

## HEALTH MART WELLNESS PROVIDER AGREEMENT

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 200\_\_ by and between **AMERICAN HEALTHCARE GROUP, INC.**, a Pennsylvania corporation (hereinafter referred to as "AHG") and \_\_\_\_\_ (hereinafter referred to as "Provider"),

### WITNESSETH

THAT WHEREAS, AHG is engaged in the business of utilizing health and wellness networks to provide health care and wellness services to those persons who wish to avail themselves of such services, such persons being hereinafter referred to as "Members", and

WHEREAS, AHG desires to procure the use of the facilities, equipment and services of Provider for the benefit of its Members; and

WHEREAS, AHG has made arrangements with physicians and health and wellness providers under contract with AHG (hereinafter referred to as "Health Providers") to provide discounts to AHG members; and

WHEREAS, Provider desires to make its facilities, equipment and services available for the benefit of AHG's Members through the AHG HealthMart Network at the rates hereinafter set forth; and

WHEREAS, AHG and Provider mutually desire to preserve and enhance member dignity;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants, promises and undertakings hereinafter set forth, and intending to be legally bound hereby, the parties hereto agree as follows:

1. PROVIDER SERVICES. Provider will make available for the use and benefit of AHG's Members the facilities, equipment and services used or provided by Provider in the provision of health care and wellness programs (hereinafter, "Services"). AHG and Provider may mutually agree in writing either to expand or limit Services made available hereunder.
2. COMPENSATION. Provider agrees to accept the fees outlined on Addendum A for AHG members.
3. NETWORK FEE. ENTITY shall pay to PSC, upon execution of this Agreement, an annual fee for membership in the HealthMart network. If payment has been received, and ENTITY must cancel; no refund will be issued.
4. PROVISION OF TREATMENT. Provider shall perform its services for AHG's Members in the same manner and in accordance with the same standards as offered to all other Provider Members.
5. COMPLAINTS. Any complaints received by AHG with respect to Provider's Services will be forwarded to the appropriate officials at Provider's office. The matters will be submitted for resolution in accordance with Provider's regular procedures.
6. INSPECTION OF RECORDS. Provider and AHG agree that all Members' medical records shall be treated as confidential so as to comply with all state and federal laws regarding the confidentiality of patient records.
7. PROVIDER'S INSURANCE AND INDEMNIFICATION. Provider, at its sole cost and expense, shall procure and maintain such policies of general and professional liability insurance and other insurance with coverage limits reasonably acceptable

to AHG, as such be necessary to insure it and its employees against any claim or claims for damages arising by reason of personal injuries or death occasioned directly or indirectly in connection with the provision of Services by Provider, the use of any property and facilities provided by Provider, and any other acts or omissions by Provider in connection with this Agreement. Memorandum copies of such policies shall be delivered to AHG upon request. Provider further agrees to indemnify and hold harmless AHG and its officers, directors and employees against any claims, liabilities, and expense of any nature whatsoever, arising out of or related Provider's provision of Services to AHG's Members, including without limitation claims based in whole or in part on the asserted negligence of AHG or its agents or employees.

8. ROSTER. Provider agrees that AHG may use Provider's name, address, telephone number, description of facilities and description of health care services in AHG's roster of participating providers.
9. TERM. This agreement shall become effective for one year from the date hereof, and thereafter shall continue in effect from year to year unless terminated on its anniversary date by either party by a written notice thereof mailed to the other party by certified or registered mail at least sixty (60) days prior to such date.
10. NOTICES. Any notice required to be given pursuant to the terms and provisions hereof shall be in writing and shall be sent certified or registered mail to the recipient party at its last known address.
11. ENFORCEABILITY. The invalidity or unenforceability of any terms or provisions hereof shall in no way affect the validity or enforceability of any other terms or provisions.
12. MODIFICATION. This agreement constitutes the entire understanding of the parties hereto and no changes, amendments or alterations shall be effective unless signed by both parties.
13. ASSIGNMENT. This Agreement may not be assigned or delegated by Provider without the prior written consent of AHG or any successor thereto.
14. RELATIONSHIP OF PARTIES. It is understood and agreed that each party to this agreement, together with its agents and employees, is at all times acting as an independent contractor, and that neither party has any express or implied authority to assume or create any obligation or responsibility on behalf of or in the name of the other party.
15. NON-CIRCUMVENTION. During the term of this Agreement, and for a period of two years thereafter, Provide covenants that it shall not, directly or indirectly, provide Services to persons who have been Members of AHG at any time during the preceding two years, except pursuant to this Agreement. Provider acknowledges that any breach of this covenant would result in irreparable harm to AHG which would not be redressable by any remedy at law, and that such a breach would entitle AHG to equitable relief including specific performance and an accounting.

IN WITNESS WHEREOF, the parties hereunto have executed this Agreement.

**AMERICAN HEALTHCARE GROUP, INC.**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
*PRINT NAME*

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

### **Addendum A**

Provider to choose discount to be listed in Provider Directory:

\_\_\_\_\_ 10% off all services available through Provider.

\_\_\_\_\_ 15% off all services available through Provider.

\_\_\_\_\_ 20% off all services available through Provider.

\_\_\_\_\_ 25% off all services available through Provider.

*Or*

List Services and the appropriate discounts. A fee schedule with applicable discounts may be attached and initialed to this Addendum A.