

COMMUNITY CARE NETWORK TERMS AND CONDITIONS

PARTIES

These Community Care Network Terms and Conditions (“T & C”) are hereby incorporated by this reference into the TriWest Amendment to the Simplified Benefits Administrators Professional Services Agreement (“Agreement”) by and between Serenity Hill Health Care PLLC (“Provider”) and Simplified Benefits Administrators, (“Network Subcontractor”), as if fully set forth therein and is hereby effective as of the Effective Date of the Agreement. All defined terms used herein will have the same meanings set forth in the Agreement. Provider shall provide VA Beneficiaries (defined below) with the services described herein (“Services”).

PURPOSE: The purpose of these T & C is to include Provider in a network to provide health care services to Department of Veterans Affairs (VA) Beneficiaries under the Community Care Network (“CCN”) program and to establish the terms of participation in the CCN program.

All of the terms of the Agreement remain in full force and effect and will apply to Provider’s participation in the CCN program; provided that, in the event of a conflict between the terms of these T & C and the terms of the Agreement, the terms of these T & C shall govern.

In addition to the terms and conditions of the Agreement, the following terms and conditions are applicable to the CCN program.

1. **DEFINITIONS:** For purposes of these T & C, the following definitions shall apply:

CCN Covered Services – Services, items and supplies for which benefits are available to VA Beneficiaries in accordance with the rules, regulations, policies and instructions of Veterans Administration and the Veterans Health Administration.

Prior Authorization – A required process through which VA reviews and approves certain medical services to ensure the medical necessity and appropriateness of care prior to services being rendered within a specified timeframe from a non-VA provider or additional resources in the community. This type of process requires a Prior Authorization be obtained “prior to” the specified service.

Emergency Care –Medical care required within twenty-four hours or less that is essential to evaluate and stabilize conditions of an Emergency/Emergent Need that if not provided may result in unacceptable morbidity/pain if there is significant delay in evaluation or treatment.

Emergency/Emergent Need – Conditions of one’s health that may result in the loss of life, limb, vision, or result in unacceptable morbidity/pain when there is significant delay in evaluation or treatment.

TriWest Provider Handbook(Provider Handbook) – The set of comprehensive written guidelines, instructions, rules, policies and procedures for the CCN program, as established and published by TriWest for participating providers, and as may be amended from time to time by TriWest in accordance with the provisions of this Agreement.

Urgent Care – The medical services defined in 38 C.F.R. § 17.4600(b)(5) provided in an outpatient setting to treat acute or chronic illness or injury.

Veterans Health Administration (VA) – The division of the Department of Veterans Affairs that provides health care services and administers health care benefits for eligible Beneficiaries.

VA Beneficiary - Any person eligible to receive CCN Covered Services under the rules, regulations, policies and instructions of the VA.

2. Provider shall comply with all applicable laws, rules, regulations, and requirements, including all VA and TriWest rules, regulations, requirements, policies, and procedures, including the terms and conditions in the Provider Handbook, as amended from time to time, and shall treat VA Beneficiaries pursuant to the terms and conditions of both these T & C and the Agreement as applicable, and in accordance with the above referenced laws, rules, regulations, and requirements.
3. Provider shall provide and maintain policies of general and professional liability (malpractice) coverage in accordance with the terms and conditions set forth in the TriWest Provider Handbook.
4. Provider will use best efforts to complete training provided by VA or TriWest as specified in the Provider Handbook.
5. Provider understands and agrees that VA and TriWest have no obligation under the terms of this Agreement or the T & C to refer VA Beneficiaries to Provider for services.
6. Provider shall accept the terms of reimbursement and the Reimbursement Rates set forth in Exhibit 1 to these T & C as payment in full for the provision of CCN Covered Services to VA Beneficiaries. With the exception of covered Urgent and Emergent Care, Provider will be reimbursed only for services rendered to VA Beneficiaries that have a Prior Authorization by VA. In no event will Provider be paid for such services more than the amount payable by VA. All services must be Medically Necessary. Prior Authorization is not a guarantee of payment of a claim.
7. Provider will comply with the policies and procedures of the Provider Handbook for coverage and reimbursement for Urgent and Emergency Care, handling VA Beneficiary Other Health Insurance (OHI), VA Beneficiary co-pays and the influenza vaccine. Emergency Care Providers must notify VA, via secure email, secure fax or EDI, within seventy-two (72) hours of the Veteran self-presenting to their facility for care. If a Veteran has a Prior Authorization for care and during treatment it is determined the Veteran is

experiencing an emergency, the treating Provider must seek emergency treatment immediately and notify VA immediately.

8. Provider will cooperate with TriWest's efforts to detect and prevent any activity that may constitute a compliance concern including fraud, waste, or abuse, following standards set by federal and state law and regulation. Claims that constitute fraud, waste or abuse will be denied.
9. Provider shall not bill VA Beneficiaries for any CCN Covered Services, including but not limited to VA Beneficiaries not appearing (e.g. "no show") for their appointment and treatments that were set up but never started, or any other administrative or service fees. Provider may collect payment from VA Beneficiaries for non-CCN Covered Services or services that were not Medically Necessary when Provider has entered into a written agreement with the VA Beneficiary in advance that notifies the VA Beneficiary of the services to be billed and of their payment responsibilities for those services in accordance with federal law and the Agreement.
10. Provider shall submit claims for CCN Covered Services on behalf of VA Beneficiaries in accordance with the claims submission rules and procedures as outlined in the TriWest Provider Handbook. Provider shall use best efforts to submit claims within thirty (30) days after the provision of the CCN Covered Services. No payment shall be made for a Clean Claim that is (i) submitted more than one hundred and eighty (180) days after the provision of the CCN Covered Services; or (ii) for services provided to VA Beneficiaries without a Prior Authorization by VA; or (iii) for services for VA Beneficiaries for which required medical reports have not been timely received by VA. Referring Provider will comply with Provider Handbook policies and procedures for referrals to ancillary providers.
11. In the event Provider believes that TriWest incorrectly denied, paid, or processed all or part of a claim and desires to obtain a review of the determination, Provider shall, within ninety (90) days of initial determination, submit a written request for review to TriWest. The request must be in writing and includes the items of concern regarding TriWest's determination and all additional information (including medical information) supporting Provider's belief that the denial or other TriWest determination was incorrect. All other dispute provisions specified in the Agreement remain in full force and effect.
12. Medical documentation, which includes both outpatient and inpatient records, must be returned in accordance with the policies and procedures set forth in the TriWest Provider Handbook.
13. Provider shall provide a VA Beneficiary with a copy of his or her medical record at no charge, to include narrative summary and other documentation of care, within ten (10) business days of the request.
14. Provider shall provide copies of medical records to TriWest within ten (10) business days of TriWest's request, to permit TriWest to conduct peer review, quality assurance and utilization review. TriWest will not pay, and Provider agrees to waive, any costs associated with the aforementioned submission of medical documentation, including but not limited

to any copying or handling fees. TriWest will accept secure electronic medical records in a HIPAA compliant encrypted format.

15. Provider shall notify Network Subcontractor of any change in address, professional affiliation, tax identification number, licensure status, and/or staff privileges. Provider shall use best efforts to notify Network Subcontractor at least sixty (60) days prior to the date of the change, or at the earliest opportunity. If advance notification is not possible, Provider shall notify Network Subcontractor no later than fourteen (14) days after the effective date of the change.
16. Provider shall use best efforts to comply with the VA Beneficiary access standards specified in the Provider Handbook.
17. Provider shall not advertise the award of the Agreement or these T & C in its commercial advertising in such a manner as to state or imply that the Department of Veterans Affairs endorses a product, project or commercial line of endeavor.
18. **TERMINATION:** The T & C and Provider's participation in the CCN program may be terminated immediately upon Provider's failure to meet CCN program participation requirements. Either Party may terminate Provider's participation in the CCN program without cause upon ninety (90) calendar days' notice by any Party.
19. **SURVIVABILITY:** The obligations of Sections 2 and 8 of these T & C shall survive the termination of these T & C and the Agreement.

If any provision of these T & C is deemed illegal, unenforceable or in conflict with any law of a federal, state or local government having jurisdiction over these T & C, the validity of the remaining sections of these T & C and of the Agreement shall not be affected.

No Signature Required

**Exhibit 1 to the CCN Terms and Conditions
Reimbursement Rates**

PROVIDER NAME: Serenity Hill Health Care PLLC
TIN: 993291345

Provider acknowledges that this Exhibit 1 to the T & C sets forth the exclusive reimbursement it will receive for the provision of CCN Covered Services to VA Beneficiaries except for applicable Copayments.

Provider acknowledges that TriWest, as the third party administrator for CCN Program, is not the insurer, guarantor, or underwriter of the payment of Covered Service for VA Beneficiaries' benefits to the Provider. The services and payments made under this T & C shall be subject to all applicable federal laws and VA rules and regulations. In no event will Provider be paid more than the amount payable by VA. As federal law or regulation requires change in VA reimbursement or the methodology to compute any VA payments, this Exhibit is automatically updated to comply with said change. There will be no separate additional payment for services provided in any Health Professional Shortage Area (HPSA).

The terms of the T & C, specifically including this Exhibit, are applicable for all care that requires a Prior Authorization for VA Beneficiaries billed under the TIN(s) listed in Exhibit 2.

INFLUENZA VACCINE

For the administration of the influenza vaccine Provider agrees to accept Twenty Four dollars (\$\$24.00) as the Reimbursement Rate.

PROFESSIONAL SERVICES

Provider agrees to accept One Hundred Percent (100%) of the current applicable Medicare Payment Methodology, as updated from time to time, for the locale where the service is provided.

If a billed medical procedure or service is not payable under Medicare or is payable under Medicare but does not have established pricing at the national or local level, payment will be based upon the below hierarchy in order from first to last:

VA Fee Schedule 100%

Billed Charges (inclusive of any agreed discount)

Provider's agrees to accept Twenty Five Percent (25%) discount off Provider's billed charge.

ALL OTHER SERVICES

For all other services not otherwise specified, including but not limited to; professional and ancillary services, outpatient services and dialysis, Provider agrees to accept One Hundred Percent (100%) of the current applicable Medicare Payment Methodology, as updated from time to time, for the locale where the service is provided.

If a billed medical procedure or service is not payable under Medicare or is payable under Medicare but does not have established pricing at the national or local level, payment will be based upon the below hierarchy in order from first to last:

(1) VA Fee Schedule - 100%

(2) Billed Charges (inclusive of any agreed discount)

Provider agrees to accept a Twenty Five Percent (25%) discount off Provider's billed charge.

***Exhibit 2 to the CCN Terms and Conditions
Provider Listing***

Provider Name	Tax ID Number