e.g., key fobs. Access to these locations is further limited based upon individual employee function, day of week, and hours of day. Local devices have limited access secured by password and physical access control. Remote access to local devices is secured by password, domain authentication (or comparable technology), Virtual Private Network (VPN) User ID.

~~b.~~ Participating Provider will secure all applications by the use of a user ID with password and domain authentication (or comparable technology). If required, Participating Provider will also utilize remote authentication.

c. Participating Provider will document and implement a process to ensure access rights reflect changes in a user's access status within twenty-four (24) hours of notification of the change. The process must immediately disable physical access tokens and dial-in capabilities upon a change in status.

d. Participating Provider will use encryption to secure transactions and information. Participating Provider, Participating Provider's employees, Participating Provider's suppliers and Participating Provider's independent contractors when communicating via email must adhere to the confidentiality requirements in regard to PHI (Protected Health Information) and NPPI (Non-Public Personal Information) pursuant to the federal and state laws and regulations. Any attachments sent by email containing PHI and NPPI should at a minimum be encrypted in a password protected zip file.

e. Participating Provider will use firewall technology. Participating Provider will use VPN technology as needed. SSL (Security Sockets Layer) and VPN tunneling will be used to encrypt and secure sensitive data as needed. To protect against viruses, virus protection software will be used with file systems and mail.

f. Participating Provider will *ensure that all technology platforms that store* or Health Plan information use audit trails to provide accountability of security-related events. The minimum set of actions that must be logged and audited include:

i. Financial transactions;
ii. Actions performed by information security administrators, systems operators, systems managers, system engineers and system administrators;
iii. Activities performed using highly privileged system and security functions;
iv. Emergency actions performed by support staff;
v. The date and time of the last successful login;
vi. The number of unsuccessful login attempts since the last successful login.

g. Participating Provider will immediately notify HOMELINK of any security-related violation that poses a threat to the integrity of Contracted Provider's or Health Plan's information. Participating Provider will notify HOMELINK in the event of an attack that penetrates the security of the applications or web-infrastructure within 30 minutes of finding or being made aware of the attack.

h. Participating Provider will implement and conduct regular employee training with respect to security matters.

5. Data Base Security:

a. Participating Provider will provide HOMELINK appropriate data base security for all HOMELINK and Health Plan related records, tables and data elements.

b. Participating Provider will ensure external connections to the World Wide Web have appropriate security controls including industry standard but in all events not less than reasonable countermeasures that will detect and terminate any unauthorized activity prior to accessing applications maintained by Participating Provider.

c. Participating Provider will implement and maintain industry standard but in all events not less than reasonable firewalls separating all data entering Participating Provider 's internal data network from any external source to enforce secure connections between internal and external systems and to permit only specific types of data to pass through. The SQL ID shall be embedded in compiled code or maintained behind the firewall.

d. Participating Provider will ensure that industry standard, but in all events not less than reasonable strong encryption techniques will be used when data is transmitted by HOMELINK.

e. Participating Provider will implement and maintain industry standard but in all events not less than reasonable physical security measures to protect and secure computing and network equipment and any physical manifestations of data. Only authorized Network Provider employees and agents will have physical access to such information.

f. Participating Provider will implement and conduct regular testing of the systems and procedures.

g. Participating Provider *shall implement and maintain a security incident plan and at HOMELINK*'s request provide copies of its plan to detect and respond to all unauthorized actual, attempted or suspected breaches of or intrusions into Participating Provider's computer systems or networks and to notify HOMELINK of same immediately. HOMELINK shall cooperate with HOMELINK and continuously keep Contracted Provider informed of the status of any security incident and Participating Provider shall cooperate as HOMELINK believes reasonably necessary to notify persons impacted by any such security incident.

h. Participating Provider shall promptly notify HOMELINK whenever a facility, hardware or software change is made which may negatively affect the security of HOMELINK or Health Plan data and confidential information.

i. Participating Provider shall ensure that SQL administration rights and authorities are limited to select Network Provider DBAs (Data Base Administrators).

6. Data Recovery\Backup

a. Participating Provider will perform all system, application, and database backups. Backups will be scheduled in a production mode by an automated scheduling system and will be monitored by the data center operations staff. Backups will be performed nightly either in an incremental/differential or full capacity, based on the individual application requirements. Databases will be backed up on a “live” basis if required. A complete (full) backup is required on each weekend.

b. Participating Provider will maintain and follow a disaster recovery plan designed to maintain or rapidly restore access and use of Network Provider's system and to prevent the destruction of data. Participating Provider will retain copies of backup offsite for disaster recovery purposes. Participating Provider must ensure that offsite storage location is a locked-down environment limited to password and badge access. All transmission of backup data, whether electronic or physical, should be encrypted.

c. Participating Provider will follow the following cycle rotation procedure for production:
   i. Daily and weekly backups will be stored for a minimum of 30 calendar days.
   ii. Individual application rotations may vary based on individual Application requirements and may be stored indefinitely.