PROFILE SHEET

W9/LEGAL BUSINESS NAME	
FEDERAL TAX ID #	
PRIMARY PHYSICAL ADDRESS LINE 1	
PRIMARY PHYSICAL CITY	
PRIMARY PHYSICAL STATE	
PRIMARY PHYSICAL ZIP	
PRIMARY CONTACT PERSON	
PRIMARY PHONE/ AUTHORIZATION FAX	
PRIMARY EMAIL	
BILLING ADDRESS LINE 1	
BILLING CITY	
BILLING STATE	
BILLING ZIP	
BILLING CONTACT PERSON	
BILLING PHONE/FAX	
BILLING EMAIL	

INSTITUTION AGREEMENT

PARTIES

[Provider Legal Business Name], on behalf of itself and the hospital, ancillary providers, and individual providers to be credentialed under this Agreement hereto (collectively "Provider"), and TriWest Healthcare Alliance Corporation, a Delaware close corporation, ("TriWest"). TriWest and Provider are referred to individually herein as a Party and collectively as the Parties.

EFFECTIVE DATE

This Agreement (the "Agreement") shall be effective on the date last signed on the signature page (the "Effective Date").

RECITALS

A. Provider is duly licensed and/or certified by, and in good standing with, the state in which they operate, and desires to participate in TriWest's network for TriWest-administered health care programs.

Therefore, the Parties agree as follows:

AGREEMENT

I. DEFINITIONS

Authorization, Preauthorization or Prior Authorization – Approval for requested services, procedures or admission that is required to be obtained prior to services being rendered.

Beneficiary – Any person eligible to receive Covered Services under the rules, regulations, policies and instructions of an applicable health care Program.

Clean Claim – A claim that contains all the required data elements necessary for adjudication without requesting supplemental information from the submitter.

Copayments - Deductibles, copayments and/or cost sharing amounts payable by a Beneficiary pursuant to the rules, regulations, policies and instructions of an applicable health care Program.

Covered Services - Services, items and supplies for which benefits are available in accordance with the rules, regulations, policies and instructions of an applicable health care Program.

Electronic Data Interchange (EDI) - The transfer of claims data in a standard electronic format.

Medically Necessary (Medical Necessity) - The appropriate and necessary treatment of the patient's condition, illness or injury emphasizing accepted standards of medical practice and applicable policy over cost or resource considerations.

Network Provider (Provider) - A provider who has contracted to render Covered Services under an applicable health care Program and any professional provider employed by the contracting provider or billing for services under the contracting provider's Tax Identification Number (TIN).

Program – Any health care program administered by TriWest that is made part of this Agreement through the methods described in Section V of this Agreement.

Provider Handbook – A Program-specific set of comprehensive written guidelines, instructions, rules, policies and procedures as established and published by TriWest for participating Providers, as may be amended from time to time by TriWest in accordance with the provisions of this Agreement.

Reimbursement Rates - The rates set forth in Exhibit(s) applicable to a TriWest-administered health care program, which shall not exceed the amount payable by the health care program.

TriWest - TriWest Healthcare Alliance Corp. and, as applicable, its subcontractors.

II. TERM; TERMINATION

A. Term - This Agreement shall commence upon the Effective Date and continue for an initial two year term. Thereafter, both Parties agree that the term of this Agreement shall automatically be extended for one-year periods unless terminated by either Party as permitted by this Agreement.

B. Individual Provider Term – This Agreement shall become effective as to an Individual Provider's participation in the Program upon Individual Provider being fully credentialed by TriWest, but no sooner than the Effective Date.

C. Termination without Cause - Either Party may terminate this Agreement at any time without cause upon at least ninety (90) days' prior written notice to the other Party. Participation of any individual Provider credentialed under this Agreement shall be automatically terminated on the date of disaffiliation of the individual Provider from Provider. Provider shall give TriWest at least ninety (90) days' prior written notice of the individual Provider's disaffiliation with Provider. An individual Provider terminating its participation shall not terminate this Agreement for the remaining Providers credentialed under this Agreement.

D. Immediate Termination – TriWest shall have the right to immediately terminate this Agreement or a Provider's participation in a TriWest-administered Program upon written notice to Provider upon the occurrence of any of the events listed in the applicable Provider Handbook, including but not limited to loss of state or federal license, substandard liability insurance, non-compliance/falsification on credentialing application, or Provider is arrested on felony charges. Termination of an individual Provider pursuant to this Section II.D. will not terminate this Agreement for the remaining Providers credentialed under this Agreement.

E. Material Breach - Either Party may terminate this Agreement for any material breach of this Agreement by the other Party, but only if that breach is not cured within thirty (30) days after written notice to the breaching Party.

F. After termination of this Agreement, Provider shall notify any Beneficiaries that Provider is no longer a Network Provider and Provider shall cooperate with TriWest to ensure a smooth transition for Beneficiaries from Provider to another Network Provider.

G. Services Upon Termination - Upon termination of this Agreement, Provider shall continue to provide Covered Services for specific conditions for which a Beneficiary was under a Provider's care at the time of such termination so long as the Beneficiary retains eligibility, until the earlier of (1) completion of such services or (2) the assumption of

such treatment by another Provider. Compensation for continued services authorized by TriWest shall be reimbursed at the amount allowed by the applicable health care Program's policy and Federal law.

III. PROVIDER'S RESPONSIBILITIES

A. Provider agrees to treat Beneficiaries according to the terms and conditions of this Agreement and the terms and conditions set forth in the applicable Provider Handbook, as amended from time to time, and in accordance with all applicable laws, rules and regulations pertaining to the applicable program. Provider shall accept the terms of reimbursement and Reimbursement Rates set forth in the applicable exhibit as payment in full for Covered Services. This paragraph shall survive the termination of this Agreement.

B. Provider agrees to be bound by, and comply with, the Provider Handbook applicable to each Program under which Provider provides Covered Services to a Beneficiary. The Provider Handbook can be found on the TriWest Provider Portal. The Provider Handbook may be amended from time to time by TriWest, provided that TriWest or Network Subcontractor will provide electronic or written notice to Provider of any material changes to a Provider Handbook no fewer than thirty (30) days prior to the effective date of any change. Such notice may be provided through a posting by TriWest or its designee on the TriWest Provider Portal or by any other method reasonably calculated to make the Provider aware of the amendment.

C. Provider shall collect applicable Copayments from Beneficiaries. Provider may not bill Beneficiaries for any service that is not a Covered Service or disallowed. Except for applicable Copayments, Provider agrees that in no event (including, but not limited to, nonpayment, or breach of this Agreement by TriWest or Network Subcontractor, or TriWest's or Network Subcontractor's insolvency) shall Provider bill or collect for Covered Services from a Beneficiary. This provision shall survive termination of this Agreement. Provider shall not require payment from a Beneficiary for any excluded or excludable service and/or non-Covered Service that the Beneficiary received unless the Beneficiary has been properly informed that the services are excludable and/or not Covered Services and has agreed in advance of receiving the services, in writing, to pay for such services. The writing must be specific as to the details of the excluded or non-Covered Service. General agreements to pay, such as those signed by the Beneficiary at the time of service, are not sufficient to establish that the Beneficiary knew specific services were excluded or excludable or that the Beneficiary agreed to pay. This provision shall survive termination of this Agreement.

D. All claims shall be submitted electronically pursuant to the claims submission rules and procedures found in the applicable Provider Handbook.

E. Provider shall comply with all applicable federal, state and local laws, including but not limited to, confidentiality and security of Beneficiary medical records, Health Insurance Portability and Accountability Act (HIPAA), Americans with Disabilities Act, discrimination, and handicap accessibility. Furthermore, Provider warrants and certifies that Provider is in compliance with all federal, state and local laws applicable to Provider's business of providing health care services. Provider shall also comply with all regulations, rules, policies and procedures of the applicable Program, including any materials published by the applicable health care Program and/or TriWest, including but not limited to the applicable Provider Handbook.

F. Provider must comply with all credentialing requirements of the applicable Program, which are located in the applicable Provider Handbook.

G. Immediately upon learning of any actions, policies, determinations or internal or external developments that may have a direct impact on any Provider's ability to perform its obligations under this Agreement, Provider shall notify TriWest in writing pursuant to the provisions set forth in the applicable Provider Handbook.

H. Provider agrees that TriWest and its designee, including without limitation, Network Subcontractor, shall have access, upon demand and at reasonable times, to the books, records and papers of Provider relating to the health care services provided to Beneficiaries under an applicable Program, to the costs thereof, and to Copayments received by Provider from Beneficiaries for Covered Services. TriWest and its designee shall have the right to inspect, at reasonable times, Provider's facilities upon five (5) days' prior notice to Provider. Provider will provide adequate space to TriWest and its designee for the conduct of on-site inspections and reviews and shall cooperate in the conduct of such on-site inspections and reviews. Provider will photocopy and deliver to TriWest or its designee all information required for off-site review by TriWest of Provider's performance under this Agreement within thirty (30) days of a request by TriWest. This section shall survive termination of this Agreement.

I. Provider shall maintain applicable licensure, Medicare certification, and be able to provide evidence of full accreditation by The Joint Commission or other accreditation organization approved by TriWest. Provider shall be responsible for ensuring its directly employed or contracted professional maintain applicable state license(s) that are free of any sanctions or restrictions.

J. If Provider enters into any subcontracts with any subcontractors whereby such subcontractor assumes any of Provider's duties, responsibilities, or other obligations under this Agreement, Provider assumes full responsibility for credentialing, licensure, and professional liability insurance of said subcontractor and shall ensure that any such subcontracts require subcontractors to comply with the terms and conditions of this Agreement.

IV. PAYMENT TO PROVIDER

A. TriWest will make best efforts to process Clean Claims within thirty (30) days of receipt and will make payment directly to Provider for Covered Services rendered by Provider to Beneficiaries in accordance with the terms of the Reimbursement Exhibit. Provider understands and agrees that TriWest is not the insurer, guarantor or underwriter of the payment of benefits to Provider for government health programs administered by TriWest.

B. All services must be authorized, Medically Necessary and provided at an appropriate level of care. Provider must comply with applicable TriWest utilization review/payment management programs and procedures. TriWest may utilize a standard industry code review system in adjudicating claims and determining appropriate levels of coding.

C. Provider understands and agrees that there may be payment adjustments, including retroactive adjustments, through the remittance or return of underpayments, overpayments, recoupments and adjustments for retroactive terminations or denials of coverage and claims payment determinations.

V. PARTICIPATION IN TRIWEST PROGRAMS

A. Provider agrees to participate in all Programs that TriWest currently administers and in the future will administer. This Agreement will apply to Provider's participation in, and provision of Covered Services to a Beneficiary under, all such Programs. Provider further agrees that Provider's participation is governed by the Terms and Conditions applicable to each Program, which will be delivered at signing or at the time a Program is later added to this Agreement pursuant to Section V, paragraph C of this Agreement, and by the Provider Handbook for that program.

B. Provider's participation in Programs currently administered by TriWest shall be effective upon the Effective Date set forth above.

C. Additional Programs may be added to this Agreement upon at least thirty (30) days' prior written notice to Provider. Provider's participation in each additional Program will become effective upon the effective date set forth in the written notice provided to Provider unless Provider gives written notice to Network Subcontractor of Provider's rejection of the new Program prior to the effective date.

VI. GENERAL PROVISIONS

A. Modifications

Any modification of this Agreement, including any of its Addenda, proposed by TriWest shall be effective thirty (30) days after TriWest has given written notice to Provider of the modification and Provider has not notified TriWest in writing of Provider's rejection of the requested modification within that timeframe.

Modifications that are required because of legislative, regulatory or legal requirements, including without limitation any and all changes made to reimbursement or policies under a government program do not require the consent of Provider and will be effective immediately on the effective date thereof.

B. Applicable Law; Jurisdiction; Venue

This Agreement is governed by the laws in the State in which the Provider is located and applicable federal law. In the event of a conflict between State and federal law, federal law shall control.

C. Assignment

Except as permitted in this Agreement, neither Party may assign or transfer any right, benefit, obligation or duty under the terms of this Agreement to any third party without the prior written consent of the other Party; provided that TriWest may assign all or any part of this Agreement or any responsibilities under this Agreement to a subcontractor of TriWest.

D. Dispute Resolution

1. In the event of any dispute arising under this Agreement, including without limitation if Provider believes that TriWest incorrectly denied, paid, or processed all or part of a claim and desires to obtain a review of the determination, Provider shall, within ninety (90) days of initial determination:

   a. submit a written request for review to TriWest; and

   b. include in the written request the items of concern regarding TriWest's determination and all additional information (including medical information) supporting Provider's belief that the denial was incorrect.

   On the basis of the information supplied with the request for review, together with any other information available to it, TriWest will review its prior determination. Provider will be notified in writing of TriWest's decision and the reasons for the determination within sixty (60) days of TriWest's receipt of the request for review.

   If Provider still believes that TriWest's determination is incorrect and/or has information that was not previously available for review when submitted to TriWest, Provider shall direct a second request for review in writing to TriWest within sixty (60) days of receipt of the prior determination.

   If Provider fails to submit any request for review within the timeframes set forth above, Provider shall be deemed to have waived its right to any remedies and to pursue the matter further. Without limiting the foregoing, in such instance, Provider may neither initiate a demand for arbitration pursuant to Section VI.E.3 of this Agreement nor pursue additional payment from the Beneficiary.

2. In the event that a dispute is not or cannot be resolved through the review process described above, each Party shall designate a member of its senior management to meet in an attempt to resolve the dispute.

3. The Parties agree that any disputes that cannot be resolved by the review process and senior management meeting shall be settled by final and binding arbitration. Arbitration shall be conducted under the Commercial Arbitration Rules of the American Arbitration Association. There will be a single arbitrator who shall be a retired federal judge. The arbitration decision shall be binding on both parties and shall be confidential. The arbitrator shall be bound by applicable law and shall issue written findings of fact and conclusions of law. The arbitrator shall have no authority to conduct or issue a decision with respect to any class arbitration or other claim brought by Provider on behalf of the general public under a statue or regulation that allows an individual to sue on behalf of the Attorney General or other federal, state or municipal actor, or in any other representative capacity. The arbitrator shall have no authority to award damages or provide a remedy that would not be available to such prevailing party in a court of law nor shall the arbitrator have the authority to award punitive damages. The cost of the arbitration shall be shared equally by the parties; provided that each party shall be responsible for its own attorneys' fees and costs.

4. A demand for arbitration pursuant to Section VI.E.3 must be filed within six (6) months of the date of the written decision rendered of the second request for review described in Section VI.E.1, notwithstanding any communication between the parties that may take place, or payment(s) that may be subsequently made related to the lack of action or alleged breach that is the subject of the dispute. Should the aggrieved party fail to file a demand for arbitration of the dispute within the timeframes set forth herein, the aggrieved party shall have no right to pursue any remedy with respect to

such alleged breach, including, without limitation, initiation of any arbitration or civil action in state or federal court, and if the aggrieved party is Provider, Provider shall have no right to pursue payment of any disputed amounts from any Beneficiaries.

5. In the event the dispute resolution process is initiated as set forth above, any interest charges that would be applicable to claims payments will not accrue while resolution of the dispute is pending.

6. In the event that a judgment upon award in arbitration is not timely satisfied, such judgment may be entered in any court of competent jurisdiction, or application may be made to such court for a judicial acceptance of the award and enforcement, as the law of the state having jurisdiction may require or allow. Notwithstanding the foregoing, in the event a dispute is resolved pursuant to this Section VI.E., including without limitation any resolution due to a waiver of Provider's rights to further pursue a dispute, the subject of the dispute and its resolution shall be confidential.

E. Entire Agreement

This Agreement, including all attachments and Exhibits referenced in this Agreement, the applicable Provider Handbook as amended by TriWest from time to time in accordance with this Agreement, and the Terms & Conditions applicable to each Program are incorporated herein by reference, and constitute the entire understanding of the Parties and supersede all prior agreements between the Parties with respect to the same subject matter.

F. Mutual Indemnification

Provider shall hold harmless and indemnify and defend Network Subcontractor and TriWest for, from, and against any Provider-related claims, losses, damages, liabilities, costs, expenses or obligations arising out of or resulting from any Provider's wrongful or negligent conduct in the performance of this Agreement including, but not limited to, the provision of health care services by any Provider. Network Subcontractor shall hold harmless and indemnify and defend Provider for, from, and against any losses, damages, liabilities, costs, expenses or obligations arising out of or resulting from Network Subcontractor's wrongful or negligent conduct in the performance of this Agreement.

G. Relationship of the Parties

The relationship of the Parties is not and shall not be construed or interpreted to be a partnership, joint venture or agency. The relationship between the Parties is an independent contractor relationship.

H. Waiver

There shall be no waiver of any term, provision or condition of this Agreement unless in writing and signed by both Parties.

I. Severability

If any provision of this Agreement is deemed illegal, unenforceable or in conflict with any law of a federal, state or local government having jurisdiction over this Agreement, the validity of the remaining sections shall not be affected. This includes, without limitation, a change in law or government program policy that is inconsistent with any provision of this Agreement. In addition TriWest shall replace the illegal, unenforceable or invalid provision(s) with a new provision(s) that, being valid, legal and enforceable comes closest to the intention of the Parties concerning the illegal, unenforceable or

invalid provision(s). TriWest shall deliver to Provider, in writing, replacement language to effectuate the new provision(s). The replacement language shall specify its effective date and shall take effect without signatures of the Parties.

J. No Oral Modifications.

Except as set forth in Sections III.B, V, and VI.A above, this Agreement and any of its Addenda may be modified or amended only by written agreement executed by all Parties to this Agreement.

K. Construction

The Parties to this Agreement have both had an equal opportunity to review, discuss and negotiate the language and terms of this Agreement and therefore both Parties acknowledge and agree that there shall not be any presumption to construe ambiguous or disputed language against the drafter.

L. Confidentiality

Provider and TriWest each agree to keep strictly confidential all reimbursement rates and payment methodologies set forth in this Agreement and its Addenda, except that this provision does not preclude disclosure by TriWest to Beneficiaries of the method of compensation used by TriWest nor disclosure by Provider or TriWest to government agencies as may be required by law or regulation. Provider and TriWest agree that nothing in this Agreement shall be construed as a limitation of (i) Provider's rights or obligations to discuss with the Beneficiaries matters pertaining to the Beneficiaries' health regardless of coverage options or (ii) TriWest's rights or obligations with respect to subcontractors. Except as provided in this Section VI.L, any other release of the reimbursement rates set forth in this Agreement and its Addenda by Provider, or TriWest shall require the written permission of the others.

M. No Inducement to Refer

Nothing contained in this Agreement will require either Party or any physician of a Party to admit or refer any patients to the other Party's facilities. The Parties enter into this Agreement with the intent of conducting their relationship in full compliance with applicable federal, state and local law, including the Medicare/Medicaid Anti-Fraud and Abuse Amendments and the Physician Ownership and Referral Act (commonly known as the Stark Law). Notwithstanding any unanticipated effect of any of the provisions herein, neither Party will intentionally conduct itself under the terms of this Agreement in a manner to constitute a violation of these provisions.

N. Eligibility for Participation in Government Programs

Each Party represents that neither it, nor any of its management or any other employees or independent contractors who will have any involvement in the services or products supplied under this Agreement, have been excluded from participation in any government healthcare program, debarred from or under any other federal program (including but not limited to debarment under the Generic Drug Enforcement Act), or convicted of any offense in 42 U.S.C. Section 1320a-7, and that it, its employees, and independent contractors are not otherwise ineligible for participation in federal healthcare programs. Further, each Party represents that it is not aware of any such pending action(s) (including criminal action) against it or its employees or independent contractors. Each Party shall notify the other Party immediately upon becoming aware of any pending or final action in any of these areas.

O. Time Limited

This Agreement is not an offer and will not be binding until fully executed by the Parties and accepted by TriWest. This Agreement should be returned to TriWest within one hundred eighty (180) days of Provider's receipt, or Provider should reach out to TriWest to determine whether this Agreement remains valid.

P. Authority on Behalf of Providers

Provider represents and warrants that it is duly authorized to negotiate and enter into this Agreement on behalf of each of the Providers identified in Exhibit 1.

Signature appears on last page

Each person signing this Agreement certifies that he/she has the appropriate authority to bind the respective Party. Intending to be legally bound, the Parties have executed this Agreement as of its Effective Date.

Provider
[Provider Legal Business Name]

Accepted by TriWest:

TriWest Healthcare Alliance Corp.

By:
Signature

Signature Date Signatory Name and Title (Printed)

Frank E. Maguire, M.D.
Chief Network Officer

Date:
Tax Id Number:
Specialty:

Whose main address is:
P.O. Box 42049
Phoenix,
AZ 85053

Whose main address is:

Fax # (866) 867-7925

Fax:

COMMUNITY CARE NETWORK
TERMS AND CONDITIONS

These Community Care Network Terms and Conditions ("T & C") are hereby incorporated by this reference into the Institution Agreement ("Agreement") by and between [Provider Legal Business Name] ("Provider") and TriWest Healthcare Alliance Corporation, a Delaware close corporation, ("TriWest") , as if fully set forth therein and is hereby effective _____. All defined terms used herein will have the same meanings set forth in the Agreement. Provider shall provide VA Beneficiaries (defined below) with the services described herein ("Services").

PURPOSE: The purpose of these T & C is to include Provider in a network to provide health care services to Department of Veterans Affairs (VA) Beneficiaries under the Community Care Network ("CCN") program and to establish the terms of participation in the CCN program.

All of the terms of the Agreement remain in full force and effect and will apply to Provider's participation in the CCN program; provided that, in the event of a conflict between the terms of these T & C and the terms of the Agreement, the terms of these T & C shall govern.

In addition to the terms and conditions of the Agreement, the following terms and conditions are applicable to the CCN program.

1. DEFINITIONS: For purposes of these T & C, the following definitions shall apply:

CCN Covered Services – Services, items and supplies for which benefits are available to VA Beneficiaries in accordance with the rules, regulations, polices and instructions of Veterans Administration and the Veterans Health Administration.

Prior Authorization – A required process through which VA reviews and approves certain medical services to ensure the medical necessity and appropriateness of care prior to services being rendered within a specified timeframe from a non-VA provider or additional resources in the community. This type of process requires a Prior Authorization be obtained "prior to" the specified service.

Emergency Care –Medical care required within twenty-four hours or less that is essential to evaluate and stabilize conditions of an Emergency/Emergent Need that if not provided may result in unacceptable morbidity/pain if there is significant delay in evaluation or treatment.

Emergency/Emergent Need – Conditions of one's health that may result in the loss of life, limb, vision, or result in unacceptable morbidly/pain when there is significant delay in evaluation or treatment.

TriWest Provider Handbook(Provider Handbook) – The set of comprehensive written guidelines, instructions, rules, policies and procedures for the CCN program, as established and published by TriWest for participating providers, and as may be amended from time to time by TriWest in accordance with the provisions of this Agreement.

Urgent Care – The medical services defined in 38 C.F.R. § 17.4600(b)(5) provided in an outpatient setting to treat acute or chronic illness or injury.

Veterans Health Administration (VA) – The division of the Department of Veterans Affairs that provides health care services and administers health care benefits for eligible Beneficiaries.

VA Beneficiary - Any person eligible to receive CCN Covered Services under the rules, regulations, policies and instructions of the VA.

2. Provider shall comply with all applicable laws, rules, regulations, and requirements, including all VA and TriWest rules, regulations, requirements, policies, and procedures, including the terms and conditions in the Provider Handbook, as amended from time to time, and shall treat VA Beneficiaries pursuant to the terms and conditions of both these T & C and the Agreement as applicable, and in accordance with the above referenced laws, rules, regulations, and requirements.

3. Provider shall provide and maintain policies of general and professional liability (malpractice) coverage in accordance with the terms and conditions set forth in the TriWest Provider Handbook.

4. Provider will use best efforts to complete training provided by VA or TriWest as specified in the Provider Handbook.

5. Provider understands and agrees that VA and TriWest have no obligation under the terms of this Agreement or the T & C to refer VA Beneficiaries to Provider for services.

6. Provider shall accept the terms of reimbursement and the Reimbursement Rates set forth in Exhibit 1 to these T & C as payment in full for the provision of CCN Covered Services to VA Beneficiaries. With the exception of covered Urgent and Emergent Care, Provider will be reimbursed only for services rendered to VA Beneficiaries that have a Prior Authorization by VA. In no event will Provider be paid for such services more than the amount payable by VA. All services must be Medically Necessary. Prior Authorization is not a guarantee of payment of a claim.

7. Provider will comply with the policies and procedures of the Provider Handbook for coverage and reimbursement for Urgent and Emergency Care, handling VA Beneficiary Other Health Insurance (OHI), VA Beneficiary co-pays and the influenza vaccine. Emergency Care Providers must notify VA, via secure email, secure fax or EDI, within seventy-two (72) hours of the Veteran self-presenting to their facility for care. If a Veteran has a Prior Authorization for care and during treatment it is determined the Veteran is experiencing an emergency, the treating Provider must seek emergency treatment immediately and notify VA immediately.

8. Provider will cooperate with TriWest's efforts to detect and prevent any activity that may constitute a compliance concern including fraud, waste, or abuse, following standards set by federal and state law and regulation. Claims that constitute fraud, waste or abuse will be denied.

9. Provider shall not bill VA Beneficiaries for any CCN Covered Services, including but not limited to VA Beneficiaries not appearing (e.g. "no show") for their appointment and treatments that were set up but never started, or any other administrative or service fees. Provider may collect payment from VA Beneficiaries for non-CCN Covered Services or services that were not Medically Necessary when Provider has entered into a written agreement with the VA Beneficiary in advance that notifies the VA Beneficiary of the services to be billed and of their payment responsibilities for those services in accordance with federal law and the Agreement.

10. Provider shall submit claims for CCN Covered Services on behalf of VA Beneficiaries in accordance with the claims submission rules and procedures as outlined in the TriWest Provider Handbook. Provider shall use best efforts to submit claims within thirty (30) days after the provision of the CCN Covered Services. No payment shall be made for a Clean Claim that is (i) submitted more than one hundred and eighty (180) days after the provision of the CCN Covered Services; or (ii) for services provided to VA Beneficiaries without a Prior Authorization by VA; or (iii) for services for VA Beneficiaries for which required medical reports have not been timely received by VA. Referring Provider will comply with Provider Handbook policies and procedures for referrals to ancillary providers.

11. In the event Provider believes that TriWest incorrectly denied, paid, or processed all or part of a claim and desires to obtain a review of the determination, Provider shall, within ninety (90) days of initial determination, submit a written request for review to TriWest. The request must be in writing and includes the items of concern regarding TriWest's determination and all additional information (including medical information) supporting Provider's belief that the denial or other TriWest determination was incorrect. All other dispute provisions specified in the Agreement remain in full force and effect.

12. Medical documentation, which includes both outpatient and inpatient records, must be returned in accordance with the policies and procedures set forth in the TriWest Provider Handbook.

13. Provider shall provide a VA Beneficiary with a copy of his or her medical record at no charge, to include narrative summary and other documentation of care, within ten (10) business days of the request.

14. Provider shall provide copies of medical records to TriWest within ten (10) business days of TriWest's request, to permit TriWest to conduct peer review, quality assurance and utilization review. TriWest will not pay, and Provider agrees to waive, any costs associated with the aforementioned submission of medical documentation, including but not limited to any copying or handling fees. TriWest will accept secure electronic medical records in a HIPAA compliant encrypted format.

15. Provider shall notify TriWest of any change in address, professional affiliation, tax identification number, licensure status, and/or staff privileges. Provider shall use best efforts to notify TriWest at least sixty (60) days prior to the date of the change, or at the earliest opportunity. If advance notification is not possible, Provider shall notify TriWest no later than fourteen (14) days after the effective date of the change.

16. Provider shall use best efforts to comply with the VA Beneficiary access standards specified in the Provider Handbook.

17. Provider shall not advertise the award of the Agreement or these T & C in its commercial advertising in such a manner as to state or imply that the Department of Veterans Affairs endorses a product, project or commercial line of endeavor.

18. TERMINATION: The T & C and Provider's participation in the CCN program may be terminated immediately upon Provider's failure to meet CCN program participation requirements. Either Party may terminate Provider's participation in the CCN program without cause upon ninety (90) calendar days' notice by any Party.

19. SURVIVABILITY: The obligations of Sections 2 and 8 of these T & C shall survive the termination of these T & C and the Agreement.

If any provision of these T & C is deemed illegal, unenforceable or in conflict with any law of a federal, state or local government having jurisdiction over these T & C, the validity of the remaining sections of these T & C and of the Agreement shall not be affected.

No Signature Required

Exhibit 1 to the CCN Terms and Conditions
Reimbursement Rates

PROVIDER NAME: See Exhibit 2
TIN: See Exhibit 2

Provider acknowledges that this Exhibit 1 to the T & C sets forth the exclusive reimbursement it will receive for the provision of CCN Covered Services to VA Beneficiaries except for applicable Copayments.

Provider acknowledges that TriWest, as the third party administrator for CCN Program, is not the insurer, guarantor, or underwriter of the payment of Covered Service for VA Beneficiaries' benefits to the Provider. The services and payments made under this T & C shall be subject to all applicable federal laws and VA rules and regulations. In no event will Provider be paid more than the amount payable by VA. As federal law or regulation requires change in VA reimbursement or the methodology to compute any VA payments, this Exhibit is automatically updated to comply with said change. There will be no separate additional payment for services provided in any Health Professional Shortage Area (HPSA).

The terms of the T & C, specifically including this Exhibit, are applicable for all care that requires a Prior Authorization for VA Beneficiaries billed under the TIN(s) listed in Exhibit 2.

INPATIENT SERVICES (Including Long Term Care Acute Hospitals)

Provider agrees to accept _____ percent (XX%) of the current applicable Medicare Payment Methodology, as updated from time to time, for the locale where the service is provided.

If a billed medical procedure or service is not payable under Medicare or is payable under Medicare but does not have established pricing at the national or local level, payment will be based upon the below hierarchy in order from first to last:

(1) VA Fee Schedule
(2) Billed Charges (inclusive of any agreed discount)

Provider agrees to accept a _____ percent (XX%) discount off Provider's billed charge.

Transplants and Organ Acquisition Costs

For the transplant procedure itself, Provider shall be reimbursed the applicable Medicare Prospective Payment System Diagnostic Related Grouping (DRG).

For the organ acquisition costs, Provider is to bill per Provider's charge master using the appropriate REV code. In addition to the DRG payment specified in this paragraph, for transplants requiring organ acquisition, there will be an additional payment for the procurement of the applicable organ as reported in Provider's most recently filed D-4 (formerly D-6) Worksheet or successor form. Provider shall submit a copy of the D-4 Worksheet, including the expected reimbursement that includes the expected reimbursement amount from the D-4 calculation.

URGENT AND EMERGENCY CARE

Provider agrees to accept _____ percent (XX%) of the current applicable Medicare Payment Methodology, as updated from time to time, for the locale where the service is provided.

If a billed medical procedure or service is not payable under Medicare or is payable under Medicare but does not have established pricing at the national or local level, payment will be based upon the below hierarchy in order from first to last:

(1) VA Fee Schedule

(2) Billed Charges (inclusive of any agreed discount)

Provider agrees to accept a _____ percent (XX%) discount off Provider's billed charge.

HOME HEALTH SERVICES

Skilled Home Health Service

Provider agrees to accept _____ percent (XX%) of the current applicable Medicare Payment Methodology, as updated from time to time, for the locale where the service is provided.

If a billed medical procedure or service is not payable under Medicare or is payable under Medicare but does not have established pricing at the national or local level, payment will be based upon the below hierarchy in order from first to last:

(1) VA Fee Schedule
(2) Billed Charges (inclusive of any agreed discount)

Provider agrees to accept a _____ percent (XX%) discount off Provider's billed charge.

Unskilled Home Health Services

Provider agrees to accept _____ percent (XX%) of the rate established by the VA Medical Center Fee Schedule.

When a given medical procedure or service is not payable under the VA Medical Center Fee Schedule, Provider agrees to accept a _____ percent (XX%) discount off Provider's billed charge.

HOME INFUSION THERAPY SERVICES

Provider agrees to accept _____ percent (XX%) of the current applicable Medicare Payment Methodology, as updated from time to time, for the locale where the service is provided.

If a billed medical procedure or service is not payable under Medicare or is payable under Medicare but does not have established pricing at the national or local level, and is not included in the fee schedule listed above, payment will be based upon the below hierarchy in order from first to last:

(1) VA Fee Schedule
(2) Billed Charges (inclusive of any agreed discount)

Provider agrees to accept a _____ percent (XX%) discount off Provider's billed charge.

Provider agrees to accept a _____ percent (XX%) discount off Average Wholesale Price (AWP), not to exceed Provider's billed charge, as the Reimbursement Rate for pharmaceuticals used during Home Infusion Therapy service(s). Compounding fees are not separately payable.

When a pharmaceutical is not payable under Average Wholesale Price (AWP) or is payable under Average Wholesale Price (AWP) but does not have established pricing at the national or local level, Provider agrees to accept a _____ percent (XX%) discount off Provider's billed charge as the Reimbursement Rate. Compounding fees are not separately payable.

The Per Diem includes administrative services, professional pharmacy services, care coordination and all necessary supplies and equipment including Saline and Heparin flush, (drug and nursing visits are coded separately.)

INFLUENZA VACCINE

For the administration of the influenza vaccine Provider agrees to accept _____ dollars ($XX) as the Reimbursement Rate.

ALL OTHER SERVICES

For all other services not otherwise specified, including but not limited to; professional and ancillary services, outpatient services and dialysis, Provider agrees to accept _____ percent (XX%) of the current applicable Medicare Payment Methodology, as updated from time to time, for the locale where the service is provided.

If a billed medical procedure or service is not payable under Medicare or is payable under Medicare but does not have established pricing at the national or local level, payment will be based upon the below hierarchy in order from first to last:

(1) VA Fee Schedule
(2) Billed Charges (inclusive of any agreed discount)

Provider agrees to accept a _____ percent (XX%) discount off Provider's billed charge.

Exhibit 2 to the CCN Terms and Conditions

Facility Listing

Add Facility Name, TIN and Check all services provided.

Facility Name	Tax ID Number	Inpatient Services										All Other Services								
		Inpatient Services	Rehabilitation Services	Skilled Nursing	Swing Bed	Behavioral Health Inpatient	Behavioral Health PHP	Behavioral Health RTC	Behavioral Health SUDRF	Hospice & Palliative Care	Long Term Acute Care	Outpatient	Behavioral Health Outpatient	Ambulatory Surgery Center	Professional Services	Ancillary Services	Dialysis	Home Infusion	Home Health Services	Urgent & Emergency Services
[Provider Legal Business Name]	[TIN]																			