

Amplifon Hearing Health Care

Initial Credentialing Application

Who We Are: Guided by the belief that everyone has a right to hear the sounds of life, Amplifon Hearing Health Care enables people across the US to obtain high-quality, affordable and convenient hearing healthcare. Through the Amplifon program, individuals enjoy access to discounted hearing aids and related services, delivered by one of the country's largest networks of credentialed hearing healthcare professionals.

What is Credentialing and why do we need to complete the process?

The credentialing process evaluates the qualifications of licensed providers. Credentialing includes verification of business ownership, location demographic information, and professional credentials.

Amplifon Hearing Health Care is required by agreements with insurance companies and other organizations to credential all locations and providers prior to seeing members. The credentialing process ensures all providers and locations within Amplifon Hearing Health Care are in good standing and available to see members.

Failure to comply with credentialing requirements will result in denial of participation status with Amplifon Hearing Health Care.

What are next steps?

- Complete the enclosed Credentialing Application, including W9
- Complete the enclosed Amplifon Hearing Health Care Participation Agreement
 - All pages must be returned
- Submit a current copy of your Business or Provider specific Professional Liability coverage

How do I complete the Credentialing Application?

- Fill out the information requested within the application, in its entirety
- Business owner or owner equivalent signs and dates the application and the W-9 (last page of application)

How long does the credentialing process take?

The credentialing process takes 7-10 business days upon receipt of a fully completed credentialing application packet. Once the application is approved, please allow a minimum of 10 business days to receive your welcome packet, including access to www.myamplifonusa.com.

If an application packet is deficient, a Credentialing Specialist will contact you via email and/or phone within 3-5 business days from receipt of the application.

How do I submit the Credentialing Application?

- Applications submitted via DocuSign will be sent automatically to the credentialing department following your signatures on the application.
- All other applications may be submitted via:
 - Email – Credentialing@amplifon.com
 - Fax – 1.877.853.3010
 - USPS – Attn: Credentialing, 5000 Cheshire Parkway N, Plymouth, MN 55446

CLINIC INFORMATION			
Legal Business Name:			
Doing Business As Name:			
Owner(s) Full Name:			
Owner(s) Email:			
Owner(s) Full Name:			
Owner(s) Email:			
Credentialing Contact Name:			
Credentialing Contact Email:		Phone:	
Languages Spoken:			
Hearing Aid Manufacturers:	Phonak Widex	Resound Sonic Innovations	Rexton Siemens Starkey Unitron Oticon

Written explanation is required for "Yes" or "Not Applicable (N/A)" responses to questions 2-8

OWNER ATTESTATION & DISCLOSURE QUESTIONNAIRE	Must be completed in its entirety		
	YES	NO	N/A
1. Is your current business compliant with all current HIPAA/HITECH rules and regulations?			
2. Has your current business ever been subject to fine, reprimand, consent order, probation or any conditions or limitations by any state or professional licensing, registration or certification board?			
3. Has your current business ever been refused participation from, not renewed or terminated for cause, from participation, or been subject to disciplinary action, by any managed care or provider organizations (including HMOs, PPOs, IPAs or PHOs)?			
4. Has your current business ever been disciplined, excluded from, debarred, suspended, reprimanded, sanctioned, censured, disqualified or otherwise restricted from participation in federal or state government healthcare plans or programs including Medicare or Medicaid?			
5. Have you ever had any professional liability actions settled, arbitrated, mediated or litigated?			
6. Has your general or professional liability coverage ever been cancelled, restricted, declined or not renewed by a carrier based on your liability history?			
7. Has the business owner(s) ever been convicted of or pled guilty to a felony?			
8. Has your business license ever been voluntarily or involuntarily relinquished, denied, suspended, revoked or restricted?			

Must Be Signed by Owner or Equivalent

I certify that the information provided within the Amplifon Hearing Health Care (Amplifon) Credentialing packet is complete and accurate to the best of my knowledge. I acknowledge that my eligibility for continued participation as a business entity within the Amplifon network is contingent upon the approval of the information provided within this Re-Credentialing packet. I understand that my application may require Amplifon to review information related to me on file with third-party entities, including and not limited to, state licensing boards, malpractice carriers and Office of Inspector General (OIG) and Excluded Parties List System (EPLS) administered by the US Government. I consent and authorize the release of such information by any entity which requires authorization.

Signature: _____ Date: _____

Print Name: _____

LOCATION DEMOGRAPHICS					Check here if admin office only <input type="checkbox"/>	
Street Address:						
City:		State:				
Zip Code (9-digit):		County:				
Location Email:						
Location Phone:		Location Fax:				
Organizational NPI:						
Pediatrics Services:	BIRTH +	3+	5+	10+	18+	
PROVIDER INFORMATION *Please attach a separate page for additional providers at this location*						
Provider Full Name:						
Provider Email:				(AuD, HAD/HIS):		
Medicare #		Medicaid #		CAQH ID		
PROVIDER INFORMATION						
Provider Full Name:						
Provider Email:				(AuD, HAD/HIS):		
Medicare #		Medicaid #		CAQH ID		
LOCATION DEMOGRAPHICS						
Street Address:						
City:		State:				
Zip Code (9-digit):		County:				
Location Email:						
Location Phone:		Location Fax:				
Organizational NPI:						
Pediatrics Services:	BIRTH +	3+	5+	10+	18+	
PROVIDER INFORMATION *Please attach a separate page for additional providers at this location*						
Provider Full Name:						
Provider Email:				(AuD, HAD/HIS):		
Medicare #		Medicaid #		CAQH ID		
PROVIDER INFORMATION						
Provider Full Name:						
Provider Email:				(AuD, HAD/HIS):		
Medicare #		Medicaid #		CAQH ID		
FOR ADDITIONAL LOCATIONS, PLEASE ATTACH ROSTER						

SUBSTITUTE FORM W-9



REQUEST FOR TAXPAYER IDENTIFICATION NUMBER & CERTIFICATION

General Instructions:

Use this form only if you are a U.S. person (individual who is a U.S. Citizen or U.S. resident alien; a partnership, corporation, company, or association created or organized in the U.S. or under the laws of the U.S., an estate (other than a foreign estate; or a domestic trust) to provide your correct Taxpayer Identification Number and to certify that you are not subject to backup withholding. For additional information, see the instructions for Form W-9 at www.irs.gov.

Entity Name and Address

Full Legal Business Name (As shown on your income tax return):

D/B/A (s) if different from above:

Remit to Address (Full mailing address)

Tax Classification /Entity Type (Check one)

- | | |
|---|--|
| <input type="checkbox"/> Individual/Sole Proprietor | <input type="checkbox"/> Non – Profit Organization |
| <input type="checkbox"/> S-Corporation | <input type="checkbox"/> Limited Liability Company (Including C-Corp, S-Corp, Partnership) |
| <input type="checkbox"/> C-Corporation | <input type="checkbox"/> Other (Please Specify): |
| <input type="checkbox"/> Partnership | |

Taxpayer Identification Number (TIN)

Enter business TIN below and check either SSN or EIN.

The TIN provided must match legal business name in order to avoid backup withholding

- Social Security Number (SSN)
 Employer Identification Number (EIN)

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Signature

Date

Printed Name

Amplifon Hearing Health Care, Corp., 5000 Cheshire Parkway North, Plymouth, MN 55446
Phone: (800) 862-9381 Fax: (877) 853-3010

AMPLIFON NETWORK PARTICIPATION AGREEMENT

This Network Participation Agreement (“Agreement”) is entered into on _____, (“Effective Date”) by and between _____, (“Participant”) and **Amplifon Hearing Health Care, Corp.**, (“Amplifon”), referred to herein individually as “Party” and collectively as the “Parties”.

WHEREAS Amplifon contracts with various entities and persons, including, but not limited to, insurance carriers, self-insured employers, member health programs, unions, associations, and workers’ compensation programs (collectively referred to as “Payors”) to provide Payors’ employees, members, and clients access to the Amplifon hearing health care products and services discount program and network of hearing health care providers (“Program”); and

WHEREAS Amplifon maintains a network of hearing health care providers (“Network”) to provide audiology diagnostic services and hearing aid fitting, evaluation, and dispensing services (“Covered Services”); and

WHEREAS Participant employs or otherwise contracts with hearing health care professionals (“Providers”) to provide hearing health care services and products to patients and desires to join the Amplifon Network to provide Covered Services to Amplifon patients (“Members”).

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1.0 PARTICIPANT RESPONSIBILITIES

1.1 Program Participation. Participant agrees to provide Covered Services to Amplifon Members in accordance with the terms and provisions of this Agreement, the Amplifon Resource Manual, Program policies and procedures, and Network participation requirements (“Amplifon Materials”) incorporated into this Agreement by reference. Participant understands and acknowledges that it is providing Covered Services to Amplifon patients and shall obtain the appropriate authorization and documentation from Amplifon prior to providing Covered Services to Members. Participant acknowledges and agrees that it and its providers’ participation in the Amplifon Network and Program are dependent on being successfully credentialed by Amplifon and not solely on the execution of this Agreement.

1.2 Member Care. Participant shall provide Covered Services to Members in a culturally competent manner that is consistent with professionally recognized standards of care. Participant shall provide Covered Services without discrimination in the access to, treatment of, or quality of service rendered to Members on the basis of age, sex, marital status, sexual orientation, ethnicity, national origin, religion, health status, disability (mental or physical), or payment source. If Amplifon is prohibited by applicable state law and/or an agreement between Amplifon and a Payor, from paying Participant for Covered Services, all or in part, Participant shall nevertheless provide Covered Services to Member for the duration of the period for which premium payments have been made to the Payor by Member. The provision of this Section 1.2 shall survive the termination of this Agreement.

1.3 Refitting and Follow up Hearing Services. As further described in the Amplifon Materials, Participant shall provide each Member with re-fitting and other necessary follow-up services for a period of twelve (12) months following the initial fitting. These services shall be provided at no additional cost to the Member and shall be provided notwithstanding any termination of this Agreement. For additional services and items that are not specific to the hearing aid product (e.g., additional diagnostic testing and replacement earmolds), Participant agrees to apply Participant’s usual and customary charge with the required discounts specified by Amplifon. The provision of this Section 1.3 shall survive the termination of this Agreement.

1.4 Hearing Aid Returns. Participant shall permit any eligible Member to return any hearing aid product for any reason within sixty (60) days of the fitting date. Upon such return, Participant shall notify Amplifon in writing of the return and shall immediately return the hearing aid product to the appropriate manufacturer in accordance with the manufacturer's return policies. Amplifon shall provide the Member a full refund after receiving notice from the manufacturer that the hearing aid product has been returned. Participant shall refund to Amplifon all amounts received from Amplifon in connection with the returned hearing aid product. Participant shall pay Amplifon such refund within thirty (30) days of the Member's return of the hearing aid product. The provision of this Section 1.4 shall survive the termination of this Agreement.

1.5 Amplifon Credentialing Requirements. During the term of this Agreement, Participant shall comply with Amplifon's credentialing and re-credentialing programs and requirements. Participant shall maintain at all times, all licenses, certifications, and credentials specified under federal, state, and local law, including, without limitation, all laws and regulations governing reimbursement under the Medicare program.

1.6 Provider Participation. Participant shall make known to Amplifon all Providers that may provide Covered Services to Amplifon Members under this Agreement and will ensure all Providers are fully credentialed by Amplifon no later than sixty (60) days after the Provider is made known to Amplifon. Covered Services performed by Providers not fully credentialed within sixty (60) days of being made known to Amplifon may not be paid. Participant acknowledges and agrees that it shall be solely responsible for ensuring its Providers comply with Amplifon Program requirements, as documented in the Amplifon Materials and this Agreement, and Amplifon credentialing requirements, including but not limited to, continuing education credits to maintain state licensure to practice. Participant shall provide proof of continuing education credit and annual evidence of license and certification renewal of each participating Provider upon request by Amplifon.

1.7 Hearing Aid Dispensing/Audiology Obligations. Participant acknowledges and agrees that it shall be solely responsible for ensuring that all hearing aid products dispensed to Members by Participant or Participant's Providers are dispensed in accordance with applicable federal and state laws and regulations governing hearing aid dispensing and audiology, including, without limitation, laws and regulations requiring medical examinations and/or medical examination waivers prior to dispensing, use of appropriate equipment, hearing aid product purchase agreements and receipts, and notification of return rights.

1.8 Member Records. Participant shall maintain detailed and accurate records of all services performed for and all products sold or supplied to Members. Participant shall ensure the confidentiality of such records and shall release such information only in accordance with state and federal law, or as required to fulfill its obligations under this Agreement. Where applicable, Participant shall certify to their best knowledge, information, and belief, as to the accuracy, completeness, and truthfulness of encounter data pertaining to Covered Services provided to Members.

1.9 Access to Records. Participant shall retain and permit Amplifon, any state or federal agency, including, but not limited to, the United States Department of Health and Human Services, the Comptroller General of the United States, Centers for Medicare and Medicaid Services ("CMS"), or their designees, to audit, evaluate, and inspect all medical, billing, evaluation, utilization, and other records of Participant to the extent that such records relate to any aspect of the Covered Services provided to Members, to the extent allowed by applicable law. This right to inspect and audit shall extend no less than ten (10) years from the later of (1) the last day of the calendar year in which the books or records were created, (2) the date of completion of any audit relating to those books and records by the Department of Health and Human Services, the Comptroller General, CMS or their designees, or (3) such other date determined by CMS in accordance with its regulatory authority. To the extent requested by state or federal officials under their regulatory authority, Participant shall furnish copies of such books and records to Amplifon at no charge. Participant shall provide access to and make available its premises, physical facilities and equipment to state and federal authorities for audit and compliance review purposes. The provisions of this Section 1.9 shall survive the termination of this Agreement.

1.10 Quality Improvement Review. Participant shall participate in and fully cooperate with any quality improvement review implemented by Amplifon, any Payor, or any independent quality review and improvement organization with which a Payor contracts.

1.11 Member Complaints and Disputes. All complaints concerning Participant shall be addressed in accordance with the procedures specified in the Amplifon Materials.

1.12 Insurance. Participant shall carry and retain malpractice and professional liability insurance in the amount of at least \$1 million per occurrence/\$3 million in the aggregate for each of its participating Providers, and Participant shall supply to Amplifon evidence of such coverage annually or as otherwise requested by Amplifon.

1.13 Compliance with Laws and Rules. Participant acknowledges that certain Payors contracted with Amplifon are obligated under Medicare Advantage Plans to oversee and be accountable to CMS for the services provided and activities performed by Participant pursuant to this Agreement. Participant shall comply with (1) Title VI of the Civil Rights Act of 1964 as implemented by regulations at 45 CFR part 84, (2) the Age Discrimination Act of 1975 as implemented by regulations at 45 CFR part 91, (3) the Rehabilitation Act of 1973, (4) the Americans With Disabilities Act, (5) all laws applicable to recipients of federal funds, and (6) all other state and federal laws and rules applicable to the Covered Services provided under this Agreement. Participant shall cooperate and participate in Amplifon's efforts to comply with applicable statutory and regulatory requirements to the extent reasonably requested by Amplifon. With respect to any Medicare Advantage Plan, Participant shall provide all Covered Services to Members and perform all other activities required by this Agreement consistent with and in compliance with the Payor's policies and procedures and its contractual obligations to CMS. To the extent that any Medicare Advantage Plan delegates any functions or activities to the Participant, Participant understands that such Plan may only delegate such functions or activities in a manner consistent with the requirements of 42 CFR 422.504(i)(4).

1.14 Office System Requirements and Accessibility. The Participant must have phone, fax, and internet service at all locations Covered Services are provided to Amplifon Members. Participant shall meet or exceed any accessibility standards applicable to Participant that are set forth in the Amplifon Materials or as required by state or federal law.

1.15 Non-interference and Non-Disparagement. During the term of this Agreement and thereafter, Participant shall not engage in any conduct that in any way causes any Payor to alter, modify, or terminate its relationship with Amplifon. Participant agrees that during the term of this Agreement neither Participant nor their Providers shall, in any communications with the press or other media, or any customer, Member, client or supplier of Amplifon, or any Amplifon affiliates, criticize, ridicule, or make any statements which disparage or are derogatory of Amplifon Hearing Health Care, Corp., Amplifon employees, the Amplifon Program or its parent company or affiliates.

2.0 AMPLIFON RESPONSIBILITIES

2.1 Claims. When Covered Services are paid for by a Payor, Amplifon shall process or forward each completed claim form or receipt of delivery submitted by Participant to Amplifon to the Payors or the applicable Members pursuant to the requirements specified in the Amplifon Materials.

2.2 Communications with Payors. Amplifon shall act as the liaison between Participant and Payors to assist Participant in resolving payment and eligibility issues directly related to Amplifon Members.

2.3 Payment to Participant. In accordance with the terms specified in the Amplifon Materials, Amplifon shall pay Participant all amounts as specified in Section 3 of this Agreement, Amplifon Materials, or as otherwise determined by Amplifon. Amplifon shall ensure that claims for which it is financially responsible relating to services furnished by Participant under a Medicare Advantage Plan are processed (*i.e.*, paid or denied) within no more than sixty (60) days after Amplifon receives the claim, unless other terms or a different timeframe is required by CMS. Participant shall accept the amounts specified in this Section 3 of this Agreement, Amplifon Materials, or as otherwise determined in writing by Amplifon, as full payment for Covered Service provided to Members.

2.4 List of Participants. Amplifon shall provide to the Payors, with the frequency specified by the Payors, a listing of fully credentialed Participants, including Providers qualified to provide Covered Services to Members, for Payor's use in their directories.

2.5 Amplifon Materials. Amplifon shall maintain the Amplifon Materials, as well as supplementary information and requirements. Amplifon Materials may be amended by Amplifon from time to time, with or without notice to Participant. Amplifon Materials shall be available to Participant on Amplifon's website or provided to Participant upon request.

3.0 CLAIMS AND PAYMENTS.

3.1 Claims Submission. Participant is responsible for initiating the payment process by completing and submitting claim and authorization forms to Amplifon, as more fully described in the Amplifon Resource Manual. Forms shall be sent to Amplifon as specified in this Section 3, or as otherwise required by Amplifon. All forms must be submitted within the time-frame specified in the Amplifon Materials.

3.2 Payment for Covered Services. Participant shall be compensated for Covered Services as described in the Amplifon Materials. Participant cannot bill, charge, collect a deposit, seek compensation, remuneration or reimbursement from, or maintain any action at law or pursue any other recourse against, or make any surcharge upon, a Member or other person acting on a Member's behalf (other than Amplifon) for any amounts that the Payor or Amplifon is responsible to pay. If Amplifon receives notice of any collection by Participant of funds in excess of allowable amounts, it may take appropriate action, including, but not limited to, terminating this Agreement for cause and requiring the immediate refund of any amounts collected from the Member.

3.3 Billing Members. Participant may bill or charge Members only (1) those amounts detailed in the Amplifon Materials, and (2) for Hearing Services and Products that are not covered by the Members' Plan ("Non-Covered Services"). Prior to rendering Non-Covered Services, Participant shall obtain a written agreement from the Member that the Member will be solely liable for payment of the Non-covered Services. Participant shall not bill or charge Members or Amplifon for Covered Services that the Participant does not normally charge for.

3.4 Billing Services Fee. Participant acknowledges that for those Plans for which Amplifon provides billing services, Amplifon will retain either a flat fee or a certain percentage of the negotiated reimbursement for the Covered Services, as further described in the Amplifon Materials.

3.5 Payment for Hearing Aids. Participant acknowledges that Members are to pay Amplifon directly for hearing aids dispensed to Members under this Agreement. Participant shall obtain such payment from Members and forward Member payment, along with applicable documentation containing the Member's payment information to Amplifon within 24 hours of fitting the hearing aid(s). If Participant fails to forward the required documentation and/or a hearing aid payment to Amplifon as specified in this Section, Participant shall be considered in breach of this Agreement and Amplifon may seek all remedies at law and equity available to Amplifon. Without limiting the foregoing, Amplifon may withhold any amounts owed by Amplifon to Participant under this Agreement until Amplifon receives hearing aid payment or payment information owed by Participant to Amplifon.

3.6 Coordination of Benefits. Participant must notify Amplifon when Participant learns that a Member has benefit coverage other than the coverage presented at the initial time of referral or when a Member elects such benefit coverage over their health plan.

3.7 Survival. This Section 3.0 shall survive the termination of this Agreement regardless of the cause giving rise to such termination and shall be construed to be for the benefit of Members and that this provision supersedes any oral or written agreements to the contrary now existing or hereafter entered into between Participant and a Member or person acting on behalf of a Member. Any modification, addition, or deletion to the provisions of this section shall become effective on a date no earlier than 15 days after (1) the applicable state regulatory agency has received written notice of such proposed changes and (2) the CMS has approved, in writing, such proposed change (in the case of any Medicare Advantage Plan).

4.0 TERM AND TERMINATION

4.1 Term. This Agreement shall be in effect on the Effective Date and shall remain in effect until terminated under the terms of this Section 5 or superseded by another written agreement between the parties.

4.2 Termination. Termination of this Agreement for any reason shall mean that Participant and its participating Providers are removed from the Amplifon Network and Amplifon Members shall no longer be referred to Participant for Covered Services upon either party's receipt of a notice of termination.

a. This Agreement may be terminated by the Parties as follows:

- (i) Immediately by Amplifon with or without cause upon written notice to Participant or as otherwise mutually agreed upon by the parties; or
- (ii) By Participant without cause upon ninety (90) day written notice to Amplifon; or
- (iii) With cause, by either party, upon providing a written notice specifying the default and

providing thirty (30) days to cure ("Cure Period") the default. If the default is not cured within the Cure Period, the non-defaulting party may terminate the Agreement immediately upon written notice to the defaulting party; or

b. Upon termination, Amplifon Members will be directed to other Amplifon network participating providers for all Hearing Services and Products.

5.0 COMPLIANCE WITH DATA PRIVACY AND SECURITY REQUIREMENTS

5.1 Services Involving Patient Information. Participant and Amplifon acknowledge that the services performed under this Agreement may involve their receipt, use, disclosure, transmission, maintenance, or creation of individually identifiable health information. Use of this individually identifiable health information on behalf of the other party may create a Covered Entity and Business Associate relationship. Under such relationship certain federal, state, and local laws apply for the use and protection of the privacy and security of individually identifiable health information, including but not limited to, the Health Insurance Portability and Accountability Act ("HIPAA") and the Health Information Technology for Economic and Clinical Health Act (the "HITECH Act"). The parties intend that this Section 5 comply with the requirements of the HIPAA and HITECH Acts and both parties agree to comply with the HIPAA Rules as outlined in this Section 5 as directly applicable to them.

5.2 Definitions. Terms used, but not otherwise defined in this Section 5, shall have the same meaning as those terms in the HIPAA Rules, including the following terms: Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Minimum Necessary, Notice of Privacy Practices, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information and Use. Terms defined in this Section 5 are as follows:

a. "Electronic Protected Health Information" or "ePHI" shall mean protected health information that is transmitted by or maintained in electronic media.

b. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules set forth at 45 CFR Part 160 and 164, as may be amended from time to time.

c. "Individual" shall have the same meaning as the term "individual" in 45 CFR 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).

d. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E, as amended by the Health Information Technology for Economic and Clinical Health Act (the "HITECH Act").

e. "Protected Health Information" (referred to herein as "PHI") shall have the same meaning as the term "protected health information" in 45 CFR 160.103, limited to the information created, received, transmitted, or maintained by Business Associate on behalf of Covered Entity.

f. "Security Rule" shall mean the Security Standards at 45 CFR Part 160 and Part 164, Subparts A and C.

g. "Breach" means the unauthorized access to, or acquisition of, Use or Disclosure of PHI in any form that violates the HIPAA Rules and the Covered Entity or the Business Associate cannot demonstrate a low probability of compromise of the privacy and security of the PHI through a risk assessment as provided by HHS. The term "breach" does not include those circumstances as provided for by the HIPAA Rules.

h. "Covered Entity" shall have the same meaning as the term "covered entity" in 45 CFR 160.103. A Covered Entity includes any person or entity that is a health plan, health care clearinghouse, or health care provider who transmits any health information in electronic form in connection with a transaction covered by HIPAA.

i. "Business Associate" as defined in 45 CFR 160.103, is any person or entity who is not part of the covered entity's workforce and, on behalf of the covered entity; creates, receives, maintains, or transmits protected health information for a function or activity regulated by HIPAA, including claims processing or administration, data analysis, processing or administration, utilization review, quality assurance, patient safety activities listed at 42 CFR 3.20, billing, benefit management, practice management, and re-pricing; or provides legal, actuarial, accounting, consulting, data aggregation (as defined in 45 CFR 164.501), management, administrative, accreditation, or financial services to or for a Covered Entity, or to or for an organized health care arrangement in which the covered entity participates, where the provision of the service involved the disclosure of protected health information.

5.3 Use and Disclosure of PHI. The parties agree to only Use or Disclose PHI for the purposes as permitted or required by this Agreement including, but not limited to, the;

a. Use of PHI to perform functions, activities, or services for or on behalf of itself or the other party as specified in this Agreement, provided that such Use or Disclosure would not violate the Privacy Rule if done by a

Covered Entity; or

b. Use or Disclosure of PHI for the proper management and administration of the Participant or Amplifon provided that;

(i) The Use or Disclosure is Required By Law; or

(ii) the party obtains reasonable assurances, prior to disclosure, from the person to whom the information will be disclosed that it will remain confidential and be Used or further Disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies Participant or Amplifon of any instances of which it is aware in which the confidentiality of the information has been breached.

c. Use and Disclosure of, as well as requests for, PHI are in accordance with the Minimum Necessary Standard under the Privacy Act.

d. Use of PHI for Data Aggregation services related to the health care operations of the other party as permitted by 45 CFR 164.504(e)(2)(i)(B) if so requested by the other party.

5.4 De-Identification of PHI. Either party may de-identify any and all PHI, provided that such de-identification is performed in accordance with 45 CFR 164.514(b), and provided that any code or other means of record identification is not disclosed or maintained that would allow de-identified information to be re-identified.

5.5 Safeguards. The parties agree to use appropriate administrative, physical and technical safeguards to prevent Use or Disclosure of Protected Health Information other than as provided for by this Agreement, and to comply with the applicable provisions of 45 CFR Part 164, Subpart C with respect to Electronic Protected Health Information.

5.6 Mitigation. The parties agree to mitigate, to the extent practicable, any harmful effect that is known to each party of a use or disclosure of Protected Health Information performed by the party that is in violation of the requirements of this Section 5, including any Breach.

5.7 Agents and Subcontractors. Participant and Amplifon agree, when acting as a Business Associate to the other party, to ensure that any agent, including a subcontractor, that creates, receives, maintains, or transmits the other party's PHI on the acting party's behalf, agrees to the same restrictions and conditions that apply with respect to such information, including, without limitation, restrictions, conditions, and requirements regarding implementation of reasonable and appropriate safeguards to protect Electronic Protected Health Information, and to notify the acting party of Breaches and other improper Uses or Disclosures of Protected Health Information.

5.8 Designated Record Set. In the event either party maintains Protected Health Information in a Designated Record Set on behalf of the other party, the parties agree to;

a. provide access to the Protected Health Information in a Designated Record Set to the other party within Ten (10) business days of receipt of a request, in the manner determined by the requesting party, or as directed by the requesting party to an Individual in order to meet the requirements under 45 CFR 164.524. In the event that an Individual makes a request for access directly to the party maintaining the PHI in a Designated Record Set on behalf of the other party, the maintaining party shall notify the other of such request within Three (3) business days of receipt of the request; or

b. make any amendment(s) to the Protected Health Information in a Designated Record Set that the other party directs or agrees to pursuant to 45 CFR 164.526, at the request of the other party or an Individual, within Twenty (20) business days of the other party's request for such an amendment. In the event a request for an amendment is made directly to the party maintaining the PHI in a Designated Record Set by an Individual, the maintaining party will notify the other party of such request within Three (3) business days of receipt of the request.

5.9 Access and Inspection. Participant and Amplifon agree to make internal practices, books, and records, including policies and procedures related to the Use and Disclosure of PHI received from, or created or received or maintained by either party on behalf of the other, creating a Covered Entity to Business Associate relationship, available to the other party, or to the Secretary, for purposes of the Secretary determining Participant or Amplifon's compliance with the HIPAA Rules.

5.10 Accounting of Disclosures. The parties agree to document such disclosures of PHI and information related to such disclosures as would be required to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528. The parties agree to provide to the other party, within Twenty (20) business days of a request, the information collected as directly applicable to the requesting party to

permit the requesting party to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

5.11 Reporting Disclosures and Breaches. The parties agree to report to the other:

- a. any improper Use or Disclosure of PHI directly related to the other party within Ten (10) business days of its discovery of such improper Use or Disclosure, even if such improper Use or Disclosure is not a Breach;
- b. any Security Incident that directly affects the other party of which it becomes aware, within Five (5) business days of discovery;
- c. any Breach, within Two (2) business days of becoming aware of the Breach that may directly affect the other party. The initial report may be made orally, but shall be followed in a full written report within Five (5) days of providing oral notice. Each report (written or oral) shall include, to the extent available at the time of the report, a description of the Breach, the PHI disclosed (including names and contact information), and a description of any remedial action(s) taken by the reporting party; and
- d. any Use or Disclosure of PHI or any Security Incident that may directly affect the other party not provided for by this Agreement of which it becomes aware.

5.12 Cooperation with Investigation. Both parties agree to cooperate with the other party's investigation of, and response to, any Breach directly related to PHI or the services performed by the parties under this Agreement, as well as, all costs incurred related to the investigation, notification, and services provided to affected individuals and other third parties as directly applicable. The investigating party shall determine (a) the content of any notice provided in connection with a Security Incident and/or Breach, regardless of whether the notice is to be sent to affected individuals, federal or state government agencies, or the media and (b) the service(s), if any, to be offered to affected individuals. The parties agree to take, at its own expense, measures reasonably necessary to mitigate any known harmful effect of a Security Breach resulting in default of their obligations under this Agreement as applicable to them.

5.13 Indemnification from Breach of Unsecured PHI. The parties agree to indemnify, defend and hold harmless the other party, its parent and subsidiary corporations, officers, directors employees and agents, from and against any and all claims, inquiries, investigations, reasonable attorneys' fees, costs, monetary penalties and damages incurred as a result of any negligence, intentional misconduct or other breach of this Agreement, including but not limited to a Breach as defined by the HIPAA and HITECH Acts caused by the negligent acts or omissions of the breaching party, its agents or subcontractors. Such indemnification shall include the reasonable attorneys' fees and other expenses (including the cost of any investigation, notice to affected individuals and any services offered to affected individuals in the security breach notification) incurred by the non-breaching party in connection with the provision of notice of a Breach to affected individuals.

5.14 Ownership Rights. Participant and Amplifon acknowledge that it has no ownership rights with respect to any PHI received from, or created by, on the other party's behalf, except as otherwise defined in this Agreement.

5.15 Performance of Covered Entity Obligations. To the extent either party is carrying out the other party's obligations under Subpart E of 45 CFR Part 164, the parties shall comply with the requirements of Subpart E as applicable in the performance of such obligation(s).

5.16 Notifications. The parties agree to notify the other:

- a. of any limitation(s), if applicable, in its notice of privacy practices in accordance with 45 CFR 164.520, to the extent that such limitation may affect the other party's Use or Disclosure of Protected Health Information; and
- b. of any changes in, or revocation of, permission by an Individual to use or disclose their Protected Health Information, to the extent that such changes may affect Business Associate's Use or Disclosure of Protected Health Information; and
- c. of any restrictions to the Use or Disclosure of PHI that the party has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect the other party's Use or Disclosure of Protected Health Information.

5.17 Requests. Neither party shall request the other to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if performed by a Covered Entity.

5.18 Effect of Termination. Section 5 shall survive the termination of this Agreement until such time as all of the PHI provided by, or created or received by the party acting as a Business Associate to the other party, is destroyed or

returned to the acting Covered Entity, or, if it is infeasible to return or destroy the PHI, protections are extended to such information for so long as the party acting as the Business Associate maintains the PHI.

5.19 Regulatory References. A reference in this Agreement to a section in the Privacy Rule or Security Rule means the section as in effect or as amended.

5.20 Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for the parties to comply with the requirements of the Privacy Rule, Security Rule, and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191, as applicable to them.

5.21 Interpretation and/or Inconsistency. Any ambiguity in this Agreement shall be resolved to permit the parties to comply with the HIPAA Rules. In the event of an inconsistency between the provisions of this Agreement and the mandatory terms of the HIPAA Rules, as may be expressly amended from time to time by the HHS or as a result of interpretations by HHS, a court, or another regulatory agency with authority over the parties, the interpretation of HHS, such court, or regulatory agency shall prevail. In the event of a conflict among the interpretations of these entities, the conflict shall be resolved in accordance with rules of precedence. Where there are provisions in this Agreement, in addition to those mandated by the HIPAA Rules, but which are not prohibited by the HIPAA Rules, the provisions of this Agreement will apply.

6.0 MISCELLANEOUS

6.1 Indemnification from Good or Services. Amplifon shall not be liable for any claims, injuries, demands, or judgments based upon negligence, warranty or any other grounds arising out of the manufacture, dispensing, sale, or provision of any goods or services by Participant to any Member. Accordingly, and to the extent allowed by law, Participant shall indemnify and hold Amplifon and its affiliates harmless from any and all such claims, liabilities, damages, and losses, including reasonable attorneys' fees at trial or on appeal in the event of such action. The provisions of this Section 6.1 shall survive the termination of this Agreement.

6.2 Waiver of Breach. Waiver by any Party of any breach of any provision of this Agreement or the failure to insist upon strict compliance with any provision of this Agreement shall not operate or be construed as a waiver of such provision or any other provisions.

6.3 Independent Contractors. None of the provisions of this Agreement are intended to create between Participant and Amplifon any partnership, joint venture, agency, employment, representative, or any other relationship other than that of independent contractor.

6.4 Force Majeure. Neither Party shall be liable or deemed in default of this Agreement for any delay or failure to perform caused by Acts of God, war, disasters, strikes, or any similar cause beyond the reasonable control of either Party.

6.5 Description Headings. The headings of the paragraphs of this Agreement are inserted for convenience and shall not limit, extend, or delineate the scope or intent of the provisions hereof.

6.6 Entire Agreement and Applicable Law. This Agreement and the Amplifon Materials constitutes the entire agreement between Amplifon and the Participant and shall not be altered or amended except as agreed in writing and signed by the Parties. If any part or parts of this Agreement are held to be unenforceable, the remainder of this Agreement shall continue in effect. It is the intent of the Parties to this Agreement that it shall be subject to and interpreted in accordance with the laws of the State of Minnesota, without regard to principles of conflicts of laws.

6.7 Notice. Except as otherwise provided herein, any notice required to be given pursuant to the terms and provisions of this Agreement shall be in writing and shall be deemed received when sent by certified or registered mail, return receipt requested, to the Parties at the addresses set forth below. Each Party may designate in writing a new address to which any notice required by this Agreement may thereafter be sent. Notices may be sent to Amplifon at 5000 Cheshire Parkway N., Plymouth, MN 55446. Notices may be sent to Participant at the address specified below or as otherwise provided to Amplifon by Participant.

6.8 Assignment. Participant shall not assign or transfer its rights, duties or obligations under this Agreement without the prior written consent of Amplifon.

6.9 Confidentiality. In the performance of its obligations under this Agreement, Participant may receive or otherwise have access to Amplifon’s proprietary business information, including, without limitation, this Agreement, financial and fee information, forms, participant/provider manuals, statistical data, reports, standards, Member information and customer lists (collectively, “Amplifon Confidential Information”). Participant and their staff shall at all times maintain the confidentiality of the Amplifon Confidential Information and shall not, except as necessary to perform its obligations under this Agreement, as specifically authorized in writing by Amplifon, or as otherwise required by law, reproduce any Amplifon Confidential Information or disclose or provide any Amplifon Confidential Information to any person. The provisions of this Section 6.9 shall survive the termination of this Agreement.

6.10 Limitation on Participants. Participant acknowledges that, from time to time, a Payor may require a limited selection of providers to provide Covered Services to Members of a certain Plan. In such a situation, notwithstanding anything in this Agreement to the contrary, Amplifon may, in its sole discretion, select and assign certain of its contracted providers to provide Covered Services to Members of such Plan, excluding other contracted Participants. Participant understands and agrees that this Agreement does not guarantee Participant access to each Plan offered by Payors.

6.11 Third-party Rights. Except as otherwise specifically provided herein, the Parties have not created and do not intend to create by this Agreement, any enforceable rights in any third Parties under this Agreement, including, without limitation, Members. Except as otherwise specifically provided herein, the Parties acknowledge and agree that there are no third-party beneficiaries to this Agreement.

6.12 State of Payor Specific Exhibits. The state in which Participant provides Covered Services and/or certain Payors may impose additional requirements related to the provision of Covered Services under this Agreement. If such additional requirements, as may be reasonably known to Amplifon, are required they shall be set forth in one or more exhibits attached to this Agreement as applicable. Any such exhibits are expressly incorporated into this Agreement and are binding on Participant and Amplifon. In the event of any inconsistent language between an exhibit and any other part of this Agreement, the provisions of the exhibit will control to the extent it is applicable.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in the manner appropriate to each.

PARTICIPANT LBN

AMPLIFON HEARING HEALTH CARE, CORP.

Signature

Signature

Printed Name

Tabatha Erck
Printed Name

Title

Vice President – Amplifon Hearing Health Care
Title

Address

City, State Zip Code

Phone