

**InWellness Provider Agreements
InWellness, LLC**

TERMS & CONDITIONS V 12.28.09

Summary

Provider Benefits

The benefits we can derive as a group are more than any one of us individually can realize:

- Increased wellness-ready client volume through -
 - Marketing of Network to public - advertising in community media, IW sponsored events, user-friendly and attractive website presence
 - Referrals from IW Health Navigators, inclusion in InWellness Membership Plans
 - IW Contracts with employers inclusion in Insurance Wellness Packages
- Free InWellness Membership Plan membership, and The Way I See It Profile (TWISI)
- Increased client satisfaction and wellness through access to IW benefits (web announcements, provider discounts...) classes, entertainment events and economically-priced Intro Packages
- Maintain Independent practice and fee setting
- Opportunity for collegial exchange with peers - monthly provider meetings for sharing, education, service exchange and highlighting provider specialties
- Opportunity to create provider forums of special interest and do research and community service projects with like minded professionals

Providers Agreements

In addition to maintaining professional licensure/credentialing and ethical practices in good standing, providers agree to:

- Profile on website (Photo and professional profile)
- Advertised prices for network clients: 10 - 20% benefit for InWellness Membership
- Plan Members paying cash, provide self-submit invoice for insurance carriers on request
- Ratings by clients on website (Availability, Timeliness, Environment, Service, Results)
- Sign the “Statement of Holistic Philosophy and Practices”
- Take TWISI values inventory for Wellness Navigator
- Review client’s wellness record when available
- Accept Network Members - individuals and business/organizations
- Provide group or individual Intro sessions on limited basis
- Cross-links to InWellness website

I. INTRODUCTION

I.1 This document is a legal agreement between you the service provider and InWellness, LLC, a limited liability company based in Wisconsin (hereinafter “InWellness”).

I.2. This agreement explains our mutual obligations in relation to the InWellness practitioner network.

I.3. This agreement becomes active once you, the provider, become a member of the InWellness Provider Network.

I.4. By listing your services with InWellness, you acknowledge that you have read and agree to all the terms and conditions of this agreement.

2. DEFINITIONS

2.1. “Subscriber” shall refer to any individual or other entity such as an individual member or employer group with a current subscription to the InWellness Membership Plan.

2.2. “Network Provider” or simply **“Provider”** shall refer to the service provider.

2.3. “Services” shall refer to the specific therapies, treatments, counseling, consulting, training or other health and wellness services provided by InWellness providers.

2.4. “Intro Packages” shall refer to bundled services and/or products that are purchased on the InWellness website, distinct from services and/or products purchased at the point of service.

2.5. “Health Navigator” shall refer to the InWellness staff member who provides subscribers with InWellness Assessments, phone support and referrals, and who collaborates with network practitioners to develop integrative treatment teams and service packages.

2.6. “Web Profile” shall refer to a personalized web page created for each provider and hosted on the InWellness website.

2.7. “Website” if not otherwise specified shall refer to www.inwellnesstoday.com

3. PRACTITIONER OBLIGATIONS

3.1. Initial Requirements. The provider is initially responsible for:

3.1.1. Assuring InWellness that all information provided in your application is true and correct, including but not limited to the good standing of your credential(s), license(s), malpractice insurance, specializations, and standard rates;

3.1.2. Paying a start-up fee and one year of monthly dues;

3.1.3. Submitting a professional photograph “head shot” acceptable to our webmaster and taking the The Way I See It Inventory;

3.1.4. Submitting information for your Web Profile (an online process) and reviewing your profile in a timely manner for any necessary changes and/or final approval.

3.1.5. Providing 30-60 minute informative Introductory sessions for new clients who purchase an InWellness Introductory Package.

3.2. Ongoing Requirements. The practitioner is routinely responsible for:

3.2.1. Following the ethical guidelines of your profession and keeping a malpractice insurance policy in full force for as long as you are with the network;

3.2.2.Accepting appointment requests by phone, and responding to all such requests by phone within 36 hours, unless subscribers are otherwise informed of your absence by an appropriate outgoing voicemail message, live receptionist, or automated email response;

3.2.3.Providing services to all InWellness subscribers at a 10-20% discount off their standard rates which will be published on the InWellness website, without discrimination or delay, and without compromising quality;

3.2.4.Ensuring there is no discrepancy between the standard rates promoted on the InWellness website and those published independently;

3.2.5.Verifying with new clients the validity of their discount card, specifically ensuring that the card is in their name and is not expired;

3.2.6.Being as timely as possible, with respect to beginning the appointment at the agreed upon time and to providing services for the full length of the session;

3.2.7.Notifying InWellness by phone or written declaration of any subscriber who violates professional boundaries or otherwise causes harm to the professional relationship;

3.2.8.Notifying InWellness by phone or written declaration of any substantial changes to your credential(s), license(s), malpractice insurance, specializations or standard rates;

3.2.9.Ensuring prompt payment of your provider dues at time of renewal (see Fees and Payment Terms below).

4. InWellness OBLIGATIONS

4.1. Initial Requirements. InWellness shall be responsible for:

4.1.1. Providing you a new provider “welcome package” with supporting administrative documents and guidelines for making the most of your participation with InWellness;

4.1.2. Providing you a complimentary subscription to the InWellness discount card.

4.1.3. Providing you a personalized and complete Web Profile consistent with all other network providers; offering editorial feedback when necessary or requested, and soliciting your final approval;

4.1.4. Offering you support to develop service packages that integrate services and/or products that you offer, or that collaborate with other practitioners in the network;

4.1.5. Outreaching to you by phone by a representative of our Health Navigator referral service, to learn more about your orientation and specialties, and to provide if necessary any orientation to the website, details about our provider meetings, etc.

4.2. Ongoing Requirements. InWellness shall be routinely responsible for:

4.2.1. Maintaining visibility in the marketplace through a marketing campaign, including search engine optimization, and discount card advertisement at providers' offices, and nonprofit organizations throughout the InWellness Provider Network region;

4.2.2. Reimbursing you within 30 business days for introductory session you provide to those designating you on an Introductory Package purchased on the InWellness website or office (see Fees and Payment Terms below);

4.2.3. Employing means to respond to provider inquiries during published business hours (except holidays);

5. PROPERTY RIGHTS

5.1. InWellness. All rights and title to all registered and unregistered trademarks and copyrights, service marks and logos, patents, proprietary information, any forms, any images, audio/visual displays, text, software, format, arrangement, and all other intellectual property found on the InWellness website or printed collateral shall be exclusively that of InWellness, LLC.

5.2. Provider. An exception to the above is any unmodified copy authored by you, the provider, for use on your Web profile, for which the copyright belongs to you. All rights and title to all properties found on your own website or printed collateral shall also be yours exclusively.

6. PRIVACY

6.1. Client Privilege. All matters concerning the subscriber's health condition, therapeutic process, or any personal information that arises in the setting of the provider-subscriber relationship shall be protected and kept private by the provider. Written notes, charts, artwork, or any byproducts of sessions with the subscriber shall not be shared with anyone without the subscriber's explicit consent.

6.2. Subscriber Information. InWellness shall be collecting personal information from subscribers, including billing information when they purchase the discount card or any product or treatment package on the InWellness website. This

information will be kept strictly confidential, and may not be used by providers for any kind of marketing or other communication without the subscriber's explicit consent.

6.3. Complaints. In the event of a formal complaint against the provider, whether or not by an InWellness subscriber, and whether through the Better Business Bureau, professional association, state or other regulatory agency, InWellness shall not make any attempt to reveal such information publicly, and the proceedings of any related investigation shall also remain confidential to protect the provider's presumed innocence. However, the outcome of a formal complaint or investigation may lead to the termination of this agreement at the sole discretion of InWellness (see Term and Termination section below).

7. FEES AND PAYMENT TERMS

7.1. Introductory Offer for Individual Provider and Affiliate (Group) Provider Membership Dues before February 28, 2010. The special introductory offer for joining InWellness before February 28, 2010 shall be the sum of \$440 for individuals and \$640 for affiliate groups and is non-refundable. Payment is made on a yearly basis. A written receipt shall be provided once a year to the provider at the provider's request.

7.2. Individual Provider and Affiliate (Group) Provider Membership Dues after March 1, 2010. The standard registration fee for joining InWellness after March 1, 2010 shall be the sum of \$540 for individuals and \$780 for affiliate groups and is non-refundable. Payment is made on a yearly basis. A written receipt shall be provided once a year to the provider at the provider's request.

7.3. Discount on standard rates. Providers shall promote their services at a standard rate, from which a 10-20% discount is given to clients who are InWellness subscribers. Providers reserve the right to adjust their standard rates at any time. New clients who are not subscribers to the discount card or who have an expired discount card are not entitled to a discount.

7.4. Point of service payments. A majority of services will be paid by subscribers at the point of service. Sliding scale rate adjustments may be offered to both subscribers and non-subscribers at the sole discretion of the provider. InWellness encourages providers to sell subscriptions to the InWellness Membership Plan.

7.5. Discount vs. insurance claim. Cases in which InWellness providers process an insurance claim are NOT required to also give a discount. Subscribers shall understand by their card agreement that they may pay for services using **Either** insurance **or** their discount card. However, if subscribers pay their bill in full at the point of service, they may request a superbill to pursue reimbursement from their insurance carrier at the discount rate. Superbills will be provided and can be used to pursue insurance reimbursement. Superbills will accurately reflect charges, discounts or adjustments and payments.

7.6. Reimbursements. Introductory Packages purchased on the InWellness website or office shall be reimbursed by InWellness within 30 business days of the delivery of the introductory session. Since reimbursements are technically classified as fee-for service, a federal tax Form 1099 will be issued by InWellness to participating practitioners at the end of each calendar year.

7.7. Increased dues. InWellness reserves the right to increase monthly practitioner dues, but shall not issue increases more frequently than once a year, nor will increases be for more than twenty-five percent (25%) of the basis. Written notification of all such increases will be provided in advance.

8. TERM AND TERMINATION

8.1. Initial Term. By setting up a billing account, you agree to the terms and conditions of this agreement for an initial term of twelve (12) months.

8.2. Renewal. Following the initial term, you can either terminate or renew this agreement. Renewal is assumed and shall be automatic in the absence of a written declaration which expressly states your intentions to terminate your participation in the network. Such declaration is required at least thirty (30) days prior to the end of the initial term or any renewed term.

8.3. Termination. Within the initial term, InWellness reserves the right to terminate this agreement if the provider directly or indirectly violates the terms and obligations of this agreement. Following this period, either InWellness or the provider may terminate this agreement for any reason with at least thirty 30 days prior notice.

9. WARRANTY, DISCLAIMER, INDEMNIFICATION, LIMITATIONS TO LIABILITY

9.1. Warranty. To the extent permitted by applicable law, InWellness makes no warranty of any kind, express, implied or statutory, regarding the services offered by you or any other provider in its network. You ensure all your services are performed diligently at a standard quality acceptable to your professional association or licensing body, and you shall be independently responsible for resolving reasonable unmet expectations of InWellness subscribers.

9.2. Disclaimer. Similarly InWellness makes no warranty to providers regarding the number of referrals or referral outcomes related to participation in its network. While exposure to potential clientele shall be relatively equal for all providers, the number of new appointments generated will vary widely. Factors that determine success include but are not limited to your modality, training, specialties, experience, orientation, availability, location, office environment, personal presentation, etc.

9.3. Indemnification. Both InWellness and the provider will defend, indemnify, save and hold harmless the other (and their officers, directors, agents, affiliates, distributors, franchisees and employees) from any and all third party claims, demands, liabilities, costs or expenses, including reasonable attorney's fees, resulting from the indemnifying party's material breach of any duty, representation or warranty of this agreement. Indemnification is conditioned upon the prompt written notice of any claim, action or demand for which indemnity is sought. also the indemnifying party shall not, without prior written consent of the indemnified party, settle, compromise or consent to the entry of any judgment that makes any admissions in the indemnified party's name or imposes any liability upon the indemnified party.

9.4. Limit to Liability. In no event shall InWellness (nor its officers, directors, agents, affiliates, distributors, franchisees and employees) or the provider have any liability to the other or any third party for any lost opportunity or profits, costs of procurement of substitute services or any indirect, incidental, consequential, punitive or special damages arising out of this agreement, under any cause of action or theory of liability (including negligence), and whether or not either party has been advised of the possibility of such damage. These limitations shall be enforceable to the maximum extend allowed by applicable law.

10. MISCELLANEOUS TERMS

10.1. Entire agreement and modification. The terms of this agreement constitute the entire agreement between you and InWellness. its terms shall supersede any or simultaneous agreement, terms, negotiations, whether written or oral. Except as otherwise provided herein, any waiver, modification, or amendment of any provision of this agreement will be effective only if in writing and signed by both parties. Verbal modifications, even if allowed by law, will not be considered binding.

10.2. Assignment. The practitioner may not assign this agreement under any circumstances.

10.3. Governing Law and Jurisdiction. This agreement will be governed by the construed in accordance with the laws of the State of Wisconsin. Each party consents to the exclusive venue and jurisdiction of the appropriate state or Federal courts in Milwaukee County for any disputes arising out of or related to this agreement. The parties acknowledge and agree that this agreement is made and performed in Milwaukee, Wisconsin.

10.4. Notice. All legal notices to InWellness shall be in writing and delivered, via courier or postal mail, to InWellness, 4200 W. Good Hope Road, Milwaukee, WI 53209 or any other address provided by InWellness.

10.5. Independent Contractors. Consultants, contractors, or agents of In Wellness do not have any authority to bind the other party by contract or any other legal obligation. Only InWellness staff, namely the President, has the right to initiate legal agreements.

10.6. Non-Disparagement. During the term of the agreement, neither party will disparage the other party or the other party's trademarks, websites, products or services, or display any such items in a derogatory or negative manner on any website or other public forum or press release.

10.7. Costs. Except as expressly stated herein, each party shall be solely responsible for the costs and expenses of performing its obligations hereunder.

In signing I agree to all the terms of this contract and assume responsibility for upholding the licensure and ethical standards of my profession as well as subscribe to the principles of holistic practice herein attached.

Provider name and specialty (print) _____

Provider Signature _____ Date _____

InWellness _____ Date _____

InWellness providers hereby subscribe to:

Principles of Holistic Health and Wellness Practice
(adapted from the American Board of Holistic Medicine 5/19/09)

The principles of holistic health and wellness practice are:

1. **Optimal health** is the primary goal of holistic health and wellness practice. It is the conscious pursuit of the highest level of functioning and balance of the physical, environmental, mental, emotional, social and spiritual aspects of human experience, resulting in a dynamic state of being fully alive. This creates a condition of well-being regardless of the presence or absence of disease or other life challenges.
2. **The Healing Power of Love.** Holistic health care practitioners strive to meet the client with grace, kindness, acceptance, and spirit without conditions, emanating from the awareness that love is life's most powerful healer.
3. **Whole person.** Holistic health and wellness practitioners view people as the unity of body, mind, spirit and the systems in which they live.
4. **Prevention and treatment.** Holistic health and wellness practitioners promote health, prevent illness and help raise awareness of dis-ease and healthy life styles rather than merely managing symptoms. A holistic approach relieves symptoms, modifies contributing factors, and enhances the client's life system to optimize future well-being.

5. Innate Healing Power. All people have innate powers of healing in their bodies, minds and spirits. Holistic health and wellness practitioners evoke, educate and help clients utilize these powers to affect the healing process.

6. Integration of Healing Systems. Holistic health and wellness practitioners embrace a lifetime of learning about all safe and effective options in diagnosis and treatment. These options come from a variety of traditions, and are selected in order to best meet the unique needs of the patient. The realm of choices may include lifestyle modification and complementary approaches as well as conventional drugs and surgery.

7. Relationship-centered care. The ideal practitioner-client relationship is a partnership which encourages client autonomy, and values the needs and insights of both parties. The quality of this relationship is an essential contributor to the healing process.

8. Individuality. Holistic health and wellness practitioners focus client care on the unique needs and nature of the person who has a challenge to health and well being rather than the challenge that the person has.

9. Teaching by Example. Holistic health and wellness practitioners continually work toward the personal incorporation of the principles of holistic health, which then profoundly influence the quality of the healing relationship.

10.

10. Learning opportunities. All life experiences including birth, joy, suffering and the dying process are profound learning opportunities for both clients and health and wellness practitioners..