

# Participation Agreement

## 1. Recitals

Whereas Southwest Behavioral Health Independent Practice Association (“the IPA”), a New Mexico non-profit corporation that seeks to meet the healthcare needs of employer sponsored and insurer-sponsored health plans (“Health Plans”); and

Whereas the IPA sees to accomplish this by offering a coordinated system of behavioral health care providers (the “Network”) that can improve the health status of people insured by Health Plans (“Insureds”), improve the quality of care delivered, and manage the cost of delivering that care; and

Whereas \_\_\_\_\_ member provider name (“Participant”) seeks to participate in these efforts and provide services to Insureds seeking care through the Network,

Therefore, Participant and the IPA enter into this Participation Contract pursuant to the following terms:

## 2. Authority

Participant hereby authorizes the IPA to review the terms of managed care arrangements on Participant’s behalf. Participant agrees to be bound by all the terms of such contracts, except that Participant may, at any time, elect not to participate in one or more specific Health Plans in which the IPA participates. Where conflicts exist between this Contract and a contract with a Health Plan, the latter shall prevail. The relationship between the IPA and the Participant shall be as independent contractors and not as employer-employee or agent-principal. Within competitive market ranges, the IPA shall endeavor to negotiate terms which meet Participant’s and Health Plans’ strategic objectives. The IPA shall notify Participant of the terms of each contract within thirty (30) days of execution. Participant shall never, under any circumstances, including a Health Plan’s insolvency, bill the IPA or an Insured for amounts due from another party. This provision shall survive termination of this contract.

## 3. Non-exclusivity

This agreement shall in no way restrict Participant’s ability to contract directly with any other organization, including the IPA’s competitors.

## 4. Advocacy

The IPA shall advocate for Participant in fulfilling the terms of contracts that the IPA executes on Participant’s behalf, including but not limited to, easing administrative procedures, assisting with claims disputes, and other functions.

## **5. Policies and Procedures**

Participant hereby agrees to comply with the IPA's policies and procedures as adopted by the board, a copy of which the IPA shall provide to participant.

## **6. Term and Termination**

This contract shall begin on the above date and will continue until terminated by either party. Either party may terminate this contract without cause upon ninety (90) days' advance written notice. Either party may terminate this contract upon ninety (90) days' advance written notice if the other party has breached any material provision hereof.

Either party may terminate this contract immediately if the party has reasonable cause to believe that this is necessary to avoid endangering the welfare of any patient, including an adverse change in Participant's credentials or a material inaccuracy in Participant's participation application. In the event of termination by either party, both parties shall exercise their best efforts to effect transition of patient care responsibilities without negatively impacting the quality of care, including notifying patients of such termination.

## **7. Amendment**

The IPA may amend this contract by providing participant ninety (90) days' advance written notice. If participant does not wish to continue participating under the amended terms, Participant may provide, at any time before the amendment takes effect, ninety (90) days' advance written notice of termination.

## **8. Notice**

Notice shall be deemed delivered when sent by email or first class USPS mail as per signature section below section 9 Miscellaneous [see below]

To Participant: [Please include both mailing and email addresses in the box below]

To the IPA:

SWBHIPA  
P.O. Box 3682  
Albuquerque NM 87190-3682

**9. Miscellaneous**

The laws of the State of New Mexico shall govern this contract. Participant and the IPA both agree to comply with all relevant federal, state and local laws. The invalidity or unenforceability of any terms of this contract shall not affect the validity or enforceability of any other term.

This agreement becomes effective upon approval by the IPA. The date the contract becomes effective will appear on the returned copy (electronic or paper) with the President's signature.

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Participant and the IPA hereby acknowledge their understanding of this contract and its ramifications and execute it by their signatures below:

- I wish to sign electronically and receive my completed Participation Agreement through the following email address:

By checking this box and entering my email address, I am providing my electronic agreement and signature to the Participation Agreement and it will serve the same function as a paper signature.

- I wish to sign on paper and receive my completed Participation Agreement by return USPS first class mail at the following mailing address:

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Participant Signature Date

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SWBHIPA President Signature Date

Contract Effective Date (to be completed by SWBHIPA): \_\_\_\_\_

