

ACU-CARE Payor Summary & Election to Participate with CLARISPOINTE

This Payor Summary is furnished to the Provider pursuant to the Acu-Care Health Care Provider Agreement (the "Agreement"). This Payor Summary, when signed by the Provider, is incorporated into the Agreement in full.

PPO Name: ClarisPointe
Product: Workers' Compensation
Effective Date: March 1, 2005

CONTRACT RATE and SUMMARY

Reimbursement rates: For acupuncturist services

Workers' Compensation

85% of the official California Workers' Compensation Medical Fee Schedule

- A. For services reimbursable under this Agreement, Provider shall accept assignment of benefits for payment by the Payor, and shall submit a bill to the claims office designated by the Payor. Provider may bill the Participating Patient only for charges or services verified by the Payor as not covered by the Plan, or after the Plan's payment only for any balance due as shown on Payor's Explanation of Benefits for any deductibles or co-payments. Any Participating Patient responsibility for these billings shall be calculated based on rates as agreed upon in this Agreement
- B. If the services are eligible for payment by another coverage preceding Payor's liability, then this other payment should be claimed; and if there is a balance as interpreted according to the provisions of this Agreement, then this balance shall be billed to the Payor. When the Payor's Plan is other than primary, the Payor's payment shall be up to the amount which when added to amounts received by Provider from other sources equals the lesser of the applicable rates according to this Agreement, or the contract or established rate applicable to the primary payor.
- C. Provider shall bill the claims office of each Payor in his/her usual billing format, provided that this includes sufficient information to evaluate the services, charges, and the medical condition for which services are provided, and shall comply with all state and federal laws and regulations pertaining to the submission of Provider's bills. Provider agrees not to charge for furnishing a billing form. When possible, provider shall send or cause to send invoices and CMS (HCFA) 1500's to payor.
- D. Provider shall submit billings at his/her usual and customary rates for services rendered, with the understanding that each Payor shall administer payment according to the reimbursement terms in Schedule A—Exhibit B of this Agreement, and Provider shall accept this payment as payment in full for covered services rendered to Participating Patients. Provider will send invoice and provider fee billed at U&C rate on CMS (HCFA) 1500.
- E. Provider shall assure that submitted charges and standard nomenclature used for services rendered shall not exceed charges and nomenclatures customarily used by Providers for similar services rendered to other patients.
- F. Provider shall submit bills within sixty (60) days following the date of service. Unless pended for further information, each Payor shall pay the amount due within forty-five (45) working days of receiving accurate, complete billing.
- G. The claims payment time frame in paragraph F above is dependent upon Provider furnishing ClarisPointe Provider's current tax identification numbers used for billing purposes.
- H. In the event a Payor provides reimbursement for services and Provider subsequently receives payments for these services from other sources which in the provisions of this Agreement may result in an overpayment credit, Provider shall so notify the Payor and reimburse to the Payor overpayment amounts within thirty (30) days.
- I. Claims or claims appeals filed later than one (1) year from date of service by the Provider shall not be valid and not payable by either the Payor or the Participating Patient.
- J. If this Agreement is terminated, Provider agrees to continue to provide services to existing Participating Patients at rates agreed upon in this Agreement until the treatment plan is completed or care is transferred to another Participating Provider.
- K. Nothing in this agreement shall be construed to require a Payor to reimburse a greater amount or to cover more

services than if this Agreement were not in effect.

- L. Provider shall notify the appropriate Payor to resolve any payment problems, and shall not file liens or send claims to collection unless the payment problem is not resolved in a reasonable period after such notification to ClarisPointe.
- M. In the event that services rendered to a Participating Patient are at one time determined not to be within the eligibility or coverage responsibility of the Payor, but are subsequently judged to be covered by a Payor, the timeliness of payment provision in Section VI.F shall apply from the time after it is determined that some or all of the services are covered by the Payor.

Termination:

Either party may terminate this Agreement with or without cause by ninety (90) days prior written notice.

In the event of termination under this Agreement, Provider agrees to notify Participating Patients prior to any further treatments or visits to Provider's office location, advising Participating Patients of such termination and available options. Services rendered to Participating Patients not properly informed of Provider's termination shall be subject to the Agreement rates then in force.

Termination of this Agreement shall not affect the rights, duties, and obligations of the parties arising out of transactions occurring prior to the effective date of termination.

I hereby agree to provide health care services and benefits to Beneficiaries of the above named Payor in accordance with the terms and conditions of the Agreement and this Payor Summary.

Name

Signature

Date