

**INTERWEST HEALTH
PARTICIPATING PROVIDER AGREEMENT**

THIS AGREEMENT is made and entered into by and between InterWest Health, LLC, a Montana limited liability company (hereinafter called "InterWest") and _____ (hereinafter called "Provider").

WHEREAS, InterWest is organized for the purpose of developing and operating regional Health Care Networks that can be utilized by Payors to deliver Covered Services to Enrollees of Health Benefit Plans in a quality, cost effective manner;

WHEREAS, Provider desires to participate in such Health Care Networks as a Participating Provider and to have his or her services marketed by InterWest to Payors;

NOW THEREFORE, in consideration of the mutual promises and covenants set forth herein, the parties agree as follows:

**ARTICLE I
DEFINITIONS**

1.1 **Clean Claim:** A claim that has no defect or impropriety including, but not limited to, any lack of any required substantiating documentation or particular circumstance requiring special treatment that prevents timely payment from being made on the claim.

1.2 **Covered Service:** A health care service to which an Enrollee is entitled under the terms of a Health Benefit Plan.

1.3 **Enrollee:** A policyholder, subscriber, or other individual participating in a Health Benefit Plan.

1.4 **Health Benefit Plan:** A policy, contract, certificate, or agreement entered into, offered, or issued by a Payor to provide, deliver, arrange for, pay for, or reimburse any of the costs of health care services.

1.5 **Health Care Network:** A defined group of Participating Providers that is available to provide Covered Services to Enrollees according to the terms of a Health Benefit Plan. Health Care Networks in which Provider has agreed to participate are identified by the Schedules incorporated as attachments to this Agreement.

1.6 **Medically Necessary:** Services, medicines, or supplies that are necessary and appropriate for the diagnosis or treatment of an Enrollee's illness, injury, or medical condition according to accepted standards of medical practice and that are not provided only as a convenience.

1.7 **Participating Provider:** A Provider who meets InterWest's provider credentialing standards and participation requirements and agrees under contract with InterWest to provide Covered Services to Enrollees under the terms of a Health Benefit Plan.

1.8 **Payor:** An entity with whom InterWest has a contract to provide Enrollees with access to a Health Care Network under the terms of a Health Benefit Plan. Examples of Payors include, but are not limited to, health carriers, intermediaries, third party administrators, self-funded employers, and employer purchasing cooperatives.

1.9 **Provider:** A physician, hospital, or other health care professional or facility that is duly licensed, certified, and accredited to provide health care services within InterWest's service area. For purposes of this Agreement, Provider shall include any organized group of Providers, such as a professional corporation, independent practice association, physician hospital organization, or other health care network.

ARTICLE II OBLIGATIONS OF INTERWEST

2.1 InterWest shall develop and operate Health Care Networks within its service area that make available Covered Services to Enrollees of Health Benefit Plans offered by Payors. Such Health Care Networks will be established through contracts with Participating Providers.

2.2 InterWest shall credential and periodically recredential all Participating Providers. Information concerning InterWest's credentialing standards and participation requirements will be made available, upon request, to Providers.

2.3 InterWest shall market its Health Care Networks in a professional and ethical manner consistent with sound business practice.

2.4 InterWest shall negotiate and execute contracts with Payors that make Provider's services available to Enrollees in keeping with the terms of this Agreement. In negotiating such contracts, InterWest shall make best efforts to ensure that Payors:

- (a) Issue ID cards to Enrollees that contain the InterWest logo (or other information that is acceptable to InterWest), the address where Participating

Providers may submit claims, and the toll free number(s) which Participating Providers can call to obtain benefits, eligibility, precertification, and other information;

(b) Make prompt and accurate payment to Participating Providers for Covered Services rendered to Enrollees. Claims shall be processed as promptly as possible, with ninety-five percent (95%) of Clean Claims being paid within thirty (30) days and ninety-five percent (95%) of all claims being paid or denied within sixty (60) days of receipt. In cases where a claim is not paid or denied within the sixty (60) day period, interest will be paid to Provider at the rate of one percent (1%) per month;

(c) Issue Explanation of Benefits (EOBs) or payment advices that identify InterWest as the health care network used for repricing. The design of the form must be sufficient to allow Participating Providers to clearly identify amounts paid by the Health Benefit Plan, amounts owed by the Enrollee, and amounts to be written off as contractual adjustments by the Provider; and

(d) Ensure that any utilization management and quality assurance programs that are in effect for Enrollees:

- (1) Are reasonable and do not create unnecessary administrative burdens for Participating Providers;
- (2) Are consistent with quality of care;
- (3) Are conducted locally, where practicable;
- (4) Give Participating Providers right of due process for addressing compliance issues; and
- (5) Are in compliance with WAC 284-43-410.

2.5 InterWest shall provide Participating Providers and their office staffs with education and training concerning general Health Care Network operations.

2.6 InterWest shall monitor the performance of Payors to ensure that their use of InterWest's Health Care Networks is appropriate and that claims submitted by Participating Providers are processed and paid in accordance with the terms of this Agreement. InterWest shall work on Provider's behalf to resolve any problems or difficulties that Provider is experiencing with a Payor.

2.7 InterWest shall procure and maintain policies of general liability and other insurance as may be necessary to insure its members, officers, and employees against claims arising in connection with this Agreement.

2.8 Except in the case of fraud, Payor may not: (a) Request a refund from Provider of a payment previously made to satisfy a claim unless it does so in writing to Provider within twenty-four (24) months after the date that the payment was made; or (b) request that a contested refund be paid any sooner than six (6) months after receipt of the request. Any such request must specify why Payor believes the Provider owes the refund. If a Provider fails to contest the request in writing to Payor within thirty (30) days of its receipt, the request is deemed accepted and the refund must be paid.

Payor may not, if doing so for reasons related to coordination of benefits with another carrier or entity responsible for payment of a claim: (a) Request a refund from Provider of a payment previously made to satisfy a claim unless it does so in writing to the Provider within thirty (30) months after the date that the payment was made; or (b) request that a contested refund be paid any sooner than six (6) months after receipt of the request. Any such request must specify why Payor believes Provider owes the refund, and include the name and mailing address of the entity that has primary responsibility for payment of the claim. If a Provider fails to contest the request in writing to Payor within thirty (30) days of its receipt, the request is deemed accepted and the refund must be paid.

Payor may at any time request a refund from Provider of a payment previously made to satisfy a claim if: (a) A third party, including a government entity, is found responsible for satisfaction of the claim as a consequence of liability imposed by law, such as tort liability; and (b) Payor is unable to recover directly from the third party because the third party has either already paid or will pay Provider for the health services covered by the claim.

In the event of any conflict between the contract between Payor and Provider and Revised Code of Washington 48.43.600, as may be amended from time to time, then RCW 48.43.600 shall control. Nothing in this section shall apply to subrogation claims.

ARTICLE III OBLIGATIONS OF PROVIDER

3.1 Provider shall submit information to InterWest, upon request, as may be required to support InterWest's provider credentialing process. Provider warrants and represents that all such information is true, accurate, and complete and shall notify InterWest promptly of any changes.

3.2 Provider shall accept as patients those Enrollees of Health Benefit Plans that provide access to Health Care Networks in which Provider has agreed to participate, as identified by the Schedules incorporated as attachments to this Agreement. This obligation does not prohibit Provider from refusing to render non-Emergency services to any Enrollee that demonstrates violent, threatening, abusive, or otherwise inappropriate behavior. Provider may close his or her practice to new Enrollees upon ninety (90) days' advance written notice to InterWest.

3.3 Provider shall provide Covered Services to Enrollees within the scope of his or her license, certification, and specialty. Provider shall make best efforts to ensure that such services are Medically Necessary and are provided in a cost effective manner consistent with quality of care.

3.4 Provider shall make best efforts to provide Covered Services in the same manner, with the same availability, and in accordance with the same standards as provided to other patients, without regard to an Enrollee's participation as a private purchaser or as a participant in a publicly financed program of health care services. Provider shall not discriminate against an Enrollee on the basis of race, color, national origin, ancestry, religion, sex, marital status, sexual orientation, age, handicap, source of payment, or lawful employment.

3.5 Provider shall make best efforts to cooperate with the utilization management requirements of Payors, as documented on Enrollees' ID cards and other materials issued by Payors or by InterWest on a Payor's behalf. Such requirements include, but are not limited to, preadmission certification, emergency admission notification, continued stay review, discharge planning, prior approval for outpatient procedures, and case management.

3.6 Provider shall submit claims data to Payors for Covered Services rendered to Enrollees. Such data shall be submitted electronically or on UB-04 or CMS 1500 claim forms (or successor forms) in accordance with:

- (a) Procedures established by Payors or by InterWest on a Payor's behalf; and
- (b) Standard industry conventions for CPT, HCPCS, ICD-9, and other coding.

Claims shall be submitted as promptly as possible, preferably within ninety (90) days following the date of service. Claims submitted after one (1) year may be denied for lack of timely filing.

If a Payor makes an error repricing a claim, Provider may contact InterWest or the Payor directly to request that the claim be adjusted. Requests for adjustment shall be submitted as promptly as possible, preferably within ninety (90) days but no later than

twenty four (24) months following the date the claim was processed or, where coordination of benefits is involved, thirty (30) months following the date the claim was processed. All other appeals shall be submitted directly to Payors in accordance with Payor procedures.

3.7 Provider shall make best efforts to refer Enrollees to other Participating Providers where medically feasible, when requested by the Enrollee or required under the terms of an Enrollee's Health Benefit Plan.

3.8 Provider shall establish and maintain medical and other records for Enrollees who receive services under the terms of this Agreement. It is understood that medical records are the property of Provider and shall not be removed or transferred from Provider's premises, except as required or permitted under applicable State and Federal law.

3.9 Provider shall make all records relating to this Agreement available to InterWest, Payors, and governmental authorities having jurisdiction over this Agreement for inspection and copying at reasonable times upon receipt of at least 24 hours prior written notice. Provider is under no obligation to release medical information to any party without a proper written release from the Enrollee. InterWest warrants that prior to requesting a medical record, it will obtain a valid written release from the Enrollee or his or her legal representative authorizing InterWest to obtain the medical record and will hold Provider harmless from any liability incurred as a result of the release of the medical record, including, but not limited to, any attorney fees paid or incurred by Provider. InterWest agrees to reimburse Provider for all reasonable costs that he or she incurs in copying records that InterWest requests.

3.10 Provider shall maintain at Provider's expense professional malpractice insurance in the minimum amount specified in InterWest's provider credentialing standards.

3.11 Provider shall ensure that all subcontracted providers who render Covered Services to Enrollees under the terms of this Agreement abide by the terms of the Agreement.

3.12 Provider shall allow InterWest to use his or her name, address, specialty, and other relevant information in marketing and enrollment materials and to release information to Payors regarding Provider's credentials and malpractice insurance. The parties agree not to use any symbols, trademarks, service marks, or other similar devices of the other party without the party's prior written consent.

3.13 Except in the case of fraud, Provider may not request additional payment from Payor to satisfy a claim unless he or she does so in writing to Payor within twenty-four (24) months after the date that the claim was denied or payment intended to satisfy the

claim was made, or request that the additional payment be made any sooner than six (6) months after receipt of the request. Any such request must specify why the Provider believes the carrier owes the additional payment.

3.14 Provider may not, if doing so for reason related to coordination of benefits with another carrier or payor responsible for payment of a claim request additional payment from PacificSource to satisfy a claim unless he or she does so in writing to the Payor within thirty (30) months after the date the claim was denied or payment intended to satisfy the claim was made, or request that the additional payment will be made any sooner than six (6) months after receipt of the request. Any such request must specify why the Provider believes the carrier owes the additional payment, and include the name and mailing address of any entity that has disclaimed responsibility for payment of the claim. Nothing in this section shall apply to subrogation claims.

ARTICLE IV NETWORK PARTICIPATION AND COMPENSATION

4.1 Incorporated as attachments to this Agreement are Schedules that identify the Health Care Networks in which Provider agrees to participate. The Schedules describe the kind of Health Benefit Plans to which the Health Care Networks apply, as well as the method and level of payment that Provider will receive for Covered Services provided to Enrollees.

4.2 Provider may elect to participate or not participate in any Health Care Network that is offered by InterWest for which he or she is eligible. Such election is made initially at the time of execution of this Agreement and at such time as a new or amended Schedule is issued by InterWest.

4.3 Provider may elect to participate in any Health Care Network for which he or she is eligible at any time by submitting a request in writing to InterWest agreeing to amend this Agreement to incorporate the applicable Schedule.

4.4 Provider may withdraw his or her participation in any Health Care Network, at any time and without jeopardy to his or her participation in other Health Care Networks, by providing at least ninety (90) days' advance written notice to InterWest. If a Schedule for a Network in which Provider is participating is amended by InterWest in accordance with Paragraph 7.2 and Provider does not wish to continue his or her participation in the Network under the terms of the amended Schedule, Provider's participation in the Network will be terminated as of the effective date of the Schedule, unless alternative arrangements are agreed to by the parties. InterWest will notify Payors of Provider's withdrawal from the Health Care Network, as appropriate.

4.5 Provider shall look solely to Payors for payment and shall accept such payment as payment in full, except for coinsurance, copayments, deductibles, and fees for non-Covered Services that the Enrollee is responsible for paying according to the terms of his or her Health Benefit Plan. Provider may not collect or attempt to collect from an Enrollee money owed to Provider by a Payor. InterWest is not responsible, and shall not be held responsible, for any payment due Provider under the terms of this Agreement, except for copying fees referenced in Paragraph 3.9. In the event that a claim payment by a Payor is under dispute or appeal, Provider shall refrain from seeking payment from the Enrollee until such dispute is resolved.

4.6 Provider shall collect applicable coinsurance, copayments, and deductibles from Enrollees according to the terms of their Health Benefit Plans and shall notify Enrollees of their personal financial obligations to pay for non-Covered Services.

4.7 Notwithstanding any other provision of this Agreement, nothing in this Agreement shall be construed to modify the rights and benefits contained in an Enrollee's Health Benefit Plan. Provider may not bill Enrollees for Covered Services (except for deductibles, copayments or coinsurance) where a Payor denies payments because Provider has failed to comply with the terms or conditions of this Agreement.

ARTICLE V HOLD HARMLESS AND CONTINUATION OF BENEFITS

5.1 Provider agrees that in no event, including, but not limited to nonpayment by a Payor, insolvency of InterWest or a Payor, breach of this Agreement, or breach of any contract between InterWest and a Payor, shall Provider bill, charge, collect a deposit, seek compensation, remuneration or reimbursement, or have any recourse from or against an Enrollee or a person (other than InterWest or a Payor) acting on behalf of the Enrollee for Covered Services provided under this Agreement. This provision does not prohibit:

- (a) Provider from collecting coinsurance, copayments, or deductibles, as specifically provided in the Enrollee's Health Benefit Plan, or fees for non-Covered Services delivered on a fee-for-service basis to an Enrollee;
- (b) Provider and an Enrollee from agreeing to continue services solely at the expense of the Enrollee if Provider has clearly informed the Enrollee that the Payor may not cover or continue to cover a specific service or services; or
- (c) Provider from pursuing any legal remedy available for obtaining payment for Covered Services from the Payor, except as provided in this Agreement.

5.2 Provider agrees, in the event that InterWest or a Payor becomes insolvent or otherwise ceases operations, to continue to provide Covered Services to Enrollees for the duration of the period for which premiums have been paid or until the Enrollees' discharge from inpatient facilities, whichever time is greater.

5.3 The provisions contained in Paragraphs 5.1 and 5.2 above shall be construed in favor of the Enrollee, survive the termination of this Agreement regardless of the reason for termination, including the insolvency of InterWest or a Payor, and supersede an oral or written contrary agreement between Provider and an Enrollee or the representative of an Enrollee if the contrary agreement is inconsistent with the hold harmless and continuation of benefits provisions contained in Paragraphs 5.1 and 5.2 above. Provider is aware and acknowledges that it is a class C felony in the State of Washington to collect payment from Enrollees in violation of these Paragraphs, as set forth in WAC 284-43-320(3).

5.4 If Provider contracts with other health care providers to provide Covered Services to Enrollees under this Agreement, such providers must agree to abide by the provisions contained in Paragraphs 5.1, 5.2, and 5.3 above.

5.5 Provider further agrees that the provisions of WAC 284-43-320(2) shall survive termination of this Agreement regardless of the cause giving rise to termination and shall be construed to be for the benefit of the Member and that this provision supersedes any oral or written contrary agreement now existing or hereafter entered into between Provider and Member or persons acting on their behalf. If provider contracts with other providers who agree to provide Covered Services to a Member with the exception of receiving payment directly or indirectly from Payor, such providers must agree to abide by the provisions of WAC 284-43-320(2). Provider shall provide written notice to Payor at least twenty (20) days prior to contracting with another provider who they intend to have provider service to a Member.

ARTICLE VI TERM AND TERMINATION

6.1 This Agreement shall commence on the date executed by InterWest. The Agreement shall remain in effect for a period of one (1) year and shall thereafter automatically renew for successive one-year terms, subject to earlier termination as provided for herein. Provider acknowledges that InterWest will not execute this Agreement (and this Agreement will not become effective) until and unless InterWest has approved Provider as a Participating Provider. Such approval will occur only after Provider has satisfied all of InterWest's credentialing standards and participation requirements.

6.2 This Agreement may be terminated as follows:

(a) By either party for any reason by providing at least ninety (90) days' advance written notice to the other party.

(b) By either party by providing at least thirty (30) days' advance written notice if the other party is in breach of any material provision of this Agreement. The notice will include a description of the facts underlying the claim that the other party is in breach of the Agreement. If the party upon whom notice is served cures the breach within said thirty (30) day notice period, such cure will revive the Agreement for the remaining term, subject to any other rights of termination contained in this Agreement.

(c) Notwithstanding any provision in this Agreement to the contrary, InterWest may immediately terminate this Agreement without notice upon the occurrence of any of the following:

- (1) Death (or, if applicable, dissolution) of Provider;
- (2) Provider is unable to secure and maintain without qualification the necessary governmental licenses and certifications required for the performance of Provider's duties under this Agreement or if any such license or certification is revoked or suspended or if Provider is otherwise disciplined by any licensing agency;
- (3) Provider is unable to secure and maintain the levels of professional malpractice insurance required by this Agreement;
- (4) Provider fails to meet or satisfy InterWest's credentialing standards and participation requirements;
- (5) The insolvency or bankruptcy of Provider; or
- (6) Provider is convicted of a felony.

6.3 If Provider is a provider of inpatient acute care facility services and terminates this Agreement or its participation in a Health Care Network pursuant to Paragraph 4.4 or 6.2 above, Provider shall continue to provide Covered Services to Enrollees who are confined in the facility until discharge or until services are no longer Medically Necessary, whichever occurs first. Payment for such services will be made in accordance with the compensation terms of this Agreement in effect as of the termination date.

6.4 Except as provided in Paragraph 6.3 above, neither party shall have any further obligation or right hereunder after termination except as follows:

- (a) The parties shall be required to satisfy any covenant, right and/or term herein which specifically states that it shall survive termination or which, by its nature, necessarily contemplates survival after termination;
- (b) Any termination shall not affect any liability, right, obligation, or duty which accrued or arose prior to termination;
- (c) Obligations or rights required by any Health Benefit Plan in which Provider participates shall survive termination to the extent set forth in such Health Benefit Plan including, but not limited to, any post-termination obligations to any Enrollees; and
- (d) Provider shall maintain and, for a period of five (5) years after termination, make Enrollees' medical records (or true copies thereof) reasonably available to InterWest as necessary to respond to claims of professional liability or for other reasons required by applicable law.

6.5 Payor shall cover services of a primary care provider whose contract with InterWest is being terminated without cause under the terms of that contract for at least sixty (60) days following notice of termination to the Enrollee. The Provider's relationship with the Payor must be continued on the same terms and conditions as those of the contract the plan is terminating, except for any provision requiring Payor assign new Enrollees to the terminated Provider.

ARTICLE VII AMENDMENTS TO AGREEMENT

7.1 Except as provided in Paragraphs 7.2 and 7.3 below, any amendments to this Agreement shall be agreed to in writing by both parties.

7.2 The incorporation of new Schedules into this Agreement shall require Provider's prior written approval. The amendment of Schedules previously incorporated into this Agreement shall automatically go into effect sixty (60) days following notice to Provider, unless objected to in writing by Provider within the said sixty (60) day period.

7.3 Amendments to this Agreement that are required to maintain compliance with State and Federal law shall be effective immediately upon notice from InterWest.

**ARTICLE VIII
DISPUTE RESOLUTION**

8.1 Disputes involving Enrollees shall be handled in accordance with Enrollee grievance procedures established by Payors. InterWest shall use best efforts to ensure that filed grievances are available for review by Participating Providers, where applicable and to the extent permitted by law.

8.2 Disputes between the parties shall be resolved to the maximum extent possible by informal meetings and discussions in good faith between appropriate representatives of the parties. Provider shall have due process rights for discovery, representation, and appeal.

8.3 In the event that a dispute cannot be resolved informally between the parties, the parties agree to submit the matter to non-binding arbitration under the commercial arbitration rules and regulations of the American Arbitration Association. The parties agree to divide and share equally the cost of arbitration and to each pay their own independent legal fees. The Washington rules of civil discovery will apply to all arbitration proceedings.

8.4 Nothing in this Agreement shall prohibit either party from pursuing judicial remedies in any District or Superior Court of the State of Washington, as appropriate, or, subject to applicable jurisdictional requirements, in the United States District Court for the District of Washington. The parties agree to submit matters to alternative dispute resolution through the arbitration process described in Paragraph 8.3 prior to the pursuit of remedies in state or federal courts.

**ARTICLE IX
PRIVACY AND SECURITY OF HEALTH INFORMATION
(Business Associate Agreement)**

9.1 The following definitions apply for purposes of this Article:

- (a) Breach shall have the meaning set out in HITECH and its related regulations..
- (b) Electronic Protected Health Information shall have the meaning set out in 45 CFR § 160.103.
- (c) HITECH shall mean the Health Information Technology for Economic and Clinical Health Act, found in Title XIII of the American Recovery and Reinvestment Act of 2009, Public Law 111-005.

- (d) Privacy Standards shall mean the Standards for Privacy of Individually Identifiable Health Information, 45 CFR Parts 160 and 164.
- (e) Protected Health Information shall have the meaning set out in 45 CFR § 164.501.
- (f) Security Incident shall have the meaning set out in 45 CFR § 164.304.
- (g) Security Standards shall mean the Security Standards for the Protection of Electronic Protected Health Information, 45 CFR, Parts 160, 162 and 164.
- (h) Unsecured Protected Health Information shall have the meaning set out in HITECH and its related regulations.
- (i) Other capitalized terms used in this Article shall have the meaning set forth in the Privacy and Security Standards or HITECH and related regulations, unless otherwise defined herein.

9.2 InterWest will comply with the requirements of the Privacy Standards and the Security Standards which are made applicable to Business Associates by HITECH.

9.3 Except as otherwise limited in this Article, InterWest may Use and Disclose Protected Health Information only as follows and not otherwise:

- (a) As required to satisfy its obligations under this Agreement;
- (b) As required by law; or
- (c) For InterWest's proper management and administrative services or to carry out the legal responsibilities of InterWest in accordance with 45 C.F.R. 164.504(e)(4).

9.4 InterWest shall not, and shall ensure that its directors, officers, employees, contractors, and agents do not, Use or Disclose Protected Health Information received from Provider in any manner that would constitute a violation of the Privacy Standards if so used by Provider.

9.5 InterWest represents that, to the extent InterWest requests that Provider disclose Protected Health Information to InterWest, such a request is only for the Minimum Necessary Protected Health Information for the accomplishment of InterWest's purpose.

9.6 InterWest shall use appropriate safeguards to prevent the use or disclosure of Protected Health Information other than as permitted under this Article.

9.7 InterWest shall promptly report to Provider any Use or Disclosure of Protected Health Information that is in violation of this Article and shall take all reasonable action to remediate and mitigate the consequences of such Disclosure or Use. InterWest shall promptly report to Provider any Security Incident and any Breach of Unsecured Protected Health Information of which it becomes aware.

9.8 InterWest will obtain written assurances from its agents or subcontractors that have or will have access to Protected Health Information that such agent or subcontractor agrees to be bound by the same restrictions and conditions on the use and disclosure of Protected Health Information that are set forth in this Article. InterWest agrees that any agents or subcontractors who have access to Electronic Protected Health Information that is created or received from or on behalf of Provider shall implement reasonable and appropriate safeguards to protect the confidentiality, integrity, and availability of that Electronic Protected Health Information.

9.9 On request of Provider and on reasonable notice, InterWest shall make available to Provider any Protected Health Information related to this Agreement.

9.10 In the event an Individual requests directly of InterWest, the right to access or amend their Protected Health Information, InterWest shall promptly forward such request to Provider. Compliance or denial of such requests shall be the responsibility of Provider.

9.11 Upon receipt of a request from Provider, InterWest shall, within a reasonable time, make available the Protected Health Information to Provider for amendment and incorporate any such amendments in the Protected Health Information as required by 45 C.F.R. §164.526.

9.12 Upon receipt of a request from Provider, InterWest shall, within a reasonable time, make available the information required by the Provider to provide an accounting of Disclosures in accordance with 45 C.F.R. §164.528. Except for Disclosures made through an electronic health record, the requirement for InterWest to provide information under this paragraph shall apply only to disclosures not related to the Treatment of the patient, the processing of Payments related to such treatment, or the health care Operations of a Covered Entity or its Business Associate. In the event the request for an accounting is delivered directly to InterWest, InterWest shall promptly forward such request to Provider. InterWest shall implement appropriate record-keeping to enable it to comply with the requirements of this paragraph.

9.13 InterWest shall make its internal practices, books, and records relating to the Use and Disclosure of Protected Health Information received from Provider, or created or received by InterWest on behalf of Provider, available to the U. S. Department of Health and Human Services for purposes of determining Provider's and InterWest's compliance with the Privacy and Security Standards.

9.14 InterWest agrees to implement appropriate administrative, physical, and technical safeguards to reasonably protect the confidentiality, integrity, and availability of any Electronic Protected Health Information that InterWest creates, receives, maintains, or transmits in the course of performing services for Provider under this Agreement.

9.15 Upon termination of this Agreement, InterWest shall either return or destroy all Protected Health Information received from Provider, or created or received by InterWest on behalf of Provider, and which InterWest still maintains in any form. Notwithstanding the foregoing, to the extent that it is not feasible to return or destroy such Protected Health Information, the terms and provisions of this Article shall survive termination of the Agreement and such Protected Health Information shall be Used or Disclosed solely for such purpose or purposes which prevented the return or destruction of such Protected Health Information.

9.16 The terms and provisions of this Article shall supersede any other conflicting or inconsistent terms and provisions in this Agreement. This Article is intended to comply with the Privacy and Security Standards and HITECH and related regulations and shall be interpreted to affect that intent. The Article does not create any rights in third parties.

9.17 InterWest and Provider agree to amend this Article to the extent necessary to allow either party to comply with the Privacy Standards, the Standards for Electronic Transactions (45 C.F.R. Parts 160 and 162), the Security Standards, and HITECH and its related regulations, as promulgated or amended by the U. S. Department of Health and Human Services, or other regulations or statutes.

ARTICLE X MISCELLANEOUS PROVISIONS

10.1 This Agreement shall be governed in all aspects by the laws of the State of Washington.

10.2 The waiver by either party of a breach or violation of any provision of this Agreement shall not operate or be construed to be a waiver of any subsequent breach thereof.

10.3 Any notice required to be given pursuant to the terms and provisions of this Agreement shall be in writing and shall be sent by U.S. mail, First Class, postage prepaid, to InterWest or Provider at their respective addresses set forth on the signature page of this Agreement, except for notice given under Article VI, which shall be sent by Certified Mail, return receipt requested. Notice shall be deemed given when received or three (3) days after notice is deposited in the mail as set forth above, whichever is earlier.

10.4 None of the provisions of this Agreement are intended to create, or shall be deemed or construed to create, any relationship between the parties hereto other than that of independent contractors. Neither of other parties hereto, nor any of their respective directors, members, officers, or employees, shall act as or be construed to be the agent, employee, or representative of the other.

10.5 Nothing contained in this Agreement shall be construed to interfere with or in any way affect Provider's obligation to exercise independent medical judgment in rendering health care services to Enrollees.

10.6 Nothing contained in this Agreement shall be construed to prohibit Provider from communicating information to an Enrollee concerning the Enrollee's health care, including the availability of services from non-Participating Providers, or taking any action or refraining from taking any action not in the Enrollee's best interest. Provider is not prohibited from discussing a treatment option with an Enrollee or from advocating on behalf of the Enrollee within the utilization review or grievance processes established by InterWest or a Payor or a person contracting with such.

10.7 This Agreement shall not be construed to be an exclusive agreement between InterWest and Provider, nor shall it be deemed to be an agreement requiring any Payors to refer any minimum number of Enrollees to Provider.

10.8 Any reference in this Agreement to any Schedules, exhibits, or other attachments shall by such reference incorporate such documents herein.

10.9 This Agreement, including any Schedules, exhibits, or attachments, contains all the terms and conditions agreed upon by the parties regarding the subject matter hereof. Any prior agreements, promises, negotiations, or representations of or between the parties, either written or oral, relating to the subject matter of this Agreement, are null and void and of no further force and effect.

10.10 The parties agree that this Agreement shall be subject to applicable State, Federal, and local law, including future amendments thereto and all administrative regulations promulgated thereunder. Any provisions of law that invalidate or are otherwise inconsistent with the terms of this Agreement or that would cause one or both of the

parties to be in violation of law, shall be deemed to have superseded the terms of this Agreement, subject to the provisions of Paragraph 7.3 above; provided, however, that the parties shall exercise their best efforts to accommodate the terms and intent of this Agreement to the greatest extent possible consistent with the requirements of the law.

10.11 The invalidity or unenforceability of any term or provision of this Agreement will in no way affect the validity or enforceability of any other term or provision.

10.12 Words used in this Agreement shall be read as the masculine, feminine, or neuter gender, and as the singular or plural, as the context requires. The subject headings contained in this Agreement are included for the purposes of convenience only and shall have no force or effect.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date and year indicated below.

PROVIDER

INTERWEST

Signature

Signature

Title (if applicable)

Date

Date

Name and Mailing Address:

Name and Mailing Address:

InterWest Health
PO Box 4715
Helena, MT 59604

Effective Date: _____

**NETWORK PARTICIPATION AND COMPENSATION SCHEDULE
PPO NETWORK**

A. AGREEMENT TO PARTICIPATE

Provider agrees to participate in InterWest's PPO Network.

B. DESCRIPTION OF NETWORK

The PPO Network is a comprehensive network of Participating Providers that is available to Payors offering PPO and other benefit plans with patient steerage.

C. ELIGIBILITY REQUIREMENTS

The PPO Network is open to all Participating Providers meeting the credentialing standards and participation requirements of InterWest.

D. COMPENSATION

For Covered Services rendered to Enrollees within the PPO Network, Provider will be paid the lower of Provider's usual fee or InterWest's Maximum Allowable Fee.

Maximum Allowable Fees are established by InterWest and subject to update from time to time. A Summary of Maximum Allowable Fees currently in effect is attached by reference hereto.

Claims are priced by InterWest in accordance with standard industry coding and pricing conventions, as defined in the following:

- AMA CPT Manual
- CMS HCPCS Manual
- CMS National Correct Coding Policy Manual
- Optum360 Essential RBRVS
- InterWest's Modifier Payment Policy