

PROGRAM TERMS AND CONDITIONS

Please read these Reimbursement Terms and Conditions (“**Terms**”) carefully before submitting for reimbursement. By submitting for reimbursement with Complex Trauma Initiative Inc. (“**CTI**”), Payee is agreeing to be responsible for and being bound by these Terms.

1. Definitions

- a. **Client** being the individual receiving the Covered Service for which CTI is providing reimbursement.
- b. **Payee** being the person or organization who will receive reimbursement from CTI. This may or may not be the same individual as the Treating Clinician
- c. **Treating Clinician** being the licensed clinician providing the Covered Service directly to the client. This may or may not be the same individual as the Payee.
- d. **Covered Service** being the service provided by the Treating Clinician directly to the Client for which reimbursement is being requested.

2. Expiration

This agreement expires once CTI has reimbursed Payee for ____ Covered Services or as of ____ whichever comes first. Reimbursement requests for Covered Services submitted more than thirty (30) days after Expiration will be rejected, regardless of the date of the Covered Service. Payee is responsible for keeping track of the expiration.

3. Payee Requirements

Before submitting for reimbursement from CTI, Payee shall certify and/or provide the following:

- a. The Treating Clinician meets all requirements as specified in Section 4.
- b. An Application for Services provided by CTI has been completed and submitted to CTI.
- c. The Treating Clinician providing the Covered Service is the same as the Treating Clinician listed on the Application for Services.
- d. Requisite Release of Information forms from client authorizing the release of protected health information to CTI for the purposes of verification that Covered Services requirements have been met as specified in Section 6.
- e. Payee shall provide CTI with the Payees’ Tax ID number. CTI will submit an IRS Form 1099 annually to the IRS with the total reimbursement provided to the Payee for Covered Services for that tax year.

4. Treating Clinician Requirements

b. Treating Clinician shall hold a valid and current license in the jurisdiction in which Treating Clinician is rendering services and for which Payee is seeking reimbursement from CTI.

c. Treating Clinician shall have completed a minimum of Level I “The Complexities of Complex Trauma” course offered by the International Society for the Study of Trauma and Dissociation (“ISST-D”).

d. Treating Clinician shall have completed a minimum of Level I – “The Complexities of Complex Trauma” of International Society for the Study of Trauma and Dissociation (“ISST-D”) “Professional Training Program”.

5. Client Requirements

The client is diagnosed, by the Treating Clinician, with Complex Post Traumatic Stress Disorder as defined by the International Classification of Diseases VII.

6. Covered Service Requirements

a. Payee may only seek reimbursement from CTI for a Covered Service if the Covered Service was actually performed by the Treating Clinician listed on the Application for Services.

b. Payee may not seek reimbursement from CTI for missed or cancelled sessions or for more than one (1) Covered Service per calendar day.

c. The treatment is materially compliant with applicable laws and the reimbursement conditions put in place by CTI from time-to-time

7. Payee Certification

By submitting for reimbursement from the CTI for Covered Services, the Payee certifies that (a) all the information provided to CTI is true and accurate and (b) the requirements contained in Sections 3, 4, 5 and 6 of these Terms have been adhered to.

8. CTI Rights

a. CTI reserves the right to cease payments or reimbursements to Payee at any time for any reason or no reason.

b. CTI reserves the right to recover past payments or reimbursements from Payee at any time for reasons including, but not limited to, misrepresentations made to CTI by Payee or

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Treating Clinician, false information provided to CTI by Payee or Treating Clinician, and fraudulent activity or gross negligence on the part of the Payee or Treating Clinician.

c. CTI shall have the right, but not the obligation, to request medical and billing records from Payee for client involved in each Covered Service.

d. CTI shall have the right, but not the obligation, to perform an audit of Clients' records with regard to Covered Services. Payee agrees to comply with CTI's reasonable request for such audit.

7. Indemnification; Release and Hold Harmless

Payee agrees to defend, indemnify and hold harmless CTI (including its attorneys, agents, servants, affiliates, successors and assigns) from and against any issues, disputes, claims, damages, liabilities, losses and expenses (including reasonable counsel fees) of any kind or nature whatsoever, including any third party claims (“Losses”) which may or have been sustained or suffered by CTI arising from or related to, directly or indirectly, and whether foreseeable or unforeseeable, the Covered Service conducted by Payee and/or Treating Clinician or those working under Payee and/or Treating Clinician, the Covered Services, these Terms and any other business relationship between Payee and CTI.

9. Governing Law

These Terms shall be governed by the laws of the Commonwealth of Massachusetts, United States of America, without regard to its choice of law provisions or those of any other state, territory, province, jurisdiction or country. By submitting for reimbursement from CTI, Payee agrees to the exclusive jurisdiction of courts within Commonwealth of Massachusetts, United States of America.

10. Arbitration

PAYEE HEREBY AGREES THAT, UNLESS OTHERWISE SPECIFICALLY REQUIRED BY LAW, ANY AND ALL DISPUTES, AND LEGAL AND EQUITABLE CLAIMS ARISING BETWEEN PAYEE AND CTI WHICH RELATE TO ANY PAYMENTS OR REIMBURSEMENTS PROVIDED BY CTI (EXCEPT FOR DISPUTES OR CLAIMS REGARDING CONFIDENTIALITY OBLIGATIONS, MISAPPROPRIATION OF INTELLECTUAL PROPERTY OR OTHER CLAIMS FOR EQUITABLE RELIEF), SHALL BE SUBMITTED TO BINDING ARBITRATION IN BOSTON, MASSACHUSETTS BEFORE A SINGLE JUDICIAL ARBITRATION AND MEDIATION SERVICES, INC. (“JAMS”) ARBITRATOR IN ACCORDANCE WITH THE RULES OF JAMS. PAYEE FURTHER AGREES THAT UNLESS OTHERWISE EXPRESSLY AGREED UPON BY PAYEE AND CTI, SUCH ARBITRATION PROCEEDING SHALL NOT EXTEND BEYOND THREE (3) DAYS. NOTHING SET FORTH IN THESE TERMS SHALL BE DEEMED TO PREVENT PAYEE OR CTI FROM COMMENCING ACTION IN A COURT OF COMPETENT JURISDICTION IF PAYEE OR CTI IS SEEKING INJUNCTIVE OR OTHER EQUITABLE RELIEF. IF PAYEE COMMENCES ARBITRATION HEREUNDER OR ANY LITIGATION IN VIOLATION OF

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THE TERMS HEREOF, AND FAILS TO PREVAIL, THE PAYEE SHALL BE LIABLE FOR ALL REASONABLE COSTS AND EXPENSES OF THE ARBITRATION OR LITIGATION, INCLUDING WITHOUT LIMITATION THE FEES OF THE ARBITRATOR AND LEGAL COUNSEL TO ALL PARTIES, AND WITNESS FEES OF ALL PARTIES TO THE PROCEEDING.

11. Opportunity to Consult with Legal Counsel

By submitting for reimbursement from CTI, Payee is acknowledging the opportunity to consult with Payee's own legal counsel prior to agreeing to these Terms and having read, understood and agreeing to these Terms with the intent to be legally bound.

12. Notices

All notices, demands, requests, and other communications to Payee shall be sent by electronic mail to the address provided with payment.

13. Severability

If any part of these Terms is determined to be invalid or unenforceable pursuant to applicable law, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the Terms will continue in effect.

14. Amendments

CTI reserves the right to unilaterally amend, modify or replace these Terms without prior notice to Payee and, Payee agrees to observe and otherwise fully comply with the amended, modified or replacement Terms upon receipt of notice of same.