Credentialing Packet 2015

Facility Requirements:

- Primary Billing Office Information
- Business Owner Attestation and Disclosure
- Dispensing Facility Information Page(s) or Office Roster
- Signed Provider Agreement
- Business Licenses
- Certificate of Professional (Malpractice) Liability Insurance
  - Required Coverage Limits - $1,000,000 per occurrence $3,000,000 aggregate
  - All professionals must be covered
  - AHB to be named as certificate holder
- Current W-9
- Direct Deposit Form (not required)

Professional Requirements:
(for each Audiologist or Hearing Aid Specialist/Dispenser)

- Professional Application
- Signed Professional Attestation
- Copy of Professional License(s)
- Copy of Government Issued ID

Submission of this application and responses does not guarantee acceptance into network.

American Hearing Benefits, Inc.
Attn: AHB Credentialing
6700 Washington Avenue South • Eden Prairie, MN 55344 • 800-769-0913
credentialing@americanhearingbenefits.com • Fax: 952-947-4915
# AHB Facility Application

## Primary Billing Office Information

*All payments and remits will be forwarded to this location*

<table>
<thead>
<tr>
<th>STARKEY HEARING TECHNOLOGIES SALES REP.</th>
<th>Initial Credentialing</th>
<th>Renewing Credentials</th>
<th>DATE:</th>
</tr>
</thead>
</table>

**LEGAL BUSINESS NAME** (as reported to the IRS): 

**DOING BUSINESS AS:** 

**TAX ID NUMBER:** 

**ENTITY TYPE:** 

- [ ] Individual  
- [ ] Partnership  
- [ ] Corporation  
- [ ] Other: ___________________________  

**STATE OF INCORPORATION:** 

**DATE OF INCORPORATION:** 

**DO ALL LOCATIONS OPERATE UNDER SAME TIN?**  

- [ ] Yes  
- [ ] No  

**ADDRESS:** 

**CITY:** 

**COUNTY:** 

**STATE:** 

**ZIP:** 

**PHONE NUMBER:** 

**FAX NUMBER:** 

**BUSINESS EMAIL:** 

**ORGANIZATIONAL NPI:** 

**PROFESSIONAL INSURANCE POLICY NUMBER:** 

**STARKEY HEARING TECHNOLOGIES ACCOUNT NUMBER:** 

**PRIMARY BRAND:** 

---

**OWNER’S NAME:** 

**PHONE NUMBER:** 

**FAX NUMBER:** 

**EMAIL:** 

---

**ALTERNATE DECISION MAKER:** 

**PHONE NUMBER:** 

**FAX NUMBER:** 

**EMAIL:**
# Business Owner Attestation and Disclosure

Confidential Professional Information

**THIS FORM MUST BE COMPLETED IN ITS ENTIRETY AND SIGNED BY THE BUSINESS OWNER**

<table>
<thead>
<tr>
<th></th>
<th></th>
<th>□ Yes □ No</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Is your office ADA compliant?</td>
<td>□ Yes □ No</td>
</tr>
<tr>
<td>2.</td>
<td>Is your practice HIPAA compliant?</td>
<td>□ Yes □ No</td>
</tr>
<tr>
<td>3.</td>
<td>Does your office comply with OSHA/CDC standards and those set by the profession for barrier control techniques, sterilization, infection control, and handling of hazardous materials and/or waste?</td>
<td>□ Yes □ No</td>
</tr>
<tr>
<td>4.</td>
<td>Has your business license ever been voluntarily or involuntarily relinquished, denied, restricted suspended or revoked? If yes, please give dates and details on separate sheet.</td>
<td>□ Yes □ No</td>
</tr>
<tr>
<td>5.</td>
<td>Has your current business ever been disciplined, reprimanded or fined by any state licensing agency or other authorizing agency that monitors healthcare providers? If yes, please give dates and details on separate sheet.</td>
<td>□ Yes □ No</td>
</tr>
<tr>
<td>6.</td>
<td>To your knowledge, are you the subject of an investigation by any licensing board or other state or federal investigative body as of the date of this form? If yes, please give dates and details on separate sheet.</td>
<td>□ Yes □ No</td>
</tr>
<tr>
<td>7.</td>
<td>Do you maintain professional liability/malpractice (errors &amp; omissions) coverage to at least the limits of $1 million per incident and $3 million aggregate? If yes, include a certificate of insurance.</td>
<td>□ Yes □ No</td>
</tr>
<tr>
<td>8.</td>
<td>In the past 5 years, has your business had any malpractice or professional liability suits settled, arbitrated, litigated or mediated? If yes, please give dates and details on separate sheet.</td>
<td>□ Yes □ No</td>
</tr>
<tr>
<td>9.</td>
<td>Has your business license ever been suspended, excluded, reprimanded or debarred from, or otherwise become ineligible to participate in any state or federal government programs, Medicare and Medicaid? If yes, please give dates and details on separate sheet.</td>
<td>□ Yes □ No</td>
</tr>
<tr>
<td>10.</td>
<td>Has your business license ever experienced a voluntary or involuntary termination, limitation, reduction, loss, denial or non-renewal of a professional membership or clinical privileges? If yes, please give dates and details on separate sheet.</td>
<td>□ Yes □ No</td>
</tr>
<tr>
<td>11.</td>
<td>Have you ever been convicted of a felony? If yes, please give dates and details on separate sheet.</td>
<td>□ Yes □ No</td>
</tr>
<tr>
<td>12.</td>
<td>Have you ever been named as a defendant and/or convicted of any criminal offense related to the provision of healthcare items or services? If yes, please give dates and details on separate sheet.</td>
<td>□ Yes □ No</td>
</tr>
</tbody>
</table>

I certify that the information provided within the AHB credentialing packet is complete and accurate to the best of my knowledge. I acknowledge that my eligibility to become a participating business entity within the AHB network is contingent upon the approval of the information provided within the AHB credentialing packet. I agree to notify AHB within ten (10) business days of any changes to the status of my business licensure and/or professional liability coverage. I certify my offices are compliant with CDC/OSHA standards for infection control and ADA accessibility standards. I understand that my application may require AHB 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.

**OWNER SIGNATURE:**

**DATE:**

**PRINTED NAME:**
AHB Facility Application

Dispensing Facility Information
(Provide one copy of this page for each dispensing location, or submit a separate list with the required information)

<table>
<thead>
<tr>
<th>BUSINESS NAME:</th>
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<tbody>
<tr>
<td>ADDRESS:</td>
</tr>
<tr>
<td>CITY:</td>
</tr>
<tr>
<td>PHONE:</td>
</tr>
<tr>
<td>BUSINESS EMAIL:</td>
</tr>
<tr>
<td>ORGANIZATIONAL NPI:</td>
</tr>
<tr>
<td>TAX ID NUMBER:</td>
</tr>
<tr>
<td>CONTACT NAME:</td>
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<tr>
<td>CONTACT EMAIL:</td>
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</table>

Please list all professionals credentialing to this office:

<table>
<thead>
<tr>
<th>PROFESSIONAL:</th>
<th>ROLE:</th>
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<tbody>
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<td>PROFESSIONAL:</td>
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</table>
**AHB Professional Application**

ONE FORM MUST BE FILLED OUT FOR EACH HEARING PROFESSIONAL. SUBMISSION OF THIS APPLICATION AND RESPONSES DOES NOT GUARANTEE ACCEPTANCE INTO NETWORK.

<table>
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<td>Initial Credentialing</td>
<td></td>
<td>Renewing Credentials</td>
<td></td>
<td></td>
</tr>
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</table>

**NAME:**

**TITLE:**

**MAIDEN/FORMER/OTHER NAME(S):**

**CITIZENSHIP:**

**DATE OF BIRTH:**

**BIRTHPLACE:**

**PHONE NUMBER:**

**FAX NUMBER:**

**EMAIL:**

**INDIVIDUAL NPI NUMBER:**

**MEDICAID PROVIDER NUMBER:**

**MEDICARE PROVIDER NUMBER:**

<table>
<thead>
<tr>
<th>LICENSE NUMBER:</th>
<th>STATE:</th>
<th>EXPIRATION DATE:</th>
</tr>
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</tbody>
</table>

**LICENSE TYPE:**

- □ HIS
- □ HAD
- □ Au.D.
- □ CCC-A
- □ ENT
- □ HIS-BC
- □ HAD-BC
- □ Audiologist

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- □ Au.D.
- □ CCC-A
- □ ENT
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Please list all offices to which you are credentialing:

**DISPENSING LOCATION: (NAME AND ADDRESS)**

**DISPENSING LOCATION: (NAME AND ADDRESS)**

**DISPENSING LOCATION: (NAME AND ADDRESS)**

**DISPENSING LOCATION: (NAME AND ADDRESS)**
### Professional Attestation and Disclosure

**Confidential Professional Information**

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<tbody>
<tr>
<td>1.</td>
<td>Do you speak languages other than English? If yes, please list in space below.</td>
</tr>
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<td>2.</td>
<td>Has your professional license ever been voluntarily or involuntarily relinquished, denied, restricted, suspended or revoked? If yes, please give dates and details on separate sheet.</td>
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<td>8.</td>
<td>Have you ever resigned a license or position under threat of disciplinary action? If yes, please give dates and details on separate sheet.</td>
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**HEARING PROFESSIONAL SIGNATURE:**

**DATE:**

**PRINTED NAME:**
STARKEY HEARING BENEFITS AGREEMENT
(Discount Programs – Payor Plans)

This Starkey Hearing Benefits Agreement ("Agreement") is entered into this ____ day of, _______ 201_, ("Effective Date") by and between _______________________________________________ (the "Business") and American Hearing Benefits, Inc., an Ohio corporation, d/b/a Starkey Hearing Benefits ("SHB") (individually “Party” and collectively, the “Parties”).

RECITALS

1. SHB contracts with various companies to provide employees and members of such companies with discounted hearing aid products and services through the SHB discount program (the “SHB Program”).

2. The companies include insurance carriers, self-insured employers and workers’ compensation programs (collectively, “Payor Plans”). With respect to Payor Plans, an insurance carrier or employer (“Payor”) pays for the discounted products and services on behalf of covered employees.

3. The companies also include associations, unions and similar affinity groups (collectively, “Discount Programs”). With respect to Discount Programs, the members of such organizations pay for the discounted products and services (also referred to in the industry as “private pay”).

4. When used in this Agreement, the term “Contractors” shall mean both Payors and Discount Program organizations.

5. Payor employees and Discount Programs members (collectively, the “SHB Patients” or “Patients”) are entitled to receive hearing health care services (audiology diagnostic services and hearing aid fitting, evaluation and dispensing services) ("Services"), and hearing health care products (hearing aids, earmolds, remote controls, SurfLink, and related products) ("Products"), through the SHB Program (subject to the terms and conditions in the separate agreements between SHB and the Contractors).

6. SHB maintains a network of retail hearing health care businesses (the “Network”) to provide such Services and Products to Patients on behalf of SHB as non-exclusive agents of SHB.

7. Business employs or contracts with hearing health care professionals (audiologists, licensed dispensers and/or otolaryngologists) (“Hearing Professional[s]”) who are qualified and licensed to provide Services and Products to consumers, and Business desires to join the SHB Network to provide such Services and Products to Patients as a non-exclusive agent of SHB.

______________________________

1 SHB is a wholly owned subsidiary of Starkey Laboratories, Inc. (“Starkey”), a Minnesota corporation.
The Parties covenant and agree as follows (including the provisions in the Recitals):

**AGREEMENT**

Exhibit A – HIPAA Business Associate Agreement

1) **SERVICES AND PRODUCTS TO SHB PATIENTS**

   a) **Services and Products.** Business shall provide Services and Products (collectively, “Covered Services”) to SHB Patients in accordance with the terms and provisions of this Agreement including the exhibit, which is incorporated into this Agreement by reference.

   b) **Fee Schedule.** Business agrees to provide Covered Services in accordance with this Agreement and all other SHB Network policies and procedures as updated by SHB from time to time. Business agrees to accept the rates set forth in the separate “Covered Services Fee Schedule” (or “Fee Schedule”) as full compensation for providing Covered Services to Patients as SHB’s agent. SHB will make the most current Fee Schedule available to Business (Fee Schedules will be updated from time to time as new products are commercialized in the course of business).

   c) **Contractor Requirements.** Business understands and agrees that agreements between Contractors and SHB include specific terms and conditions with which all Businesses must comply, for example, several Contractors mandate that Covered Services be performed exclusively by an audiologist or otolaryngologist. Business further understands that from time to time a Contractor may require a limited selection of Businesses to provide Covered Services to its Patients. In such event, SHB may, in its sole discretion, select and assign certain Businesses to provide Covered Services to Patients of such Contractor excluding other contracted Businesses. Business understands and agrees that this Agreement does not guarantee Business access to each Contractor with which SHB has contracted.

   d) **Business Compliance.** Business understands and agrees that it shall be solely responsible for ensuring its Hearing Professionals comply with this Agreement, SHB Network policies and procedures, SHB credentialing requirements, and Contractor agreement provisions.

   e) **Sales Process; Fee Payment.** Business understands and agrees that the process described below (the “Sales Process”) shall be followed.

If the Patient is a **Discount Program member** then the Parties shall follow the Sales Process below:

1. SHB refers Patients to Business and may schedule initial appointment
2. Hearing Professional at Business tests Patient for hearing loss (and related diagnostic services), and, if appropriate, recommends a Product
3. Patient confirms intent to purchase the Product
4. Patient signs two (2) documents: (1) a purchase agreement with Business, and (2) a Bill of Sale with SHB\(^2\) (which references the Business’ purchase agreement)
5. Hearing Professional and Patient contact the SHB patient call center to finalize the Product recommendation
6. SHB ships the Product to Business
7. Hearing Professional fits Patient with the Product
8. During the fitting appointment, Hearing Professional, Patient, or both contact the SHB patient call center to collect payment from Patient for the Product
9. SHB pays the Fee to Business per the Fee Schedule approximately two (2) weeks after expiration of the Return Period

If the Patient is a Payor employee then the Parties shall follow the Sales Process below:

1. SHB refers Patients to Business; SHB may schedule initial appointment at Business; or Patient may contact Business directly
2. Hearing Professional at Business tests Patient for hearing loss (and related diagnostic services), and, if appropriate, recommends a Product
3. Patient confirms intent to purchase the Product
4. Patient signs one (1) document: a purchase agreement with the Business for a Product
5. Business forwards a copy of the purchase agreement to SHB
6. SHB ships the Product to Business
7. Hearing Professional fits Patient with Product
8. Business sends the required Fitting Confirmation Document signed by Patient and any other required documentation per Payor to SHB
9. Payor/TPA pays SHB for Products and Services on behalf of Patient
10. SHB offsets the Product price per contract provisions with Payor and pays the Fee to Business per the Fee Schedule\(^3\)

New Contractors are added routinely to SHB’s Program. The Sales Process set forth above is current as of the Effective Date. Changes may occur with respect to the Contractors and the contractual terms with SHB, and with SHB’s business model. Accordingly, SHB reserves all rights to revise the Sales Process as necessary from time to time during the term of the Agreement, and will advise Business of any such revisions, which will automatically amend and modify this Agreement without the requirements set forth in Paragraph 5 (c).

f) **Hearing Aid Returns.** Business shall permit any Patient to return any hearing aid product at any time for any reason within sixty (60) days of fitting, or within a longer period if required by applicable state law (the “Return Period”). Business shall notify SHB of such returns by forwarding a copy of the return receipt, and shall promptly forward the returned hearing aids to SHB. Upon receipt of the hearing aids, SHB will refund Patient the full cost of the hearing aids.

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\(^2\) SHB will provide Business with its standard Bill of Sale, which is intended to be used in conjunction with Business’ standard purchase agreement. Discount Program patients must receive and sign both a purchase agreement and Bill of Sale.

\(^3\) SHB is obligated to pay Business the Fee regardless of whether Payor/TPA pays SHB for the Covered Services.
Business may, in its discretion, charge Patients a non-refundable fee for Services rendered on and before the fitting date. For clarification, Business may not charge Patients any other non-refundable fees related to Covered Services under the SHB Program. Business understands and agrees that it is solely responsible to comply with all applicable local and state laws governing non-refundable fees, to clearly communicate with Patient regarding such fees (verbally and in the hearing aid purchase agreement), and to indemnify SHB and its affiliates from any claims or legal actions by Patients or governmental or licensing authorities related to non-refundable fees. Business is solely responsible to collect any such fees directly from Patient.

**g) Refitting and Follow up Services.** As further described in the Fee Schedule, Business shall provide each Patient with refitting and other necessary follow-up services for a period of twelve (12) months following the sale. These services shall be provided at no additional cost and shall be provided notwithstanding any termination of this Agreement, subject to the exception that Business may charge Patients additional fees for more than six (6) follow-up fittings during the 12-month period. For additional services and items that are not specific to the Product (e.g., additional diagnostic testing and replacement earmolds), Business agrees to apply Business’s usual and customary charge with any required discounts specified by SHB.

**h) Selling and Fitting Non-SHB Products.** For Patients referred to Business through the SHB Program, Business shall offer, demonstrate, fit and sell only SHB authorized Products except where Products offered through SHB cannot meet the medical needs of the Patient. In these instances, Business must contact SHB, provide information explaining why SHB Products cannot meet Patient’s medical needs, and obtain prior written permission to discuss non-SHB Products not covered under a Contractor agreement with the Patient. Business shall clearly communicate to Patients what Products and Services are Covered Services under the SHB Program, and that additional or different products and services are not Covered Services and will result in additional charges to Patients.

**i) Full Participation in SHB Program.** By signing this Agreement, Business understands and agrees that it is obligated to provide Covered Services to all Patients of all Contractors referred to Business through the SHB Program subject to the following exceptions and upon reasonable proof from Business: (1) Business is not qualified to do so because of its inability or failure to comply with the requirements described in this Agreement or in a Contractor contract (e.g., Business has no available audiologist if mandated by Contractor); or, (2) Business is a party to an existing contract with a Contractor that precludes Business from providing Covered Services to Patients of such Contractor under the SHB Program.

**j) Trademarks and Trade Names; Advertising Material.** SHB hereby grants Business with a limited license to use trademarks and trade names (the “Marks”) owned by SHB or Starkey solely in connection with Business’s provision of Covered Services to Patients under the SHB Program and only in the form and manner authorized by SHB. Upon termination of this Agreement for any reason, Business shall immediately and without notice discontinue using such Marks, the limited license shall automatically terminate, and upon SHB’s request, Business shall return or destroy all materials (including signage) bearing the Marks. Business is solely responsible to
ensure that all advertising and promotion of Covered Services is conducted in compliance with applicable state and local laws and regulations.

2) BUSINESS RESPONSIBILITIES

a) SHB Credentialing Requirements. During the term of this Agreement, Business shall ensure compliance by it and its Hearing Professionals with SHB’s credentialing and re-credentialing programs and requirements. Business shall maintain at all times, all licenses, certifications, and credentials specified under federal, state, and local law for Business and its Hearing Professionals. Business will make known to SHB all Hearing Professionals that may provide Covered Services to Patients and will ensure all such Professionals are fully credentialed by SHB no later than sixty (60) days after the Professional is made known to SHB. Covered Services performed by Hearing Professionals not fully credentialed within sixty (60) days of being made known to SHB may not be paid. Business shall provide proof of continuing education credits (“CEU”) if requested by SHB. Business shall provide to SHB annual evidence of license and certification renewal for Professionals.

b) Insurance. Business 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 Hearing Professionals, and Business shall supply to SHB evidence of such coverage annually.

c) Business – Patient Relationship. The Parties understand and agree that the provisions in this Agreement do not pertain to and do not control the professional and practical relationship between and among the Business, the Hearing Professional and the Patients. Nothing in this Agreement shall be interpreted to affect the legal, ethical or professional relationship between such parties.

d) Access to Records. Business shall retain and permit SHB, 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 Business to the extent that such records relate to any aspect of the Covered Services provided to Patients, 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, Business shall furnish copies of such books and records to SHB at no charge. Business shall provide access to and make available its premises, physical facilities and equipment to state and federal authorities for audit and compliance review purposes.

e) Non-interference with Contractor Contracts. During the term of this Agreement and thereafter indefinitely, Business shall not engage in any conduct that in any way causes any Contractor to alter, modify, or terminate its relationship with SHB.
f) **Quality Improvement Review.** Business shall participate in and fully cooperate with any quality improvement review implemented by SHB, any Contractor, or any independent quality review and improvement organization with which a Contractor contracts.

g) **Covered Services Dispensing/Audiology Obligations.** Business acknowledges and agrees that it shall be solely responsible for ensuring that all Covered Services, in particular (but without limitation), hearing aid products, are provided to Patients by qualified Hearing Professionals 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 of delivery, and notification of return rights.

h) **Patient Care.** Business shall provide Covered Services to Patients in a culturally competent manner that is consistent with professionally recognized standards of care. Business shall provide Covered Services without discrimination in the access to, treatment of, or quality of service rendered to Patients on the basis of age, sex, marital status, sexual orientation, ethnicity, national origin, religion, health status, disability (mental or physical), or payment source.

i) **Patient Records; HIPAA Business Associate Agreement.** Business shall maintain in a timely manner detailed and accurate records of all Services performed for, and all Products sold to, Patients. Business shall ensure the confidentiality of such records and shall release such information only in accordance with state and federal law. The Parties shall comply with the provisions set forth in the HIPAA (Health Insurance Portability and Accountability Act) Business Associate Agreement (“BAA”) attached hereto as Exhibit A.

j) **Non-Disparagement.** Business agrees that during the term of this Agreement neither Business nor its Hearing Professionals shall, in any communications with the press or other media, or with any Patient, customer, client or supplier of SHB, or any SHB affiliates, criticize, ridicule, or make any statements which disparage or are derogatory of SHB, SHB employees, the SHB Program or its affiliated companies, e.g., Starkey.

k) **Confidentiality.** In the performance of its obligations under this Agreement, Business may receive or otherwise have access to SHB’s proprietary business information, including, without limitation, this Agreement, financial and fee information, forms, manuals, reports, standards, Contractor information and customer lists (collectively, “SHB Confidential Information”). Business and its staff shall at all times maintain the confidentiality of the SHB Confidential Information and shall not, except as necessary to perform its obligations under this Agreement, as specifically authorized in writing by SHB, or as otherwise required by law, reproduce any SHB Confidential Information or disclose or provide any SHB Confidential Information to any person.

l) **Non-Diversion; Non-Solicitation of SHB Patients; Penalty.** Business shall not bill or accept payments from any SHB Patient for Covered Services except through SHB unless such Patient is determined to be ineligible for Covered Services. While this Agreement is in effect, and for a one
(1) year period after termination for any reason, Business shall not directly or indirectly solicit any SHB Patient or sell any hearing health care services or products that would otherwise be a Covered Service to an SHB Patient. “Solicitation” shall mean any action by Business through its Hearing Professionals, employees, agents or representatives that may reasonably be interpreted as designed to persuade or encourage any SHB Patient to receive hearing health care services and/or products that would otherwise be a Covered Service from Business. SHB has the right to audit Business’s records upon reasonable notice to ensure compliance with this provision and at a mutually convenient date and time. If Business breaches this subsection (l), a penalty in the amount of $500 per ear shall become immediately due and owing by Business to SHB, and shall be paid within five (5) business days from SHB’s request for payment.

3) TERM AND TERMINATION

a) Term. This Agreement shall become effective as of the Effective Date stated at the beginning of this Agreement, and shall remain in effect until terminated under this Section 3.

b) Termination. Termination of this Agreement shall mean that Business and its Hearing Professionals are removed from the SHB Network and SHB Patients will no longer be referred to Business for Covered Services. Upon termination, Patients will be directed to other SHB Businesses for Covered Services. Both Parties must comply with the terms of this entire Agreement until the effective date of termination. This Agreement may be terminated by the Parties as follows:

i. Either Party may terminate without cause upon ninety (90) day written notice to the other Party;

ii. Either Party may terminate with cause (which shall mean a material breach of either Party’s obligations under this Agreement) after providing the other Party with written notice specifying the nature of the alleged breach and providing thirty (30) days to cure (“Cure Period”). If the breach is not cured within the Cure Period to the reasonable satisfaction of the non-breaching Party, then the Agreement will automatically terminate without further notice; or

iii. Immediately, provided that both Parties consent in writing to termination.

c) Survival. The provisions in the following Sections shall survive termination of this Agreement: Section 1 (f) and (g) (both, for Products sold pre-termination); Section 2 (d) and (j) through (l); Section 4; and, Section 5.

4) INDEMNITY AND LIMITATION OF LIABILITY

a) Indemnity. In addition to Business’ indemnity obligations set forth in other provisions, SHB shall not be liable for any claims, injuries, demands, or judgments based upon negligence or alleged negligence, or any other grounds arising out of or related to the provision of Covered Services by Business (or its Hearing Professional) to any Patient. Accordingly, and to the extent allowed by law, Business shall indemnify and hold SHB 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.

b) LIMITATION OF LIABILITY. EXCEPT FOR ANY THIRD PARTY CLAIM DESCRIBED ABOVE IN SECTION 4 (a), NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, ARISING IN ANY WAY OUT OF THIS AGREEMENT.

5) MISCELLANEOUS

a) Relationship of Parties; Independent Contractors. The Parties understand and agree that Business is acting as SHB’s non-exclusive agent for the limited purpose of providing Covered Services to Patients through the employment of its Hearing Professionals and pursuant to the provisions in this Agreement. Neither Party is to be considered the agent of the other for any other purpose. It is understood that both Parties are independent contractors and engage in the operation of their respective businesses. Each Party is responsible for its own employees, e.g., Business is solely responsible for its Hearing Professionals, and the employees of one Party shall not be deemed to be the employees of the other Party for any purpose. None of the provisions of this Agreement are intended to create between Business and SHB any partnership, joint venture, employment, representative or any other relationship other than that of independent contractor.

b) 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.

c) Entire Agreement; Amendments. This Agreement constitutes this entire Agreement between SHB and the Business and shall not be altered or amended except as agreed in a written Amendment signed by both Parties.

d) Waiver of Breach. Waiver by either 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.

e) Disputes. In the event of a dispute between the Parties related to this Agreement, a representative with full authority from each Party shall confer in a mutually convenient manner and make a good faith effort to resolve the dispute. If this effort fails, the Parties will complete mediation in Minnesota within thirty (30) days after discussions cease. The cost of mediation will be shared equally. If mediation fails, either Party may file a lawsuit pursuant to subsection (f) below but not before expiration of a twenty (20) day cooling off period following completion of mediation.

f) Applicable Law; Jurisdiction. This Agreement shall be subject to and interpreted in accordance with the substantive and procedural laws of the State of Minnesota, without regard to principles of conflicts of laws. Any lawsuit shall be filed in the federal or state courts as applicable in the State of Minnesota and Business consents to jurisdiction in Minnesota.
g) **Notice.** 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, (or, if by email, upon acknowledgment of receipt) to the Parties at the addresses set forth below.

**SHB:**
American Hearing Benefits, Inc.
6700 Washington Ave. S.
Eden Prairie, MN 55344
Attention: Ryan Peterson, Credentialing Specialist
Email: ahbcredentialing@americanhearingbenefits.com

**Business:**

**h) Severability.** If any provisions or parts of provisions in this Agreement are held to be unenforceable, the remainder of this Agreement shall continue in full effect as allowed by law.

i) **Assignment.** Business shall not assign or transfer its rights, duties or obligations under this Agreement without the prior written consent of SHB.

j) **Third-Party Rights.** Unless specifically provided in this Agreement, the Parties have not created and do not intend to create any enforceable rights in or to any third-parties, including without limitation, Patients. Unless specifically provided in this Agreement, the Parties understand and agree that there are no third-party beneficiaries to this Agreement.

**IN WITNESS WHEREOF,** the Parties have executed this Agreement in the manner appropriate to each as of the Effective Date.

**Starkey Hearing Benefits (SHB)  Business**

<table>
<thead>
<tr>
<th>Starkey Hearing Benefits (SHB)</th>
<th>Business</th>
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<tbody>
<tr>
<td>[Signature]</td>
<td>[Signature]</td>
</tr>
<tr>
<td>Dan Quall</td>
<td>[Print Name]</td>
</tr>
<tr>
<td>Managing Director, Starkey Hearing Benefits</td>
<td>[Title]</td>
</tr>
</tbody>
</table>

9
This HIPAA Business Associate Agreement (the “Agreement”), is made and is effective as of the Effective Date of the Starkey Hearing Benefits Agreement (“Effective Date”), between American Hearing Benefits, Inc. as a wholly owned subsidiary of Starkey Laboratories, Inc. d/b/a Starkey Hearing Technologies (as the “Business Associate” herein) and Business (as the “Covered Entity” herein) (each a “Party” and collectively the “Parties”).

BACKGROUND

This Agreement sets forth the terms and conditions pursuant to which Protected Health Information that is created, received, maintained or transmitted by the Business Associate from or on behalf of Covered Entity (“PHI”), will be handled between the Business Associate and Covered Entity. The Parties are committed to complying with the Privacy Standards for Individually Identifiable Health Information (the “Privacy Rule”) and the Security Standards for electronic Protected Health Information (the “Security Rule”) under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and implementing regulations (the “HIPAA Rules”), as each is amended from time to time.

1. Definitions. Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms are defined in HIPAA and the HIPAA Rules.

1.1 Breach. “Breach” means the acquisition, access, use or disclosure of PHI in a manner not permitted by the Privacy Rule that compromises the security or privacy of the PHI.

1.2 Business Associate. “Business Associate” shall generally have the same meaning as the term “business associate” at 45 CFR 160.103, and in reference to the party to this Agreement, shall mean Starkey.

1.3 Covered Entity. “Covered Entity” shall generally have the same meaning as the term “covered entity” at 45 CFR 160.103, and in reference to the party to this Agreement, shall mean Company.

1.4 Protected Health Information. “Protected Health Information” or “PHI” has the meaning as set out in its definition at 45 CFR §160.103, limited to the information created, received, maintained or transmitted by Business Associate from or on behalf of the Covered Entity, and includes “Electronic Protected Health Information (“ePHI”) as defined in 45 CFR §160.103.
2. Permitted Uses and Disclosures by Business Associate

(a) Business Associate may only use or disclose PHI as necessary to perform the services set forth in any underlying services agreement between the Parties.

(b) Business Associate may use or disclose PHI as required by law.

(c) Business Associate agrees to make uses and disclosures and requests for PHI consistent with Covered Entity’s minimum necessary policies and procedures.

(d) Business Associate may not use or disclose PHI in a manner that would violate Subpart E of 45 CFR Part 164 if done by Covered Entity, except for the specific uses and disclosures set forth below.

(e) Business Associate may disclose PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of the Business Associate, provided the disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

(f) Business Associate may provide data aggregation services relating to the health care operations of Covered Entity.

(g) Business Associate may de-identify information in accordance with HIPAA standards and use such information for internal business purposes.

3. Obligations and Activities of Business Associate

Business Associate agrees to:

(a) Not use or disclose PHI other than as permitted or required by the Agreement or as required by law;

(b) Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to ePHI, to prevent use or disclosure of PHI other than as provided for by the Agreement;

(c) Report to Covered Entity any use or disclosure of PHI not provided for by the Agreement of which it becomes aware, including a Breach of unsecured PHI as required at 45 CFR 164.410, and any Security Incident of which it becomes aware;
(d) In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of Business Associate agree to the same restrictions, conditions, and requirements that apply to Business Associate with respect to such information;

(e) In the time and manner agreed upon by Covered Entity and Business Associate, make available PHI in a designated record set to Covered Entity as necessary to satisfy Covered Entity’s obligations under 45 CFR 164.524;

(f) In the time and manner agreed upon by Covered Entity and Business Associate, make any amendment(s) to PHI in a designated record set as directed or agreed to by Covered Entity pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy Covered Entity’s obligations under 45 CFR 164.526;

(g) Maintain and, in the time and manner agreed upon by Covered Entity and Business Associate, make available the information required to provide an accounting of disclosures to Covered Entity as necessary to satisfy Covered Entity’s obligations under 45 CFR 164.528;

(h) To the extent the Business Associate is to carry out one or more of Covered Entity’s obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to Covered Entity in the performance of such obligation(s); and

(i) Make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.

4. **Privacy Practices and Restrictions**

Covered Entity shall notify Business Associate of any (i) limitation(s) in the notice of privacy practices of Covered Entity under 45 CFR 164.520; (ii) changes in, or revocation of, the permission by an individual to use or disclose his or her PHI; or (iii) restriction on the use or disclosure of PHI that Covered Entity has agreed to or is required to abide by under 45 CFR 164.522; the extent that such limitation, change or restriction may affect Business Associate’s use or disclosure of PHI. Covered Entity represents that it has obtained all necessary authorizations, if any, for the use or disclosure of PHI to enable Business Associate to perform services for or on behalf of Covered Entity.

5. **Term and Termination**

5.1 **Term.** This Agreement shall become effective on the Effective Date and shall continue in effect until the termination of the underlying business relationship or it is terminated as set forth in this Section 5, whichever is sooner.
5.2 **Termination by Covered Entity.** Business Associate authorizes termination of this Agreement by Covered Entity, if Covered Entity determines Business Associate has breached a material term of the Agreement and Business Associate has not cured the breach or ended the violation within 30 calendar days of such written notice.

5.3 **Termination by Business Associate.** If Business Associate reasonably believes that Covered Entity has breached a material term of this Agreement, Business Associate shall provide thirty (30) days’ notice of its intention to terminate this Agreement. Business Associate will cooperate with Covered Entity to find a mutually satisfactory resolution to the matter prior to terminating.

5.4 **Effect of Termination.** Upon termination of this Agreement for any reason, Business Associate, with respect to PHI received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, shall:

(a) Retain only that PHI which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;

(b) Return to Covered Entity or destroy the remaining PHI that the Business Associate still maintains in any form;

(c) Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to ePHI to prevent use or disclosure of such PHI, other than as provided for in this Section, for as long as Business Associate retains the PHI;

(d) Not use or disclose the PHI retained by Business Associate other than for the purposes for which such PHI was retained and subject to the same conditions set out in Section 2 which applied prior to termination; and

(e) Return to Covered Entity or destroy the PHI retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

5.5 **Survival.** The obligations of Business Associate under this Section shall survive the termination of this Agreement.

6. **Miscellaneous**

6.1 **Amendments; Waiver.** This instrument sets forth the entire understanding and agreement of the parties as to the subject matter of this Agreement. This Agreement may be changed or modified only by an agreement in writing signed by both parties. Any waiver
of any term of this Agreement or the breach of any of its provisions shall not operate or be construed as a waiver of any other or subsequent failure of strict performance.

6.2 **No Third Party Beneficiaries.** Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the Parties and the respective successors or assigns of the Parties, any rights, remedies, obligations, or liabilities whatsoever.

6.3 **Notices.** All notices required under this Agreement shall be in writing, addressed to the other party at the address indicated in this Agreement, (or at such other address as either party may designate by proper written notice to the other party). Notices may be delivered by hand or sent by facsimile transmission or certified mail, return receipt requested. Notices shall be effective upon receipt. Notices sent by mail shall be deemed received on the date of receipt indicated by the return verification provide by the U.S. Postal Service.

6.4 **Interpretation.** Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy Rule and Security Rule.
### MAILING ADDRESS (GENERAL)

<table>
<thead>
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<th>Name</th>
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| Address             |_________________________________________________________________
| Address             |_________________________________________________________________
| City                |_________________________________________________________________
| State               |___
| Country             |_________________________________________________________________
| Zip                 |____________________
| Currency type       |____________________
| Tax ID              |_________________________________________________________________

### CONTACT INFORMATION

| Contact Name        |_________________________________________________________________
| Email Address       |_________________________________________________________________
| Phone               |_________________________________________________________________
| Fax                 |_________________________________________________________________

### FINANCIAL INSTITUTION INFORMATION

| Company Name on Bank Account |_________________________________________________________________
| ABA Routing Number           |_____ _____ _____ _____ _____ _____ (Must be 9-digit Number)        |
| Bank Swift or BIC Number     |_________________________________________________________________
| Bank Account Number          |_________________________________________________________________
| Financial Institution Name   |_________________________________________________________________
| Street Address               |_________________________________________________________________
| City, State, Zip             |_________________________________________________________________
| Type of Account:             | Checking ____  Savings ____                                    |
| Electronic Payment Notification Email address: |__________________________|

Authorization to make (EFT) Electronic Fund Payments

VENDOR acknowledges and agrees that the terms and conditions of all agreements or purchase orders with American Hearing Benefits concerning the methods and timing of payments for goods and/or services shall be amended as provided herein. VENDOR will notify American Hearing Benefits of any changes in depository financial institution or other payment instructions 15 days in advance.

| Name (Please Print) |_________________________________________________________________
| Telephone Number    |_________________________________________________________________
| By (Authorized Signature) |_________________________________________________________________
| Date:               |_______________________________________________________________|

For Internal Use Only:

| Vendor Number       |______________| Terms ____________| Supplier Classification |______________|