

HEALTHWAYS FITNESS AND HEALTH MANAGER AND PROVIDER AGREEMENT

This Healthways Fitness and Health Manager and Provider Agreement, its Program Schedule, Work Orders, exhibits and attachments, and any amendments thereto, (collectively the “Agreement”) is entered into between **AMERICAN HEALTHWAYS SERVICES, LLC**, for itself and on behalf of its subsidiaries (hereinafter referred to as “Healthways”), a Delaware limited liability company, the undersigned Manager, and any Provider who agrees to be bound hereto under a Provider [Amendment/Addendum], as defined below (Healthways, Manager, and Provider are collectively referred to herein as the “Parties”). This Agreement replaces and supersedes any other agreement between or among Manager, Provider and Healthways and its subsidiaries and affiliates for the Healthways programs and products represented herein. Following the execution hereof, all such other agreements shall be terminated on the effective date of this Agreement.

PREAMBLE

WHEREAS, Healthways has entered into agreements with Sponsoring Organizations (as defined below) to provide fitness and health services, benefits, and programs to eligible Members (as defined below);

WHEREAS, Manager maintains a business relationships with Provider, who offer fitness and health services; and

WHEREAS, Healthways would like to (i) engage Manager to recruit and manage Provider, and (ii) include Provider as a provider in the Healthways Network (as defined below) for one or more Healthways products to provide subsidized fitness and health services, all on the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual premises set forth above and the promises hereinafter appearing, and for other good and valuable consideration, the receipt, sufficiency and adequacy of which is hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. **Definitions.** The terms defined in this section shall have the meanings specified for all purposes of this Agreement.
 - a) “**Confidential Information**” means all provisions of this Agreement and any business expertise, manuals, videos, trade secrets, customer lists, marketing information, compensation and pricing, strategies, financial information, Reference Guide, Sponsoring Organization Member information and any and all other information considered by Healthways to be confidential and proprietary, including all Healthways’ intellectual property.
 - b) “**Healthways Network**” means, collectively, all participating locations and individuals that have entered into a contract agreement with Healthways to provide the Program.
 - c) “**Instructor**” means the instructor whose name and other identifying information appear on the Healthways Resource Center (as defined in section 2.i. below) and who is employed by Provider (as defined in this Agreement) to provide the services set forth in this Agreement.
 - d) “**Member**” means a Sponsoring Organization member, employee, dependent or other person eligible for the Program as determined by the Sponsoring Organization’s criteria.
 - e) “**Program**” means each of the Healthways programs described in the Program Schedule and any Work Order (as defined herein).
 - f) “**Program Schedule**” means the program schedule attached to this Agreement, and incorporated herein by reference, that describes the Healthways programs provided by Provider to Members of Sponsoring Organizations. Healthways and Provider acknowledge and agree that notwithstanding any other provision of this Agreement, Healthways may amend this Agreement upon sixty (60) days prior written notice to Provider to modify the Program Schedule, and that Provider may decline proposed modifications upon written notice to Healthways within such sixty (60) day period if such modified Program Schedule would have a demonstrable material adverse effect on Provider.
 - g) “**Provider**” means the undersigned provider whose name and other identifying information appear herein, who has entered into this Agreement with Healthways to be part of the Healthways Network, on the terms and conditions set forth herein.

- h) “Reference Guide” means the procedures and guidelines established by Healthways for participation in the Healthways Network by Provider and under which the Program is administered. The Reference Guide, which shall be provided to Provider prior to the commencement of this Agreement, is incorporated herein by reference; the Reference Guide may be periodically updated by Healthways and updated copies shall be provided to Provider from time to time.
- i) “Sponsoring Organization” means any organization, employer group, health plan or subset thereof that is contracted with Healthways to provide the Program to its members and whose members may therefore receive services from Provider in accordance with the terms of this Agreement. Provider shall provide the Program to eligible Members of all Sponsoring Organizations.
- j) “Term” means the Initial Term of the Agreement and each successive one (1) year period as provided in the Term section of this Agreement.
- k) “Work Order” means each and all work orders offered to Provider and accepted by Provider through the Healthways Provider Resource Center, and incorporated herein by reference, that describe the specific services, in addition to those services set forth on the Program Schedule attached, to be provided by Provider. Each Work Order shall indicate the duration, frequency, pricing, type and location of the services.

2. Duties and Obligations of Manager and Provider.

- a) Management of Manager and Participation by Provider in the Healthways Network. Manager shall recruit and manage Provider in the Healthways Network. Manager shall ensure that Provider abides by the terms of this Agreement, and shall account to Healthways contractually for each Provider as it enters and departs the Healthways Network. Each Provider managed by Manager shall sign a Provider [Addendum/Amendment] in the form attached to this Agreement, which evidences Provider’s agreement to abide by the obligations of Provider under this Agreement. In order to become and remain a participant in the Healthways Network, Provider shall throughout the Term of this Agreement comply with the Reference Guide (including any updates thereto), including all quality assurance standards, operations, protocols, policies, procedures, follow-up guidelines, and health and safety standards of Healthways.
- b) Member Program Rights. Neither Manager nor Provider shall impose any charges on Members for Program services covered under this Agreement. At no charge to the Member, each Member shall receive the services specified in this Agreement and all active Work Orders, provided that such individual remains an eligible Member and this Agreement remains in effect.
- c) Joint Marketing and Public Relations. During the Term of this Agreement, Provider agrees to allow Healthways and Sponsoring Organization to use Provider’s name, phone number, email address, photographic image and biographical information in marketing and advertising materials and campaigns. All marketing and advertising materials, and materials intended for distribution to Members prepared by Provider that refer to the Program, Healthways, or Sponsoring Organization shall be approved by Healthways in writing prior to their distribution. Provider agrees to make best efforts to coordinate all media communications through the Healthways Public Relations Department, and immediately inform Healthways of all media inquiries regarding the Program, Healthways, or Sponsoring Organization.
- d) Use of Trademarks, Logos, and Copyrighted Materials. All parties hereto agree that for the Term of this Agreement, all external marketing and advertising of all Healthways and Live 2 B Healthy trademarked and service marked names, logos, identities, formats, and materials (the “Marks and Materials”), including the Program name, will first be approved in writing by Healthways, in the case of Healthways Marks and Materials, and by Manager, in the case of Live 2 B Healthy Marks and Materials. At the conclusion of this Agreement, all parties hereto shall cease any and all advertising, marketing, and references to the Marks and Materials of any other party hereto. Nothing in this Agreement grants or shall be deemed to grant to any party hereto, any right, title or interest in or to the Marks and Materials of any other party. All use by any party of another party’s Marks and Materials (including any goodwill associated therewith) shall inure to the benefit of the party that owns the Marks and Materials.
- e) Dispute Resolution. Manager and Provider agree that in the event any disagreement arises between Manager, Provider, Healthways and/or Sponsoring Organization on any matter whatsoever, Healthways, Manager, Provider and/or Sponsoring Organization or any subset thereof shall work with the other party(ies) to reach a resolution of the disagreement, and no one shall involve Members in any matter concerning such a disagreement. Neither Manager nor Provider shall contact a Member for any reason related to a dispute between Healthways, Manager, Provider and/or Sponsoring Organization.

- f) Research Studies. Manager or Provider shall obtain prior written approval from Healthways for any research or clinical studies of Members or the Program. Manager or Provider shall provide study findings and results to Healthways prior to any publication or presentation of such findings or results.
 - g) Payment Conversion. Provider agrees that Members eligible for the Program who are currently providing payment to Provider for the services specified in this Agreement will be able to inactivate or “freeze” their payments for the duration of this Agreement and pay no fees during the inactivation period so that they may receive services from Provider at no charge under the Program. At the time this Agreement terminates, or if applicable Members terminate their membership in Sponsoring Organization, those Members may then be responsible for resuming payment to Provider. Provider shall not refuse or dissuade eligible Members from participating in the Program.
 - h) Healthways Network Reciprocity. For the Term of this Agreement, all Members utilizing the Program will be allowed, after completing Program enrollment, to visit any and all Healthways Network participating locations or individuals offering the Healthways Program or receive services from other Healthways providers for which they are eligible.
 - i) Healthways Instructor Resource Center. Provider shall create and maintain a user account on the web-based Healthways Instructor Resource Center (the “Healthways Resource Center”). Provider shall utilize the Healthways Instructor Resource Center to obtain and access Healthways materials, including training materials, Program forms, Program reports, Work Orders and the Reference Guide. Provider is responsible for management of active or inactive Instructors in the Healthways Resource Center. Healthways maintains sole discretion to accept or deny any Instructor additions. Manager shall ensure that Provider timely complies with the provisions of this Paragraph.
3. Compensation. As payment for Program services, Healthways shall pay Manager according to the terms set forth in each applicable Work Order for services provided on or after the commencement date of this Agreement. Compensation paid by Healthways is inclusive of any and all taxes which Manager may be required to pay to any governmental authority, the payment of which Manager assumes sole responsibility. Healthways will make payment to Provider via electronic funds transfer.
4. Term, Renewal and Termination.
- a) Initial Term. This Agreement and any Provider [Addendum/Amendment] will commence upon execution by Healthways, and shall continue in full force and effect until December 31 of the year of document execution, provided the execution date is prior to November 1 of that year; otherwise, until December 31 of the year following document execution (“Initial Term”), subject to the Termination for Convenience section below. The Initial Term and any and all Renewal Terms are referred to herein as the “Term”.
 - b) Renewal of Agreement. This Agreement and any Provider [Addendum/Amendment] shall be automatically renewed for successive one year terms after the Initial Term (the “Renewal Term”) unless a Party gives written notice of termination at least **one hundred and twenty (120)** days prior to the expiration of the Initial Term or the current Renewal Term of the Agreement or unless the Agreement is canceled pursuant to the Termination for Convenience section below. Notwithstanding anything to the contrary herein, a Provider shall have no termination rights with respect this Agreement, except for termination rights granted herein with respect to its Provider [Addendum/Amendment], and Manager shall have no termination rights with respect to any Provider [Addendum/Amendment].
 - c) Termination for Convenience. This Agreement and any Provider [Addendum/Amendment] may be terminated by any Party at any time with or without cause upon **one hundred and twenty (120)** days written notice to the other party.
5. Confidentiality. All Confidential Information between Manager, Healthways and Provider are shared in strictest confidence. During the Term and at all times thereafter, neither Manager nor Provider shall divulge, furnish or make accessible to anyone or use in any way (other than use in the ordinary course of providing services under this Agreement) any Confidential Information. Manager and Provider shall return to Healthways all of Healthways’ materials (including any and all copies of such materials) used in the provision of the Program, including the Reference Guide and Member files, upon completion of this Agreement or in the event of its termination, or at any other time upon request from Healthways. Failure to comply with the terms of this Section is a material breach of this Agreement and Healthways may, in its sole discretion, immediately terminate this Agreement. In the event of a termination for breach of this Section, Manager will receive payment for all services provided up to the date of termination and no more.

6. Member Contact. Manager and Provider agree to not directly contact Members during the Term of this Agreement in regard to business related matters pertaining to the Program, such as, but not limited to, switching health care plans, disenrolling, enrolling with other health care plans or similar entities, or contracting or making payments directly with Manager or Provider instead of Healthways and Sponsoring Organization. This provision does not prohibit Manager or Provider from contacting Members in order to appropriately provide the Program services under the Agreement.
7. Insurance. Provider shall obtain and maintain in force professional liability coverage in an amount of at least \$1,000,000 per occurrence, and shall cause such insurance to require that the carrier will provide Healthways written notice of expiration, termination, or cancellation at least thirty (30) days prior to any expiration, termination, or cancellation of such policy. Provider shall provide a current certificate of insurance within ten (10) days of request by Healthways.
8. Notices. Unless expressly provided otherwise, all notices, requests, demands and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given, made and received when sent by 1) electronic communication accepted by both parties to the Agreement (delivery is effective 48 hours after such electronic communication is sent to receiving party), 2) facsimile transmission using equipment that provides automatic verification of transmission; 3) hand delivery, including by a recognized courier service; or 4) registered or certified mail, postage prepaid, return receipt requested. Notices under the Agreement to Manager or Provider shall be to email address or name and primary address. Notices under the Agreement to Healthways shall be to: Healthways Fitness and Health Provider Department, 1445 South Spectrum Blvd., Suite 100, Chandler, Arizona 85286.

Manager and Provider shall provide a minimum of ten (10) days' notice to Healthways in the event of a change in any of Manager or Provider information. Any party may alter the address to which communications or copies are to be sent by giving notice of such change of address in conformity with the provisions of this section for the giving of notice.

9. Miscellaneous.
 - a) Compliance with Federal and State Rules and Regulations. For the Term of this Agreement, Manager and Provider shall comply with all applicable federal and state rules and regulations regarding services provided to Members.
 - b) Priority of Documents. Any conflict, ambiguity or inconsistency between the terms and conditions in this Agreement, the Program Schedule, Work Orders, the Exhibits and any document referred to in or incorporated into this Agreement shall be resolved in accordance with the following decreasing order of priority: i) this Agreement; ii) the Work Orders, iii) Program Schedule; iv) the Exhibits; and v) such other referenced or incorporated documents.
 - c) Severability. Should any provision herein be determined by any court of competent jurisdiction to be illegal, invalid or unenforceable in any respect, in whole or in part, the offending provisions shall not affect the enforceability of the remaining provisions of this Agreement.
 - d) Amendment of Agreement to Comply with Law. Healthways, Provider and Manager acknowledge and agree that Healthways may amend this Agreement in order to comply with applicable law, by sixty (60) days' prior written notice to Manager and Provider, and that Manager or Provider may elect to withdraw his or her acceptance with regard to such amendment within such sixty (60) day period if such amendment would have a demonstrable material adverse effect on Manager or Provider. If Manager or Provider elects not to accept such amendment, this Agreement will terminate and each Party's obligations shall cease with regard to the other, except that Healthways shall be obligated to pay, within thirty (30) days of the effective date of termination, any unpaid amounts owed to Manager.
 - e) Applicable Law. The validity of this Agreement and of any of its terms and provisions, as well as the rights and duties of the Parties hereunder, shall be interpreted and enforced pursuant to and in accordance with the laws of the State of Tennessee.
 - f) Counterparts. This Agreement may be executed in any number of counterparts and by different Parties hereto in separate counterparts, with the same effect as if all Parties had signed the same document. All such counterparts shall be deemed an original, shall be construed together and shall constitute one and the same instrument.
 - g) Entire Agreement. This Agreement, together with any Exhibits, Work Orders and Schedules hereto, represents the entire understanding and agreement among the Parties with respect to the subject matter hereof and shall supersede any prior writings, understandings, or agreements among the Parties with respect to the subject matter hereof.

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- h) Modification. Unless specifically set forth in this Agreement, no alteration, amendment, waiver, cancellation or any other change in any term or condition of this Agreement shall be valid or binding on either Party unless the same shall have been mutually agreed to in writing by both Parties.
- i) Freedom to Contract. By signing below, Manager and Provider each certify that it is not bound by any other agreement (for example, a Non-Compete Agreement or a Confidentiality or Non-Solicitation Agreement) with a current or any previous employer which would disqualify or prevent Manager or Provider from entering into this Agreement.

IN WITNESS WHEREOF, the Parties have agreed as set forth above.

	_____ Name of Manager
_____ Signature	_____ Signature
Mary Jo Ferron _____	_____ Printed Name
Vice President, Fitness Programs _____	_____ Title
_____ Date	_____ Date

PROGRAM SCHEDULE

Program Brands: SilverSneakers® Fitness Program, SilverSneakers® Private Brand, and other brand names for the Mature Market Program; Forever Fit®, Prime® and Prime® PB, and other brand names for the Commercial Program. Additional Program Brands shall be communicated to Provider by Healthways from time to time.

Program Description: The Program is offered to Members of the Sponsoring Organization. The Program includes exercise classes, basic fitness membership services and other Healthways services; also included in the Program are all facets presented in the Duties and Obligations of Provider section of the Agreement.

1. Program Duties and Obligations of Provider. In exchange for the compensation to be paid by Healthways, Provider, and where relevant and noted, Instructor, shall perform the following services:
 - a) Program Implementation Process. To prepare for Program commencement, Provider agrees to participate in the following 1) coordination with Healthways of electronic reporting containing the required data elements; 2) Healthways-scheduled and led training; and 3) Healthways' evaluation of Provider to certify Provider's preparedness to provide Program.
 - b) Location of Services. Provider and Instructor shall ensure that the location at which Members receive services shall be free of hazards and pose no threat to any Member's health and safety. Services may not be provided at a private residence, with the exception of general use rooms located at community centers or group housing accommodations and upon prior approval from Healthways.
 - c) **Electronic Tracking Device. At all times during provision of services to Members, Instructor shall ensure that he or she is in possession of a mobile device which has online capability, to be utilized by Instructor to perform required administrative functions such as Member enrollment, eligibility checking, and utilization reporting.**
 - d) Program Enrollment. Instructor shall enroll Members in the Program in accordance with the protocol defined in the Reference Guide or other protocol mutually agreed between the Parties.
 - e) Reporting Obligations of Instructor. Instructor shall report Member utilization to Healthways, as directed by Healthways, within 48 hours of provision of services. Member utilization reporting shall consist of Member visits and activity for the month. A Member visit shall mean one distinct occasion, recorded by Instructor and reported to Healthways, during which the Member participates in a class provided by Instructor.
 - f) Instructor Training. Instructor is required to participate in Healthways training prior to commencement of the Program and as needed thereafter to ensure proper service for Members.
 - g) Instructor Qualifications. Instructor must 1) possess current CPR certification; 2) be eighteen years of age or older; and 3) either hold a two (2) or four (4) year degree in health, exercise science, recreation or physical activity related field; or hold a current license for the following: RN, LPN, LMT, LPT, RYT; or hold a nationally recognized instructor/trainer certification that is available to the general population and requires continuing education courses and CPR certification as criteria for recertification.
 - h) Background Check Release and Authorization. Provider hereby releases and authorizes Healthways to perform a criminal background check on Provider and Instructor(s) and understands that successful completion of the background check is a prerequisite to providing services under this Agreement. "Successful completion" of the background check shall be in Healthways sole discretion and failure of Provider to successfully complete the background check will immediately terminate this Agreement.
 - i) Guest Pass Program. Instructor shall provide Program services to persons presenting a Healthways guest pass. Properly documented guest visits will be counted the same as a Member visit for purposes of calculating Instructor's compensation.
2. Medicare and Medicaid Compliance. In recognition that Sponsoring Organization and its subcontractors may be obligated to comply with all applicable federal governmental regulations regarding services to members, including the rules and regulations of the Centers for Medicare and Medicaid Services (CMS), Provider agrees to comply with the following for services provided to Medicare and Medicaid members.

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- a) Compliance with Federal and State Laws. Provider acknowledges that payments made to Provider under this Agreement may be made from federal funds. Therefore, in connection with all services rendered under the Agreement, Provider agrees to comply with the requirements of the contracts between Healthways' customers and CMS (the "CMS Contracts"), and all applicable federal and state laws and regulations and CMS guidance and instructions, including, but not limited to all Medicare and Medicaid laws, such as the Medicare Modernization Act and the regulations contained in 42 CFR Parts 422 and 423; all applicable state and federal privacy and security requirements, including but not limited to the confidentiality, privacy and security provisions for health plans contained in the regulations found at 42 CFR 422.118 and 42 CFR 423.136; and all applicable laws, regulations and guidance designed to prevent fraud, waste or abuse of federal funds, including the False Claims Act (31 U.S.C. 3729 et seq.), the Anti-kickback statute (Social Security Act § 1128B(b)), and HIPAA administrative simplification rules (45 CFR Parts 160, 162, and 164).
- b) Right to Inspect. Provider acknowledges and agrees that the Department of Health and Human Services (HHS), the Comptroller General, or their designees, or any applicable state or federal governmental entity, or Sponsoring Organization, shall have the right to inspect, evaluate, and audit any pertinent contracts, books, documents, papers, and records involving transactions related to services provided under this Agreement to Medicare and Medicaid Members. Provider shall maintain accurate records of compliance with this Agreement ("Records") in accordance with recognized accounting and document retention practices and in a format that shall permit audit. Such Records shall be maintained by Provider for a period of ten (10) years following expiration or termination of this Agreement. This right to inspect shall extend for a period of ten (10) years from the termination date of the CMS Contracts (or applicable CMS Contract), or the date of completion of any audit in connection with the health plans, whichever is later. Provider will make its books and other records available in accordance with 42 CFR 422.504(i)(2) and 42 CFR 423.505(i)(2) and any other applicable laws and regulations. In the event Provider is unable to retain such records for ten (10) years, Provider shall provide the records to Healthways at the conclusion of this Agreement and Healthways will retain the records on behalf of Provider.
- c) External Review. Provider agrees to cooperate with all independent quality review and improvement organization activities required by CMS and/or Sponsoring Organization pertaining to the provision of services to Sponsoring Organization Members.
- d) Privacy/Confidentiality. Provider agrees to safeguard the privacy of any information that identifies a particular Sponsoring Organization Member in accordance with federal and state laws and Sponsoring Organization policy and to maintain Sponsoring Organization Members' records in an accurate and timely manner.
- e) Non-Discrimination. Provider agrees to not discriminate against any person because of race, sex, age, marital status, national origin, religion, color, citizenship, disability, health status, health insurance coverage or veteran status. As applicable, Provider agrees to 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 Americans With Disabilities Act; 4) The Rehabilitation Act of 1973; 5) Other laws applicable to recipients of federal funds; and 6) All other applicable laws and rules. This Agreement incorporates by reference and is subject to the following regulations of the Office of Federal Contract Compliance Programs, Department of Labor: 41 C.F.R. §60-1.4, Equal Opportunity Clause; 41 C.F.R. §60-250.5, Equal Opportunity Clause and Affirmative Action Clause for Special Disabled Veterans and Veterans of the Vietnam Era; 41 C.F.R §60-741.5, Equal Opportunity Clause and Affirmative Action Clause for Handicapped and Disabled Persons. Provider agrees not to discriminate against any Member on the basis of any factor that is related to health status, including, but not limited to the following: (1) medical condition, including mental as well as physical illness; (2) claims experience; (3) receipt of health care; (4) medical history; (5) genetic information; (6) evidence of insurability, including conditions arising out of acts of domestic violence; and (7) disability.
- f) Exclusivity. Provider agrees to an exclusive relationship with Healthways during the Term of this Agreement and for a period of one (1) year after the termination of the Agreement for all Medicare funded programs and services, and Provider will not contract with any health plan, insurance plan or third party to provide services that may compete in any way with the services being offered by Healthways.
- g) Exclusion of Certain Persons. Provider certifies that neither it nor any of its principals (officers, directors, owners, partners, key employees, principal investigators, researchers or management or supervisory personnel) (Principals) is presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in any federal grant, benefit, contract or program (including, but not limited to, Medicare and Medicaid) by any Federal department or agency. Provider agrees to provide immediate written notice to Healthways if it learns at any time that the certification herein was

erroneous when submitted or if, during the Term of this Agreement, it, or any of its Principals, is debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in any federal grant, benefit, contract or program. If subcontracting is permitted by the Agreement, Provider agrees that its subcontractors will comply with the foregoing covenant. Provider agrees that debarment, suspension, proposed debarment or suspension, ineligibility or exclusion of either party, or any of its principals or subcontractors, shall constitute cause for immediate termination of this Agreement. Provider further agrees to comply with all Federal anti-terrorism rules and regulations. Provider's signature below shall serve as certification that, to the best of Provider's knowledge, Provider 1) is not; 2) has not been designated as; 3) is not owned, affiliated, or controlled by; and 4) does not support, assist or aid a suspected terrorist organization or individual as defined by Federal law including, but not limited to, Executive Order 13224.

- h) Hold Harmless. With the exception of charges for services not covered under this Agreement, Provider shall in no event bill, charge, collect a deposit from, or hold liable Members or any applicable government agency, for any debts of Provider. In the event a Member provides payment to Provider for services provided pursuant to this Agreement, Healthways retains the right to deduct an equivalent amount from the compensation payable to Provider for the purpose of Member reimbursement. All obligations under this section shall survive the termination of this Agreement, regardless of the cause giving rise to such termination.
- i) Waiver of Claims and Indemnity. Unless caused by the gross negligence or intentional wrongdoing of Healthways, Sponsoring Organization, or any applicable government agency, Provider hereby waives and releases all claims against Healthways, Sponsoring Organization, and applicable government agency, and/or any of their respective officers, directors, shareholders, employees, or representatives, in respect of a Member participating in the Healthways Network, and Healthways, Sponsoring Organization, and government agency shall not be liable for injury to person or damage to property sustained by Sponsoring Organization's Members as a result of participation in any activities which may be undertaken in or sponsored by Provider, including, but not limited, to any accident, or from any occurrence, or act, or from negligence or omission on the part of Provider or any employee or agent thereof. Provider shall indemnify, defend, and hold harmless Healthways, Sponsoring Organization, Members, and applicable government agency and their respective officers, directors, shareholders, employees, and representatives, on a current basis, from any and all claims, demands, suits, liabilities, damages, obligations, and expenses (including without limitation reasonable attorneys' fees) arising out of or in any way related to any negligent act or other wrongful conduct by Provider under this Agreement, except to the extent caused by the gross negligence or intentional wrongdoing of Healthways, Sponsoring Organization, or applicable government agency.

Healthways and Provider agree that to the extent permitted by law, the Parties shall cooperate with one another in the defense of any claim arising from alleged tortious acts of their respective officers, shareholders, employees, or agents and to give one another written notice of any claims covered by this paragraph. All obligations under this section shall survive the termination of this Agreement, regardless of the cause giving rise to such termination, including, without limitation, insolvency of either party or breach of this Agreement.

- j) Professionally-Recognized Standards. Provider shall provide the Program to Sponsoring Organization Members in a manner consistent with quality assurance standards, the Reference Guide, and professionally-recognized standards of fitness and wellness programs.
3. Compensation. Healthways shall compensate Provider in accordance with each active Work Order. Payment shall be processed for direct deposit by Healthways by the last day of the month following the month in which Member visits occurred ("following month"). Payment for utilization received 48 hours after provision of services will be denied for non-timely filing and will not be eligible for reimbursement or appeal. Appeals must be brought to the attention of Healthways within thirty (30) days of receipt of payment; appeals brought at a later date will not be eligible for review.

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Addendum to

**Healthways Fitness and Health Manager and Provider Agreement
(Provider Consent)**

By its signature below, _____ [name of Provider] ("Provider") acknowledges that it has reviewed, understands and agrees to be bound by all of the terms and conditions of the Healthways Fitness and Health Manager and Provider Agreement ("Agreement") as if Provider was an original party to the Agreement. Provider shall be liable for its compliance and/or non-compliance with the terms of the Agreement.

This Addendum embodies the entire understanding among the parties relating to the subject matter hereof.

IN WITNESS WHEREOF, the Parties have agreed as set forth above.

AMERICAN HEALTHWAYS SERVICES, LLC



Signature

Joy Powell

Market President, Fitness Programs

5-18-2015

Date

Name of Manager

Signature

Printed Name

Title

Date

Name of Provider

Signature

Printed Name

Title

Date