

Purchaser Standards

Intermountain Health Care

The following standards are required of the employer (PURCHASER) to be met and maintained in order to access or continue to access Intermountain Health Care (INTERMOUNTAIN) as part of the Provider Network. Upon request, written documentation may be required to establish compliance to this Exhibit.

- A. **Good Faith Cooperation:** PURCHASER agrees to deal with COMPANY and INTERMOUNTAIN in good faith, refrain from harming the reputation and public image of COMPANY and INTERMOUNTAIN, and refrain from public statements that may be damaging to COMPANY or INTERMOUNTAIN.
- B. **Facility Communication:** COMPANY and PURCHASER agree to direct all correspondence they intend to send to Intermountain Facilities through INTERMOUNTAIN for review and approval prior to distribution to Intermountain Facilities.
- C. **Identification Card:** If COMPANY does not provide Members with a Member identification card, PURCHASER agrees to arrange for the distribution of an identification card to all Subscribers that includes the name of PURCHASER's plan, PURCHASER's identification number, the COMPANY service mark, and the toll-free numbers that Intermountain Facilities and Members may use to verify coverage, to obtain authorization for Covered Services, and to review the status of a claim. The identification card will also include the address where claims should be sent.
- D. **Dispute Resolution:** PURCHASER agrees to meet and confer with COMPANY and INTERMOUNTAIN in good faith to resolve any controversies or claims that may arise under this Agreement. Any controversy or claim solely between the parties, relating to this Agreement or the breach of this Agreement, that is not settled by informal means will be submitted to binding, compulsory arbitration and judgment pursuant to Title 78B, Chapter 11, Utah Code Annotated, as amended, and handled in accordance with the Rules of the American Health Lawyers Association Alternative Dispute Resolution Service to the extent such rules are not in conflict with such law. Each party agrees to bear its own costs, expenses, and attorney fees arising from such controversy or claim. The parties will share equally the cost of the arbitrator(s).
- E. **Insurance:** PURCHASER agrees to maintain policies of general liability insurance or a comparable program of self-insurance. PURCHASER agrees to provide INTERMOUNTAIN with documentation of such insurance policy or policies upon request.
- F. **Use and Marketing of Network:** PURCHASER is prohibited from marketing or subcontracting the INTERMOUNTAIN Network facilities listed in Attachment B, "Intermountain Facilities and Payment Schedule," of the UUHP/INTERMOUNTAIN Commercial Agreement and the Professional Providers included on the Professional Provider List, in part or in total, as defined in the of the UUHP/INTERMOUNTAIN Commercial Agreement.
- G. **Professional Employee Organizations (PEO)/Multiple Employer Welfare Arrangements (MEWA):** PURCHASER represents and warrants that its business is NOT that of a:
 - 1. PEO, licensed according to Utah Code Title 31A, Insurance Code, Chapter 40, "Professional Employer Organization Licensing Act"; or
 - 2. MEWA, licensed according to Utah Code Title 31A, Insurance Code, Chapter 13, "Employee Welfare Funds and Plans".
- H. **Compliance with Regulatory Requirements:** PURCHASER represents and warrants that during the term of this Agreement, it is in compliance with all applicable state and federal laws and regulations governing the subject matter of this Agreement, including any requirements regarding electronic transactions, confidentiality of individually identifiable health information, disclosure of nonpublic personal information, licensing, and appeals and grievance procedures.
- I. **Default and Cure:** If PURCHASER is in default of any applicable requirement in Sections A-H of this "Exhibit F Purchaser Standards," INTERMOUNTAIN may give written notice to COMPANY of PURCHASER default. If PURCHASER is unable to cure the default within a reasonable amount of time, INTERMOUNTAIN may upon five (5) days written notice to COMPANY, terminate PURCHASER's access to the Network and discontinue PURCHASER's discounts specified in the UUHP/INTERMOUNTAIN Commercial Agreement.
- J. **Access to Network:** Unless specific provisions have been waived in writing by INTERMOUNTAIN, PURCHASER must comply with Sections A-J above, in order to access to the INTERMOUNTAIN Network, as defined in the UUHP/INTERMOUNTAIN Commercial Agreement.