

## Termination – notifying Members

Now here is a provision that just rubs me the wrong way.

*Upon termination of this Agreement for any reason, the Provider agrees that if it intends to notify Subscribers of the termination of this Agreement, the Provider shall prior to notifying Subscribers, send the notification to <name of payor> for review and approval. <Name of payor> shall have fifteen (15) calendar days to review and approve such notification. The Provider shall not provide notice to Subscribers without the written approval of <name of payor>. <Name of payor> will share a copy of the notification it sends to Subscribers to the Provider.*

**The Issue:** This certainly smacks of payor fear, doesn't it? Why should a payor have editorial approval rights over how a practice informs **its** patients that it's dropping an agreement? As-written here if the payor doesn't like the content it can censor or completely quash a notification and require instead something more "friendly" to the payor's interests.

**Possible Solution:** I find that unreasonable and suggest editing as follows. (Expect push-back from those who would be paranoid.)

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