

ADDENDUM TO  
ACTIVHEALTHCARE, INC.  
*PROVIDER AGREEMENT*

Activ and Provider hereby add the following provisions to the Provider Agreement:

Activ has engaged Office Ally, a full-service medical claims processing company, as Activ's designated EDI Business Partner to process Provider's claims. Provider agrees to submit all claims for payment to Office Ally. Provider agrees to enter into Office Ally's standard EDI claims processing agreement. Neither Activ nor Office Ally will charge Provider any set up, processing or administration fee for any claim payable by any payor that is not a "Payor" under the Provider Agreement (which generally is to say any payor that does not have a contract with Activ, such a claim being referred to below as a "Non-Affiliated Claim"), unless such fee is specifically addressed in the Office Ally EDI Enrollment Form which is complete by the provider (such as paper claims and an excessive quantity of Medicare claims). Office Ally's customary set-up, processing and administrative fee for affiliated Payor claims ("Affiliated Claims") are covered by Provider's Activ membership fee. Additional services beyond customary set-up, processing and administration of claims are the sole responsibility of Provider.

Office Ally will forward to Activ claim data for all claims received from Provider, except that with respect to Non-Affiliated Claims, Office Ally will delete patient name and such other data as is necessary to ensure that the data forwarded to Activ on such Non-Affiliated Claims do not constitute "protected health information" under The Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and such data and actions do not otherwise contravene any applicable law. With respect to Affiliated Claims, on HCFA Form 837, Provider authorizes Activ and Office Ally to change the taxpayer identification number (box 25) from Provider to Activ and change the billing address (box 33) to Activ's designated office billing address when such changes are applicable as indicated by "Claims Filing:" address on the applicable ActivHealthCare Term Summary Sheet referenced in paragraph 2I of the Provider Agreement. Such data will be analyzed to evaluate the effectiveness of and to manage chiropractic care and the network as well as for marketing and credentialing purposes. Any existing data analysis specific to Provider will be made available by Activ to Provider upon reasonable written request.

Provider agrees that Activ is not responsible for any errors or omissions of Office Ally, and Provider agrees to deal directly with Office Ally concerning any errors or omissions and to hold Activ harmless therefrom. Activ is **NOT** responsible for Provider's relationship with Office Ally and the processing of Medicare, BCBS, Medicaid, and other non-Activ claims. Provider should contact Office Ally with any questions regarding non-Activ claims. Neither AHC nor OA will make any corrections to claims. The Provider is responsible for correct completion of the CMS1500 form.

Except as expressly stated in this Addendum, the Provider Agreement shall continue in full force and effect.

Agreed, this \_\_\_\_ day of \_\_\_\_\_, 200\_\_.

ACTIVHEALTHCARE, INC.

[PROVIDER]

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

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

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

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