



**GENERAL TERMS AND CONDITIONS OF PARTICIPATION
FOR KENTUCKY PROVIDERS IN THE WELBORN HEALTH PLANS NETWORK**

The Terms and Conditions of Participation for Providers have been prepared by Welborn Health Plans (WHP) in order to comply with Kentucky's Any Willing Provider statute as set forth in KRS 304.17A-270. WHP has prepared the Terms and Conditions to be in compliance with the Any Willing Provider statute because it is WHP's intent not to discriminate against any Kentucky provider who is located within the Kentucky geographical coverage area of WHP and is willing to meet the Terms and Conditions for participation as outlined below. The WHP Kentucky Service Area includes the counties of Union, Henderson, Daviess, Hancock, Breckenridge, Ohio, McLean, Webster, Hopkins, and Muhlenberg.

To meet the within Terms and Conditions of Participation, Provider must acknowledge and agree to the following:

1. That Provider will accept the reimbursement and other terms outlined in the WHP participating provider contract offered to the Provider, which may change from time to time based on changing business circumstances. All WHP contracts have been filed and approved by the Kentucky Department of Insurance.
2. That WHP has and will use capitation as a payment methodology from time to time for contracts awarded to Primary Care Physician (PCP) providers. That if Provider refuses to accept the proposed reimbursement, Provider must agree to waive any right to contract with WHP.
3. That WHP reserves the right to request that Provider demonstrate to WHP's satisfaction the ability to meet and sustain obligations set out in the participating provider contract.
4. That WHP can contract on an exclusive basis for any services, particular population, or products. That Provider must also accept inclusion in any exclusive arrangements if requested by WHP to do so or abide by WHP's decision to contract exclusively with other providers.
5. That if Provider renders services at multiple locations under one or more tax identification numbers, that Provider will participate at all of the locations.
6. That WHP may require, in its sole discretion, participation of any and all practices or facilities in which a provider has an ownership interest, including but not limited to, ambulatory surgical facilities, surgical suites, etc.
7. That Provider must disclose all ancillary services to WHP in which Provider has a direct or indirect ownership or other financial interest and to which Provider intends to refer, and must agree to abide by any and all WHP requirements and all statutes and regulations governing or prohibiting self-referrals. That Provider also must have no prior violations of fraud and abuse and self-referral standards. That Provider will not lease or share space, time, equipment, or staff from other provider practices or facilities and will not bill for those services.
8. That Provider demonstrates an ability to work on a cooperative basis with WHP, WHP members, other physicians, hospitals, health care facilities, and subordinates. That Provider must demonstrate a practice style and satisfactory history, which is consistent and compatible with operating within managed care plans.

9. That WHP evaluates member satisfaction based on survey data as well as member complaints, appeals and/or grievances and, therefore, WHP reserves the right to terminate or decline to execute an agreement with any provider who it, in its sole discretion, deems to have, actually or potentially, a negative impact on WHP member satisfaction. That this includes, but is not limited to, any action or communication which undermines or could undermine (i) the confidence in WHP, its members, potential members, employees, plan sponsors, third party administrators, regulatory agencies, public entities or any potential purchasers, or (ii) the effectiveness and quality of the WHP delivery system to provide optimal medical care to WHP members. That WHP's evaluation will also include assessment of Provider's overall practice history, including consideration of patient complaints, grievances or disputes with Provider of any kind by any patients.
10. That WHP, in its sole discretion, can determine if inclusion of Provider in the WHP network is likely to improve the overall efficiency and quality of member services and is consistent with WHP's determination of the member need levels. That WHP can also take into account the ability of its existing WHP provider network to meet its member needs in any particular geographic location.
11. That WHP determined that it is in the best interest of its members to add additional Providers to its network on an ongoing basis and will allow providers to join throughout the year.
12. That Provider will complete on a timely basis any and all new provider application forms, credentialing forms, and any additional information required or requested by WHP to determine that Provider complies with its terms and conditions, credentialing and recredentialing standards, and other factors deemed of importance to WHP. That WHP shall have the right to delegate and assign to any IPA, PHO, or other provider network with which WHP contracts, the authority and responsibility to perform credentialing and recredentialing and to apply the within or amended terms and conditions to Providers who are applying or reapplying for participation.
13. That Provider will be bound by all responses set out in the new provider application and other forms provided to Provider by WHP throughout the Provider's relationship with WHP.
14. That Provider will advise WHP promptly of any change or update related to any answer given by Provider. That Provider will certify that all information provided is true and accurate.
15. That all materials submitted to WHP by Provider, third parties, and by any employee, committee, counsel, or other entity which at any time and at any stage in the process of considering Provider under the within terms and conditions shall be confidential and privileged and shall not be subject to discovery subpoena or introduction into evidence by Provider.
16. That WHP shall have the right to use any information available concerning the provider, from any source. That WHP has the sole discretion to determine whether Provider meets the within Terms and Conditions. That the failure to meet any one of the terms and conditions shall be sufficient grounds for denial of Provider's participation by WHP.
17. That WHP shall have the complete discretion to waive for certain Providers the necessity of any pre-application and compliance with WHP's Terms and Conditions for participation for any or all of the following:
 - hospital based physicians – anesthesiologists, pathologists, radiologists, and emergency room physicians, who are affiliated with hospitals that have entered into contractual agreements with WHP
 - a Provider whose participation in WHP is deemed necessary for WHP to comply with federal or state laws or regulations
 - a Provider who, in WHP's sole discretion, is the sole provider of a service within a particular geographic area
18. That Provider must meet all credentialing and re-credentialing standards as outlined in the WHP Provider Manual, as amended from time to time, and incorporated herein by reference as fully as if set forth verbatim.

19. That Provider must review and agree to fully participate in and cooperate with WHP's quality and utilization management program as outlined and described in the WHP Provider Manual and contract. That the criteria includes, but is not limited to, the following:
 - Participation in chart review programs and periodic evaluations to ensure high quality, cost-effective services are delivered to members and are in compliance with all regulatory and accreditation requirements
 - Compliance with administrative procedures as set out in the WHP Provider Manual
 - Use of participating providers and facilities for provision of services
 - Maintenance of medical records in a current, detailed, organized, and comprehensive manner that is compliant with all regulatory requirements, including HIPAA
 - Submission of claims data in an electronic format as required by HIPAA and WHP
 - Compliance with all other WHP requirements as set out in its quality and utilization management programs
20. That Provider's physical office location where members access care must be in an appropriately zoned commercial area and cannot be within a residential home.
21. That Provider must provide access to WHP members within certain quality standards as determined by WHP, within its sole discretion, including, but not limited to, the following:
 - Providing timely appointments to members for urgent, routine, and preventative care
 - Providing after hours and emergency coverage 24 hours a day, seven (7) days a week. That, if necessary, Provider can meet the coverage requirement by making arrangements with other WHP participating providers to provide the necessary coverage for Provider as long as Provider notifies WHP and WHP approves the coverage arrangement
 - Facilitating access to services not available in the Provider's office and actively following up on member referrals
22. That Provider must also demonstrate to WHP satisfaction a practice history, which exhibits the ability to comply with such standards.
23. That Provider must meet the minimum standards of any site evaluation required by WHP and must maintain compliance throughout the contract period. That the site evaluation may include, but shall not be limited to, the following:
 - The site's physical accessibility and appearance
 - The site's risk management policies and procedures
 - The access and availability of medical services at the site to WHP members
 - The site's medical records administration and HIPAA compliance
 - The site's valid certification that it meets all requirements for regulated services and personnel
 - The site or facility's proper licensure and/or accreditation requirements, if applicable
 - The site's meeting applicable compliance requirements
24. That Provider has not been found by WHP to be a provider: (i) whose participation may affect adversely the health, safety, or welfare of any WHP member, or bring WHP and its network into disrepute; (ii) who has engaged in or acquiesced to or is engaging in or acquiescing in any act of bankruptcy, receivership, or reorganization; (iii) who is being investigated for or has been found to be inaccurate or fraudulent in the submission of any claims or credentialing materials to WHP or any other payors; or (iv) who has lost its authority or ability to do business, including a loss of any limited segment business.
25. That Provider must have no history of Medicare, Medicaid, licensure or other type of regulatory investigations or sanctions, which are not explained to WHP's satisfaction.

26. That WHP reserves the right to change its Terms and Conditions based upon the competitive needs of WHP, changes in legal and accreditation standards, and other factors deemed appropriate by WHP. That WHP may grandfather existing contracted providers into its network if WHP, in its sole discretion, deems the change to be an enhancement in member services.
27. That the foregoing terms and conditions are subject to change based upon the competitive needs of WHP, changes in legal and accreditation standards, and other factors deemed appropriate by WHP in its sole discretion. That each term and condition shall stand on its own and a finding that one term and condition is invalid shall not affect the validity of other terms and conditions.
28. That any changes in terms and conditions shall only be applied on a prospective basis to providers about whom decisions are made after the effective date of the changes.
29. That Provider shall have the burden of establishing compliance with all of the within terms and conditions.
30. That Provider will waive any claim against WHP for denial of participation in the WHP network. That Provider will also waive any claim for damages for any good faith action taken by WHP or its employees, any person who is a participant in the WHP network, or any person who furnishes information or professional counsel to any committee or board which is duly constituted by WHP to perform the designated function of reviewing the provider for compliance with these terms and conditions.
31. That Provider may terminate the WHP participating provider agreement upon a material breach of the contract by WHP that has not been cured within thirty (30) days after delivering proper notice.
32. That failure to comply with these Terms and Conditions and/or the WHP participating provider contract may result in termination from the WHP network.