

ACUPLAN HAWAII
MEMBERSHIP AGREEMENT

This Agreement is made effective the _____ day of _____ by and between
_____ (the Practitioner) and AcuPlan Hawaii (AcuPlan)

RECITALS

- A. The Practitioner has applied for membership in AcuPlan, and AcuPlan is willing to admit the Practitioner as a member upon the terms and conditions set forth below.
- B. The Practitioner will be given the opportunity to participate from time to time in various programs and services offered by AcuPlan to its members.
- C. The Practitioner desires to participate in and to receive the benefits of such programs and services.

NOW THEREFORE, in consideration of the premises and the mutual promises and undertakings herein contained, the parties hereby agree as follows:

1. Membership. The Practitioner is hereby admitted as a member of AcuPlan. The membership status of the Practitioner shall be subject to review from time to time, including on an annual basis, by the Board of Directors of AcuPlan (the "Board of Directors" or the "Board") or any committee of the Board charged with such purpose, to determine whether the Practitioner has continued to comply with the criteria for membership in AcuPlan, in accordance with the provisions of this Agreement and AcuPlan's By-Laws.
2. Term: termination. The term of this Agreement shall commence as of the effective date hereof _____. This Agreement shall be extended for successive one (1) year renewal terms on the same provisions as in the original term, unless either party, by at least sixty (60) days prior to the scheduled termination date of any term, sends written notice to the other party of his/its intention to terminate this Agreement as of scheduled termination date. Notwithstanding anything to the contrary herein contained, this Agreement shall terminate on the first to occur of the following:
 - a. Upon the death or permanent disability of the Practitioner
 - b. Upon the dissolution or other termination of business activities of AcuPlan
 - c. By either party, upon material default by the other party of his/its obligations under this Agreement, if the default remains uncured for more than ten (10) days after the

- d. party gives written notice of such default, or
 - e. Upon the final determination by the Board that the Practitioner does not meet the criteria for membership in AcuPlan.
 - f. In the event of any termination of this Agreement, the Practitioner's membership in AcuPlan shall automatically terminate as of the effective date of the termination hereof.
3. Effect of Termination. Upon termination of this Agreement, as herein above provided, at the option of AcuPlan to be exercised by written notice to the Practitioner, the Practitioner shall continue to be liable for obligations, promises or covenants contained herein or in any agreements, including, but not limited to, provider agreements, entered into with third parties which AcuPlan negotiated, arranged, entered into or obtained for or on behalf of the members of AcuPlan, the term of which extend beyond the term of this Agreement.
4. Qualifications. To remain qualified as a member of AcuPlan, the Practitioner shall at all times during the term of this Agreement (i) Possess a valid license to practice the license must remain in good standing with the State of Hawaii. (ii) Maintain current malpractice insurance of \$1 million/\$3 million coverage. (iii) Pay annual dues. (iv) Must not be convicted of a felony or misdemeanor. (v) Must not have any disciplinary action taken against him/her by any licensing board related to the health profession. (vi) Adhere to binding agreements voted by the membership at large
5. Membership Responsibilities. As a member, the Practitioner hereby agrees to observe and perform the following membership responsibilities:
- a. Attend at least sixty (60) percent of the membership meetings per year.
 - b. Furnish, within the time period specified, responses to requests for information made by the Board, committee chairmen, officers of AcuPlan and consultants or advisors retained by AcuPlan.
 - c. Participate in programs and services offered to members by AcuPlan in accordance with the terms and conditions applicable thereto and otherwise support and further the goals, activities and purposes of AcuPlan.
 - d. Serve on the Board of Directors and/or such committees of AcuPlan as elected or appointed.
 - e. Participate as a provider in all health plans with which AcuPlan enters into provider agreements, either directly or on behalf of its members, pursuant to the terms of such provider agreements.

- f. Discharge the responsibilities and duties accepted from or on behalf of AcuPlan in accordance with the best interests of AcuPlan.
6. Articles and By-Laws. The Practitioner agrees to be bound by, observe and perform all provisions contained in the Articles of Incorporation and By-Laws of AcuPlan applicable to members as well as all rules, policies and procedures established from time to time by the Board.
7. Compliance with Laws. Each party shall comply with all laws, ordinances, rules and regulations of any federal, state or local governmental authority applicable to such party's performance under this Agreement.
8. Professional Liability Insurance: RESERVED
9. Membership Fees. Upon the execution of this Agreement, the Practitioner shall pay an initial membership fee to AcuPlan, which amount shall not be refundable. The practitioner may also be subject to payment of annual fees in such amounts as determined and assessed, from time to time, by the Board of Directors.
10. Non-Exclusivity. This Agreement shall not constitute an arrangement for exclusive dealing between the Practitioner and AcuPlan, and either party may enter into any agreement or arrangement with any other person or entity, including, but not limited to, physician-hospital organizations or independent physician associations.
11. Miscellaneous.
 - a. Complete Agreement; Amendment. This Agreement constitutes the entire agreement between the parties and supersedes all agreements, representations, warranties, statements, promises and understandings, whether oral or written, with respect to the subject matter hereof. This Agreement may not be amended, altered or modified except in writing signed by both parties
 - b. Notices Any notice, demand or other document required or permitted to be delivered hereunder shall be in writing and may be delivered personally or shall be deemed to be delivered when deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested, addressed to the parties at their respective address indicated below, or at such other addresses as may have theretofore been specified by written notice delivered in accordance herewith:

i. If to the Practitioner:

ii. If to AcuPlan

6508 Hawaii Kai Dr., Honolulu HI, 96825

- c. Waiver. No consent or waiver, express or implied, by a party or of any breach or default by the other party in the performance by such other party of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by such other party of the same or any other obligations of such other party hereunder. Failure on the part of a party to complain of any act or failure to act of the other party or to declare the other party in default, irrespective of how long such failure continues, shall not constitute a waiver by such party of its rights here under. The giving of consent by a party in any one instance shall not limit or waive the necessity to obtain such party's consent in any future instance.
- d. Governing Law. This Agreement has been entered into in the State of Hawaii and shall be governed by and construed in accordance with the laws of said state and all applicable federal laws.
- e. Invalid Provisions. If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws effective during the term hereof, such provision shall be fully severable and this Agreement shall, to the extent possible and without destroying the intent of this Agreement, be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof; and the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance therefrom. Furthermore, in lieu of such illegal, invalid, or unenforceable provision, there shall be added automatically as a part of this Agreement a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and still be legal, valid or enforceable.

- f. Binding Effect: No Assignment. Except as otherwise provided herein to the contrary, this Agreement shall be binding upon and is for the benefit of the parties hereto and their successors, transferees, assigns, heirs, personal representatives and estates. Neither party may assign or transfer its rights nor obligations under this Agreement without the prior written consent of the other party hereto, which may be withheld in such party's sole and absolute discretions.
- g. Remedies in Equity. The rights and remedies of either of the parties hereunder shall not be mutually exclusive, and the exercise of one or more of the provisions hereof shall not preclude the exercise of any other provisions hereof. Each party confirms that damages at law will be inadequate remedy for a breach or threatened breach of this Agreement and agree that, in the event of a breach or threatened breach of any provision hereof, the respective rights and obligations hereunder shall be enforceable by specific performance, injunction or equitable remedy, but nothing herein contained is intended to, nor shall it, limit or affect any rights at law or by statute or otherwise of any party aggrieved as against the other for a breach or threatened breach of any provision hereof, if being the intention by this Section to make clear the agreement of the parties that the respective rights and obligations of the parties hereunder shall be enforceable in equity as well as at law or otherwise.
- h. Construction. All personal pronouns used in this Agreement, whether used in the masculine, feminine, or neuter gender, shall include all other genders; and the singular shall include the plural and vice versa. Titles of Articles, Sections and Subsections are for convenience only, and neither limits nor amplifies the provisions of this Agreement itself. The use herein of the word "including," when following any general statement, term or matter, shall not be construed to limit such statement, term or matter to the specific items or matter set forth immediately following such word or to similar items or matters, whether or not non-limiting language (such as "without limitation," or "but not limited to," or words of similar import) is used with reference thereto, but rather shall be deemed to refer to all other items or matters that could reasonably fall within the broadest possible scope of such general statement, term or matter.
- i. Attorneys' Fees. Should suit be brought to enforce this Agreement or by reason of any claimed default in the performance thereof by either party, the prevailing party in such suit shall be awarded reasonable attorneys' fees in the defense or prosecution thereof.

- j. Further Assurances. Each party hereto agrees to do all acts and things to make, execute and deliver such written instruments, as shall from time to time be reasonably required to carry out the terms and provisions of this Agreement.

ACUPLAN HAWAII CODE OF ETHICS

As an accredited member of AcuPlan Hawaii, you are responsible for adhering to standards that the medical community in Hawaii has come to expect from AcuPlan members. All practitioners must be committed to practice acupuncture in a responsible and ethical manner.

All AcuPlan Hawaii members agree to practice by the Code of Ethics herein detailed.

Commitment to the Patient

- Respect the rights and dignity of each person I treat
- Accept and treat those seeking my services in a nondiscriminatory manner
- Keep patients informed by explaining treatments and outcomes
- Protect the confidentiality of information acquired in the course of patient care
- Maintain professional boundaries in relationships with patients and avoid any relationships that may exploit practitioner/patient trust
- Keep accurate records of each patient's history and treatment
- Treat only within my lawful scope of practice
- Render the highest quality of care and make timely referrals to other health care professionals as may be appropriate
- Avoid treating patients if I am unable to safely and effectively treat due to substance abuse, physical or psychological impairment
- Bill patients and third party payers accurately and fairly and not engage in fraudulent billing
- Not engage in sexual contact with a current patient if the contact commences after the practitioner/patient relationship is established

Commitment to the Profession

- Continue to work to promote the highest standards of the profession
- Provide accurate, truthful, and non-misleading information in connection with any application for licensure and/or certification
- Report any changes to the information on my application within 30 days regarding professional ethics and my on-going fitness to practice, including but not limited to, any disciplinary action taken by a regulating agency against me and any criminal charges or civil actions that may be relevant to my health care practice or fitness to practice
- Respect the integrity of other forms of health care and other medical traditions and seek to develop collaborative relationships to achieve the highest quality of care for individual patients

Commitment to the Public

- Continue to comply with AcuPlan Hawaii's site inspection requirements
- Provide accurate information regarding my education, training and experience, professional affiliations, and certification status
- Use only the appropriate professional designations for my credentials
- Do not engage in any behavior involving the use of illegal substances
- Do not practice Acupuncture while impaired due to substance abuse, physical or psychological impairment
- Maintain my acupuncture license in good standing with the State of Hawaii
- Advertise on accurate, truthful, non-misleading information and refrain from making public statements on the efficacy of acupuncture that are not supported by the generally accepted experience of the profession
- Comply with all public health and public safety reporting duties imposed on licensed health care professionals
- Maintain malpractice insurance of \$1M/\$3M
- Refrain from any representation that AcuPlan Hawaii certification implies licensure or the right to practice

- I will not engage in conduct that demonstrates a lack of knowledge of or lack of ability in, or failure to apply the prevailing principles and/or skills of the profession

Grounds for Disciplinary Action

AcuPlan Hawaii reserves the right to take disciplinary action against members for infractions and/violations of the Code of Ethics, including, but not limited to, probation, suspension and/or termination of membership in AcuPlan Hawaii

IN WITNESS WHEREOF, the parties have executed this agreement as of the day and year first above written

Practitioner

AcuPlan Hawaii Board Member