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Health, Housing & Human Services
CLACKAMAS COUNTY

COPY

Richard Swift
Director

November 25, 2015

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of a Revenue Provider Agreement with
Regence Blue Cross Blueshield of Oregon to provide primary care and mental health care services to assigned members at the Clackamas County Health Centers

Purpose/Outcomes	Regence Blue Cross Blueshield of Oregon is a health plan provider and assigns their members to Clackamas County Health Centers Division (CCHCD) for care.
Dollar Amount and Fiscal Impact	This is a No Maximum agreement. Revenue is determined by number of members assigned that receive billable services.
Funding Source	Fee for service. No County General Funds are involved.
Duration	Effective upon signature and continues until terminated
Previous Board Action	No previous action
Strategic Plan Alignment	2. Ensure safe, healthy and secure communities
Contact Person	Deborah Cockrell, Health Center Director – 503-742-5495
Contract No.	6470

BACKGROUND:
Clackamas County Health Centers Division (CCHCD) of the Health, Housing & Human Services Department requests the approval of a Revenue Provider Agreement with Regence Blue Cross Blueshield of Oregon to provide primary care and mental health care services at the Clackamas County Health Centers

This is a No Maximum agreement as revenue will be determined by the number of assigned members and how many of them receive services. County Counsel reviewed this agreement on November 16, 2015. The Agreement is effective upon signature and continues until terminated.

Recommendation
We recommend approval of this amendment and that Richard Swift be authorized to sign on behalf of the Board of County Commissioners.

Respectfully submitted,

for RS

Richard Swift, Director
Health, Housing & Human Services

REGENCE BLUECROSS BLUESHIELD OF OREGON

MEDICAL GROUP AGREEMENT

Regence BlueCross BlueShield of Oregon is an Independent Licensee of the Blue Cross and Blue Shield Association

REGENCE BLUECROSS BLUESHIELD OF OREGON

MEDICAL GROUP AGREEMENT

This Agreement between Regence BlueCross BlueShield of Oregon (Regence BCBSO), an Oregon nonprofit corporation, and **CLACKAMAS COUNTY PUBLIC HEALTH** (Medical Group), describes the terms and conditions under which Medical Group and Medical Group Provider shall participate in the provider networks identified in the attachments to this Agreement.

I. DEFINITIONS

The following definitions apply to the words and terms used in this Agreement:

A. Covered Services are Medically Necessary health care services and supplies rendered or furnished by Medical Group Providers to Members that are eligible for benefit consideration under Member Agreements.

B. Investigational. The definition provided in the Member Agreement. To the extent that the Member Agreement does not provide a definition of Investigational, the following definition shall apply: a health intervention that Regence BCBSO or Payor has classified as Investigational. Regence BCBSO will review Scientific Evidence from well-designed clinical studies found in peer-reviewed medical literature, if available, and information obtained from Medical Group Provider regarding the health intervention to determine if it is Investigational. A health intervention not meeting all of the following criteria, is, in Regence BCBSO's judgment, Investigational:

- The Scientific Evidence must permit conclusions concerning the effect of the health intervention on health outcomes, which include the disease process, injury or illness, length of life, ability to function and quality of life.
- The health intervention must improve net health outcome.
- The Scientific Evidence must show that the health intervention is as beneficial as any established alternatives.
- The improvement must be attainable outside the laboratory or clinical research setting.

For purposes of this definition, Scientific Evidence means scientific studies published in or accepted for publication by medical journals that meet nationally recognized requirements for scientific manuscripts and that submit most of their published articles for review by experts who are not part of the editorial staff; or findings, studies or research conducted by or under the auspices of federal government agencies and nationally recognized federal research institutes. However, Scientific Evidence shall not include published peer-reviewed literature sponsored to a significant extent by a pharmaceutical manufacturing company or medical device manufacturer or a single study without other supportable studies.

C. Member is a person eligible to receive health care benefits for Covered Services under a Member Agreement.

D. Member Agreement is a contract or plan underwritten or administered, in whole or in part, by Regence BCBSO or other Payor which sets forth the terms and conditions under which a Member is entitled to receive benefits for Covered Services.

E. Medical Case Management is a process to provide early assessment of and intervention for Members with acute or chronic illness, catastrophic events or multiple encounters with Physicians or Other Health Care Professionals. This includes evaluation, resource coordination

and creating flexible, cost-effective options for identified individuals to facilitate quality care and individualized treatment goals.

F. Medical Emergency means a medical condition that manifests itself by symptoms of sufficient severity that a prudent lay person possessing an average knowledge of health and medicine could reasonably expect that the failure to receive immediate medical attention would result in:

1. placing the health of the person (or a fetus in the case of a pregnant woman) in serious jeopardy;

2. serious impairment to bodily functions; or,

3. serious dysfunction of any bodily organ or part.

G. Medical Emergency Services are Covered Services furnished in the case of a Medical Emergency, including ancillary services, to the extent they are required for stabilization of the patient.

H. Medical Group Provider is a Physician or Other Health Care Professional who is employed by or has contracted with Medical Group to provide health care services under this Agreement.

I. Medically Necessary or Medical Necessity is a service or supply required for diagnosis or treatment of illness or injury, which, in the judgment of Regence BCBSO, is:

1. appropriate to treatment setting and level of care, in amount, duration and frequency; and consistent with symptoms, diagnosis, or treatment of the Member's condition;

2. received in the least costly medically appropriate treatment setting, including alternative supplies and levels of service, which can safely be provided;

3. appropriate with regard to widely accepted standards of medical practice as determined by Regence BCBSO (see Note below);

4. not primarily for the convenience of the Member, or a Physician or Other Health Care Professional of services or supplies.

Note: The fact that services were prescribed, recommended or approved by a Medical Group Provider does not in and of itself mean that the services were Medically Necessary. Regence BCBSO will determine whether a service or supply is Medically Necessary.

J. Non-Covered Service is a service or supply that is not a Covered Service for any of the following reasons: (1) the service or supply is Investigational or not Medically Necessary; or (2) the service or supply is not an available benefit or a Covered Service under the Member Agreement for any reason.

K. Other Health Care Professional is a person, other than a Physician, who is legally qualified to provide health care services in the state where he or she practices, and who is eligible for reimbursement under a Member Agreement.

L. Participating Provider is a hospital or other health care facility, a Physician, health care professional or group of health care professionals, or other provider of medical services or supplies who is legally qualified to provide health care services and who has contracted to be on Regence BCBSO's participating provider panel and to provide Covered Services to Members.

M. Payor means Regence BCBSO, Healthcare Management Administrators, Inc., a Blue Cross and/or Blue Shield Plan through the BlueCard Program, Cambia Health Solutions, its subsidiaries and affiliated companies, an insurer, a trust, a self-funded health plan or other entity (for which Cambia Health Solutions, or its subsidiaries or affiliates, administers or underwrites a plan or contract) that is responsible for remuneration for Covered Services rendered to a Member.

N. Physician is a person who is legally qualified to practice medicine in the state where he or she practices.

II. OBLIGATIONS OF PAYORS

A. **Payment**. Regence BCBSO or other Payor will compensate Medical Group and Medical Group Provider for Covered Services rendered to Members in accordance with this Agreement, including the applicable financial attachment(s) hereto, and with Regence BCBSO's claims payment policies. Such compensation will be based on the lesser of billed charges or the amount established pursuant to the applicable financial attachment to this Agreement. Medical Group and Medical Group Provider agrees to accept such payment as compensation in full for Covered Services.

B. **Timing of Payment**. For claims subject to ORS 743.911 and ORS 743.913, the Oregon prompt pay law, Payor will pay or deny clean claims within thirty (30) days after receipt. If additional information is required to process a claim, Payor will notify Medical Group and Medical Group Provider in writing within thirty (30) days following receipt of the claim. Payor shall pay a clean claim or deny the claim no later than thirty (30) days after receiving the additional information. Payor shall pay simple interest of twelve percent (12%) per annum on the unpaid amount of any claim that is due and owing, accruing from the date after the payment was due until the claim is paid. Interest on any overdue payment for a clean claim begins to accrue on the 31st day after the date Payor receives the claim. Interest on claims for which additional information is required begins to accrue on the 31st day after the Payor receives the requested information. No interest shall be paid if the amount of interest owed is two dollars ($2.00) or less on a claim.

C. **Directories**. Regence BCBSO and other Payors agree to identify Medical Group and Medical Group Providers as Participating Providers in marketing brochures and in directories listing Physicians or other Health Care Professionals for the purpose of informing potential and current Members of the choice of Participating Providers.

D. **Committees**. Regence BCBSO will afford Medical Group Providers the opportunity to serve on advisory committees and will hold such Medical Group Providers harmless from any and all claims arising out of actions that are within the course and scope of such committee participation.

E. **Advocacy**. Regence BCBSO will not terminate or suspend a Medical Group Provider practicing in conformity with community standards for duty of care solely for advocating a decision, policy or practice. Regence BCBSO will not penalize a Medical Group Provider because the Medical Group Provider, in good faith, reports to state or federal authorities any act or practice by Regence BCBSO that jeopardizes Member health or welfare.

F. **Annual Accounting**. Medical Group is entitled to an annual accounting summarizing the financial transactions between the parties, and such accounting will be provided by Regence BCBSO upon Medical Group's written request.

G. **Coverage and Payment Decisions**. In accordance with ORS 743.803(2)(e), an Oregon licensed doctor of medicine or osteopathy employed or retained by Regence BCBSO will be

responsible for all final medical and mental health decisions of Regence BCBSO relating to whether a particular service is a Covered Service and whether payment should be made pursuant to this Agreement.

H. **Provider Services**. Regence BCBSO will make available to Medical Group and/or Medical Group Providers the assistance of Provider Consultants, Provider Communication Consultants, Provider Relations Representatives, the Provider Center and Customer Service Representatives. Provider Consultants resolve global issues through communication with clinics, Physicians and other Participating Provider offices. They are the primary external contact, building relationships and implementing strategic initiatives, including office manager forum participation. Provider Communications Consultants produce written provider communications including newsletters, letters and manuals, and maintain the Provider Web Site. Provider Relations Representatives are available to answer telephone inquiries and are the main points of contact for billing, coding, contract terms and demographic changes. The Provider Center, our Web-based tool, can be used to verify patient eligibility, obtain claim status and payment information and view general benefits. Customer Service Representatives are available to answer questions that cannot be verified by using the Provider Center.

I. **Medical Case Management**. Upon notification by Medical Group or Medical Group Provider that a Member falls within either of the following categories, Regence BCBSO will provide Medical Case Management:

1. A Member with acute or chronic diagnosis or injuries, requiring prolonged hospitalization, repeated hospitalization, and/or high use of one or more services.

2. A Member with frequent repeated and/or related illnesses, high frequency of inpatient or outpatient contacts, and/or frequent contacts with multiple physicians or other providers.

J. **Multiple Coverage**. Except as otherwise set forth herein, if a Member has other coverage and if Regence BCBSO has secondary responsibility, Regence BCBSO will not pay more than an amount which, when added to amounts Medical Group and Medical Group Provider received from other coverage(s), equals 100% of the total allowable expense as defined by OAR 836-020-0775. However, if a Member Agreement is not subject to OAR 836-020-0770 through OAR 836-020-0805, Regence BCBSO will calculate its payment when it has secondary responsibility in accordance with the terms of the Member Agreement or other applicable law. Unless otherwise required by law, the Medical Group and Medical Group Provider agree to accept the negotiated amount as payment in full, whether that amount is paid in whole or in part by the Member, or by Regence BCBSO, or by any combination of payors, including other payors which may pay before Regence BCBSO in the order of benefit determination. In no event shall Regence BCBSO pay more than it would have paid in the absence of other coverage.

K. **Administrative Manual.** Regence BCBSO shall make available to Medical Group Provider copies of the Administrative Manual, either electronically or on paper, which outlines billing requirements, general benefits information, care management requirements and other relevant information. The terms of the Administrative Manual shall be incorporated herein by reference. Regence BCBSO may revise and update the Administrative Manual in its sole discretion from time to time with ninety (90) days notice to Medical Group Provider. Medical Group Provider agrees that such revisions become a part of the Administrative Manual and Medical Group Provider agrees to comply with any such revisions. Medical Group Provider agrees to abide by Regence BCBSO directives, whether communicated by Regence BCBSO through its Administrative Manual or other communications and publications.

III. OBLIGATIONS OF MEDICAL GROUP

A. **Services to Members**. Subject to practice limitations and medical ethics, Medical Group and Medical Group Providers agree to accept Members as patients.

B. **Conditions for Participation**.

1. All Medical Group Providers providing services to Members under this Agreement shall maintain, during the term of this Agreement, current and effective licenses to provide health care services. Medical Group shall notify Regence BCBSO within five days if Medical Group Provider's license is revoked, suspended or restricted.

2. Medical Group and Medical Group Providers agree to comply with payment policies established by Regence BCBSO. Regence BCBSO may modify or establish new payment policies from time to time, as published in The Connection℠ or The Connection Online℠ newsletters.

3. Medical Group and Medical Group Providers will maintain at their sole expense general comprehensive liability insurance policies. Medical Group Providers will maintain at their sole expense professional liability insurance policies with limits in the amounts required by Regence BCBSO. Medical Group and Medical Group Providers will notify Regence BCBSO promptly of any revocation, suspension, reduction, limitation, probationary or other disciplinary action of any such policy or policies. If Medical Group and/or a Medical Group Provider procures one or more claims-made policies to satisfy its obligations under this Agreement, Medical Group and/or Medical Group Provider will obtain any extended reporting endorsement ("tail") required to continuously maintain such coverage in effect for all acts, omissions, events or occurrences during the term of this Agreement, without limit or restriction as to the making of the claim or demand.

C. **Billing and Reimbursement**.

1. Medical Group agrees to bill Payor directly for all Covered Services provided by Medical Group Providers within twelve (12) months of the date Covered Services were provided using electronic submission media approved by Regence BCBSO or as required by law and furnish the information required by Regence BCBSO or Other Payor to identify the Member and adjudicate the claim. Such information shall include Medical Group's tax identification number and name as on file with the Internal Revenue Service.

2. Except as otherwise set forth in Section II.J, Medical Group and Medical Group Providers agree to accept the Approved Payment Amount set forth in the Provider Attachment(s) as payment in full for Covered Services whether paid by Payor or Member.

D. **Failure to Pay**.

1. Medical Group and Medical Group Providers agree that in no event, including but not limited to nonpayment, insolvency or breach of this Agreement by Payor, shall Medical Group or Medical Group Providers bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from, or have any recourse against a Member or other person, acting on behalf of such Member, other than Payor, for services provided pursuant to this Agreement. This provision shall not prohibit collection of amounts applicable to deductibles, copayments, coinsurance, and/or noncovered services, which have not otherwise been paid by a primary or secondary carrier in accordance with regulatory standards for coordination of benefits, from Member in accordance with the terms of the applicable Member Agreement.

2. Medical Group and Medical Group Providers agree, in the event of Payor's insolvency, to continue to provide the services promised in this Agreement to Members of Payor for the duration of the period for which premiums on behalf of the Member were paid to Payor or until the Member's discharge from inpatient facilities, whichever time is greater.

3. Notwithstanding any other provision of this Agreement, nothing in this Agreement shall be construed to modify the rights and benefits contained in the Member Agreement.

4. Medical Group and Medical Group Providers may not bill the Member for Covered Services (except for deductibles, copayments or coinsurance) where Payor denies payment because the Medical Group or Medical Group Provider has failed to comply with the terms of this Agreement. In addition, Medical Group and/or Medical Group Provider must notify a Member of the Member's financial obligation for non-covered services.

5. Medical Group and Medical Group Providers further agree (i) that the above provisions 1, 2, 3 and 4 shall survive termination of this Agreement regardless of the cause giving rise to termination and shall be construed to be for the benefit of Members and (ii) that this provision supersedes any oral or written contrary agreement now existing or hereafter entered into between Medical Group and/or Medical Group Provider and Members or persons acting on their behalf.

6. If Medical Group or Medical Group Provider contracts with other health care providers who agree to provide Covered Services to Members with the expectation of receiving payment directly or indirectly from Payor, such providers must agree to abide by the above provisions 1, 2, 3, 4 and 5.

E. Non-Covered Services.

1. Except as otherwise set forth in this Section III. E., Medical Group may charge Member for Non-Covered Services under the Member Agreement without obtaining written Member consent. Neither Regence BCBSO nor Payor shall be liable for any health care services or supplies which are determined by Regence BCBSO, Payor or their designee to be a Non-Covered Service; however, the Member may be liable for Non-Covered Services subject to the terms set forth in Subsections 2 through 4 herein. In no event will Regence BCBSO or Payor be responsible for any amount owed by Member to Medical Group for Non-Covered Services in the event that Medical Group is unable to collect such amount from Member.

2. Medical Group may bill a Member for services or supplies determined by Regence BCBSO or its designee to be not Medically Necessary only if Medical Group or Medical Group Provider has obtained appropriate Member consent in writing. At a minimum, the written Member consent must include the following information: Member name; specific service or supply; date of service, if known; a statement informing the Member that the service or supply may be a Non-Covered Service; and a statement where the Member agrees to pay for the Non-Covered Service. The written Member consent must be signed by the Member, Member's guardian or Member's authorized health care representative and maintained in Medical Group's records. Medical Group agrees to write off and not charge Regence BCBSO, Payor or Member any amount owed for not Medically Necessary services or supplies if Medical Group fails to obtain such written consent.

3. For services rendered to Members that may be deemed Investigational by Regence BCBSO or Payor, a written Member consent is not required in order to charge Members for such services. However, Regence BCBSO still encourages Medical Group and Medical Group Provider to inform Member before services are rendered that such services may be deemed Non-Covered Services by Regence BCBSO or Payor, and that if the services are deemed Non-Covered Services the cost of such services will be the responsibility of the Member.

4. Services or supplies provided to Members after they have exhausted their annual or lifetime benefit for such services as provided in the Member Agreement shall no longer be subject to the terms of this Agreement, except for the claim or claim line (as applicable) that results in the benefit maximum to be exceeded. For that claim or claim line (as applicable), Medical Group agrees that any balance billed to the Member shall be the lesser of billed charges or the allowed amount under this Agreement less any amount paid by Regence BCBSO or Payor. The "claim line" language is applicable where services or supplies are paid individually. The "claim" language is applicable for services paid based on an episode of care

5. Medical Group shall not bill Members for Covered Services (except for deductibles, copayments or coinsurance) where Regence BCBSO or Payor denies payment because Medical Group or Medical Group Provider has failed to comply with the terms of this Agreement.

F. **Utilization Management/Quality Improvement**. Medical Group and Medical Group Providers agree to cooperate and participate with Payor in utilization management procedures and adhere to and abide by decisions rendered by the utilization management/quality improvement programs. Payor will monitor participation in quality improvement and disease management programs.

G. **Prior Authorization**. Except in the case of misrepresentation, prior authorizations relating to benefit coverage and Medical Necessity are binding upon Regence BCBSO if obtained no more than thirty (30) days prior to the date the service is provided, and prior authorizations relating to Member eligibility are binding upon Regence BCBSO if obtained no more than five (5) days prior to the date the service is provided.

H. **Refunds and Adjustments**. Medical Group or Medical Group Provider may appeal a claim or request an adjustment to a claim processed by Regence BCBSO or other Payor within eighteen (18) months after the date the claim was originally paid or denied (thirty (30) months in the case of claims involving coordination of benefits). The original claims decision shall be final and binding unless Medical Group or Medical Group Provider initiates an appeal or requests an adjustment in writing within such time periods.

An adjustment or refund may result if Regence BCBSO or other Payor has overpaid Medical Group or Medical Group Provider. Regence BCBSO or other Payor may request an adjustment or refund to a claim processed by Regence BCBSO or other Payor within eighteen (18) months after the date Medical Group or Medical Group Provider originally receives payment for the claim (thirty (30) months in the case of claims involving coordination of benefits), except in the case of fraud. The original claims decision shall be final and binding unless Regence BCBSO or other Payor requests an adjustment or refund within such time period. Regence BCSBO or other Payor shall send a written notice to Medical Group and Medical Group Provider of any adjustment or overpayment refund requests. If Medical Group or Medical Group Provider disagrees with the request, Medical Group or Medical Group Provider must initiate a formal appeal in writing within thirty (30) days from receipt of the request. If Medical Group or Medical Group Provider fails to initiate an appeal within the aforementioned thirty (30) day period, the request is deemed accepted, and Medical Group and Medical Group Provider shall have thirty (30) days after the request is deemed accepted to pay Regence BCBSO or other Payor the refund. If the refund has not been paid by Medical Group or Medical Group Provider within such thirty (30) day period, Regence BCBSO or other Payor may deduct the overpayment from future payments due to medical Group and Medical Group Provider in an amount equal to the amount of the overpayment.

The parties acknowledge and agree that none of the aforementioned time periods apply in the case of fraud.

I. **Reporting of Other Member Coverage and Other-Party Liability**. Medical Group and Medical Group Providers will provide Payor all known information regarding benefits available to a Member from other sources or subject to other party liability obtained during examination and/or treatment of the Member. Medical Group and Medical Group Providers will cooperate with Regence BCBSO in pursuing claims against other payors, where recognized legal or regulatory standards indicate primary responsibility for payment of treatment for Member is with someone other than Regence BCBSO.

J. **Change in Circumstances**. Medical Group will, within the time frames stated herein, inform Regence BCBSO of any impairments, conditions, circumstances, actions, policies, determinations or internal or external developments which may affect, restrict or decrease Medical Group or any Medical Group Provider's ability, authorization or right to provide medical services to Members. Such events may include, but are not limited to:

1. governmental agency or accreditation entity action affecting Medical Group or Medical Group Provider's license, certification or accreditation;

2. change of ownership, scope of services or location of practice;

3. legal or governmental action initiated against Medical Group or any Medical Group Provider which affects this Agreement, accreditation or licensure, including, but not limited to, any action for professional negligence, fraud or violation of any law;

4. Medical Group Provider's retirement from medical practice.

Note: Retirement, changes in scope of services, billing location or physician location require notification in writing to Regence BCBSO at least thirty (30) days prior to such action. Legal, governmental or accreditation entity action taken against Medical Group or Medical Group Providers must be reported to Regence BCBSO within five (5) days of such action.

K. **Cooperation with Grievance Process**. Medical Group and Medical Group Providers will cooperate with Regence BCBSO's Member complaint, grievance and appeal process.

L. **Maintenance of Records**. Medical Group and Medical Group Providers will prepare and maintain all appropriate medical, financial and administrative records as required to meet Regence BCBSO's internal documentation standards. Medical Group Providers shall maintain Member medical records in a format that documents diagnosis, assessment, continuity of care and follow up, in conformity with generally accepted community standards. Subject to all applicable privacy and confidentiality requirements, Regence BCBSO shall be allowed to review Medical Group and Medical Group Provider's medical, financial and administrative records related to services provided under this Agreement for conformance with this Agreement. Such review will be conducted during Medical Group or Medical Group Provider's regular business hours upon reasonable advance notice from Regence BCBSO. Unless otherwise agreed, "reasonable advance notice" means ten (10) business days.

During an audit or review involving Medical Group or Medical Group Provider's records, such records must be retained until all issues related to the audit are resolved. If the audit results in a good faith determination that the Medical Group and/or Medical Group Provider engaged in a pattern of fraudulent conduct or improper billing practice that would be a violation of the False Claims Act 31, USC sections 3729-3731 or ORS 165.692, Medical Group and/or Medical Group Provider shall reimburse Regence BCBSO for its reasonable costs incurred in conducting the audit.

M. **Provider Discretion**. Medical Group and/or Medical Group Provider may decline to accept any Member whom Medical Group or Medical Group Provider has previously discharged from care and may decline to accept a Member for professional reasons. Medical Group and/or Medical Group Provider may withdraw from care of a Member when, in their professional judgment, it is in the best interest of the Member to do so.

N. **Applicable Laws and Regulations**. Medical Group will conduct and cause its employees and agents to conduct their duties in compliance with all applicable federal, state and local laws and regulations.

O. **Provider-Patient Relationship**. Medical Group Providers will maintain the provider-patient relationship with Members and Medical Group Providers will be solely responsible for medical advice to and treatment of Members and for the provision of all health care services set forth in the Member Agreement, in accordance with accepted professional standards and practices. Medical Group and Medical Group Providers may freely communicate with Members regarding available treatment options, including medication treatment options, regardless of benefit limitations or exclusions in the applicable Member Agreement.

P. **Medical Case Management Services**. Medical Group and Medical Group Providers agree to notify Regence BCBSO when Medical Group and/or Medical Group Provider believes a Member is in current need of Medical Case Management or may be a potential candidate for such services. Notification will be given as soon as Medical Group or Medical Group Provider learns of the condition.

Q. **Credentialing and Recredentialing**. Medical Group and Medical Group Providers will comply with Regence BCBSO's Credentialing and Recredentialing standards and procedures in which Regence BCBSO will have the responsibility to accept or reject Medical Group Provider as a Participating Provider. Regence BCBSO will have the right to terminate Medical Group and/or any individual Medical Group Providers from Regence BCBSO's participating provider panel for failure to comply completely with Regence BCBSO's Credentialing or Recredentialing standards or procedures.

IV. TERM, TERMINATION, AND AMENDMENT

A. **Term**. This Agreement is effective on the date determined by Regence BCBSO and shall continue in effect until terminated as provided in Section IV.B. Regence BCBSO shall provide written notice to Medical Group and/or Medical Group Provider regarding the effective date of this Agreement.

B. **Termination of Participating Agreement**. This Agreement may be terminated as follows:

1. **Voluntary Termination**. Either party may terminate this Agreement without cause upon one hundred twenty (120) days prior written notice to the other party.

2. **Termination for Cause**. If either party materially defaults or substantially fails to comply with any of the terms of this Agreement, the other party may terminate this Agreement upon sixty (60) days prior written notice if the party to whom notice is given fails to cure the default or non-compliance within the 60-day period.

3. **Termination by Regence BCBSO**. Except as provided in Section V., Regence BCBSO may terminate this Agreement immediately upon written notice for any of the following reasons:

   a. Medical Group or a Medical Group Provider has violated one or more of Regence BCBSO's Payment Policies.

   b. Medical Group or a Medical Group Provider has engaged in a pattern of material misstatements or omissions on any claims or other documents submitted to Regence BCBSO or other Payor.

   c. Medical Group or a Medical Group Provider is suspended or expelled from Medicare, Medicaid or other government programs.

   d. Medical Group or a Medical Group Provider fails to maintain the insurance coverage required under this Agreement;

   e. Regence BCBSO determines that the health, safety or welfare of Members is jeopardized by continuation of this Agreement.

   Any dispute between Medical Group and/or a Medical Group Provider and Regence BCBSO regarding termination of this Agreement pursuant to Section IV.B (2) and (3) of this Agreement will be resolved as set forth in Section V below.

4. **Financial Instability**. If bankruptcy, receivership or liquidation proceedings are commenced with respect to any party hereto, and if this Agreement has not otherwise been terminated, then a non-filing party may suspend all further performance of this Agreement pursuant to Section 365 of the Bankruptcy Code or any similar or successor provision of Federal or State law. Any such suspension of further performance by a non-filing party pending the defaulting party's assumption or rejection, will not be a breach of this Agreement and will not affect the non-filing party's right to pursue or enforce any of its rights under this Agreement or otherwise.

5. **Termination after Amendment**. This Agreement may terminate as provided in Section IV.E below and in any amendments to this Agreement.

C. **Termination of Individual Medical Group Provider**.

Termination with Cause. Regence BCBSO may immediately upon written notice terminate an individual Medical Group Provider's participation if:

1. Regence BCBSO makes a good faith determination that continuation of such Medical Group Provider's continued participation will result in the substantial risk of imminent harm to Member welfare:

2. Medical Group Provider's state licensure or certification is terminated, suspended or restricted;

3. Medical Group Provider makes any material misstatements or omissions on any claims or documents it submits to Payor;

4. Medical Group Provider fails to comply with Regence BCBSO's Credentialing or Recredentialing activities, practices or procedures.

5. Medical Group Provider is suspended or expelled from Medicare, Medicaid or other government programs.

D. **Survival of Rights and Obligations**. The rights and obligations arising and accruing to the parties prior to termination of this Agreement will survive its termination. Medical Group and Regence BCBSO will continue to perform as if this Agreement were in effect for a period of twelve (12) months after termination. Regence BCBSO will make a good faith effort to direct Members to other Participating Providers upon termination of this Agreement.

E. **Amendment**. If state or federal laws or regulations change and affect any provisions of this Agreement, this Agreement will be deemed amended to conform with those changes the date the law or regulation becomes effective. Regence BCBSO will use its best efforts to give Medical Group and/or Medical Group Provider thirty (30) days prior written notice of such changes.

Regence BCBSO may amend this Agreement at any time by sending the amendment in writing to the Medical Group at least sixty (60) days in advance of the amendment's effective date. Such amendment shall be deemed to be accepted unless Medical Group gives written notice of termination of the Agreement to Regence BCBSO at least thirty (30) days prior to the effective date of the amendment. No change or amendment to the Agreement is valid unless signed by an officer of Regence BCBSO.

V. DISPUTE RESOLUTION

A. **Member Complaints**. Medical Group and Medical Group Provider agrees to cooperate fully with Regence BCBSO in the investigation and resolution of Member complaints and grievances concerning Covered Services provided under this Agreement. Upon request, Medical Group and Medical Group Provider will furnish Regence BCBSO with a copy of its procedures for handling Member complaints.

B. **Internal Provider Appeal Processes**. Regence BCBSO shall maintain one or more internal provider appeal processes to adjudicate disputes that may arise between Medical Group and Medical Group Provider and Regence BCBSO. Regence BCBSO's internal provider appeal processes are set forth in the Administrative Manual, which is incorporated herein by reference. Unless otherwise indicated herein or in the Administrative Manual, Medical Group and Medical Group Provider must exhaust the applicable provider appeals process before initiating any of the post-appeal processes set forth herein.

If Medical Group and/or Medical Group Provider submits a dispute to the Provider Billing Dispute Appeal Process, and Regence BCBSO fails to timely render a decision based on the time frames described in the Administrative Manual, Medical Group and Medical Group Provider may bypass the Provider Billing Dispute Appeal Process and proceed directly to one or more of the post-appeal processes described below.

C. **Post Appeal Processes**. If, after the exhaustion of the applicable internal provider appeal process, either party is dissatisfied with the outcome of the internal provider appeal and wants to further dispute the issue(s), the disputed issue(s) must be submitted to one or more of the processes as described below. Any prerequisites to initiating one of the processes described below must be met before the process can be initiated.

1. **Binding External Review**. For disputes that have exhausted the Provider Billing Dispute and Medical Necessity/Investigational Procedure Appeal Process, Medical Group and Medical Group Provider may elect to resolve the disputed issue(s) by binding external review, if certain conditions are met. In all cases, if a dispute is submitted to external

review, the decision of the external reviewer is binding and the final decision on the disputed issue. Disputes submitted to external review shall not be submitted to mediation or arbitration as provided herein. A description of the external review process and any prerequisites to initiating the external review process can be found in the Administrative Manual. Disputes that do not meet the criteria to be submitted to binding external review may be submitted to binding external review only upon mutual written agreement of the parties.

2. **Mandatory Non-Binding Mediation**. For disputes that have not been or cannot be submitted to external review, the disputed issue(s) must be submitted to mandatory non-binding mediation prior to seeking arbitration. Mandatory non-binding mediation must be requested within sixty (60) days following the date of Regence BCBSO's decision on Medical Group and Medical Group Provider's last internal provider appeal. Where Medical Group and Medical Group Provider is allowed to bypass the internal provider appeal process as provided herein, mandatory non-binding mediation must be requested within sixty (60) days from the last day Regence BCBSO has to timely respond to a dispute. Medical Group and Medical Group Provider and Regence BCBSO shall each bear their own costs of mediation and shall split equally the costs of the third-party mediator.

3. **Binding Arbitration**. If, after exhausting Regence BCBSO's internal provider appeals process and mandatory non-binding mediation, either party is still dissatisfied with the outcome and wants to further dispute the issue(s), the disputed issue(s) must be submitted to binding arbitration. Such arbitration must be initiated by making a written demand for arbitration on the other party. The demand for arbitration must identify all issues on which the party seeks arbitration, the contractual provisions on which the party relies, the amount in dispute and the relief requested

   The arbitration shall be conducted within one hundred and fifty (150) miles of Medical Group and Medical Group Provider's principal office address where notices under the Agreement are sent, unless the parties mutually agree to conduct the arbitration in a different location. The parties agree that the dispute shall be submitted to one (1) arbitrator selected by mutual agreement of the parties. If the parties cannot agree on an arbitrator, they shall obtain a list of ten (10) possible arbitrators from a neutral source, such as the American Arbitration Association, and shall strike arbitrators from the list in turn, beginning with the party who won a coin toss, until only one arbitrator remains. The remaining arbitrator shall hear the dispute, unless either party shows such bias as would disqualify a judge from hearing the proceeding, in which case the arbitrator shall be the next to last name stricken. The parties shall share equally the fee of the arbitrator, excluding the filing fee, if any, incurred in commencement of the proceeding. The parties shall have the right to make substantive motions. The arbitrator shall be bound by applicable federal and state law and shall render a written decision within thirty (30) days of the hearing. The arbitrator shall award the prevailing party any applicable filing fees and arbitrator's fees paid by the prevailing party. The arbitrator also may award the prevailing party attorneys' fees and costs associated with the arbitration proceeding. Judgment upon an award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

   The parties agree that the joinder or consolidation of an arbitration proceeding under the Agreement with an arbitration of disputes or claims of any non-party to the Agreement is prohibited, regardless of the nature of the issues or disputes involved.

D. Failure to Timely Appeal. If the disputing party (the party that demands or initiates the internal appeal, external review, mediation or arbitration) fails to demand or initiate an internal appeal, external review, mediation or arbitration as required by this Agreement and within the time frames prescribed in the Administrative Manual and this Agreement, Regence BCBSO's last determination on the disputed issue(s) shall be deemed final and binding. In addition, the disputed issue(s) shall be conclusively deemed to have been waived by the disputing party and

shall not be the subject of any further internal, external, judicial, or other dispute resolution process. Once the decision is deemed final, nothing in this Agreement shall prevent the prevailing party from pursuing remedies available to it, including without limitation a judicial remedy, to collect any amounts owed to it by the other party. Also, nothing in this Agreement shall prevent a party from asserting defenses, claims, causes of action or demands in response to an internal appeal, external review, mediation or arbitration initiated by the disputing party. This provision shall survive termination of this Agreement.

E. **Precedential Effect of Decisions**. The parties agree that any disputes that arise under this Agreement shall be considered independently and on their own merits without regard for any other determination made by a third-party through one of the post-appeal processes or by Regence BCBSO through the internal provider appeal process or otherwise. The parties agree that none of the determinations made under this Agreement through one of the dispute resolution processes described above shall be used as precedent for other disputes that may arise between Regence BCBSO and Medical Group and Medical Group Provider or between Regence BCBSO and any third-party. This provision shall survive termination of this Agreement.

VI. GENERAL PROVISIONS

A. **Assignment**. Any assignment of this Agreement by Medical Group will be void unless prior written approval is obtained from Regence BCBSO. Regence BCBSO may assign this Agreement to successor, affiliate or subsidiary organizations upon ninety (90) days prior written notice to Medical Group. In the event Medical Group objects to such assignment, Medical Group may terminate this Agreement by providing written notice of termination to Regence BCBSO within sixty (60) days after receiving notice of the assignment.

B. **Invalidity and Severability**. If any one or more provisions of this Agreement are declared to be invalid, illegal or unenforceable in any respect, such provision(s) will be deemed deleted from this Agreement and the remaining provisions will be construed liberally to give effect to the Agreement.

C. **Relationship of Parties**. None of the provisions of this Agreement is intended to create, nor shall it be deemed or construed to create, any relationship between Regence BCBSO and Medical Group other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this Agreement. Neither of the parties to this Agreement nor any of their respective employees, shall be construed to be the agent, employee, or representative of the other, or liable for any acts of omission or commission on the part of the other.

D. **Waiver of Breach**. The waiver by either party of a breach or violation of any provision of this Agreement will not operate or be construed as a waiver of any continuing or subsequent breach. No party will be deemed to have waived its rights under this Agreement unless the waiver is made in writing and signed by the waiving party's duly authorized representative.

E. **Changes to Member Agreements**. Payor may change, revise, modify or alter the form and/or content of any Member Agreement without prior approval and/or notice to Medical Group or Medical Group Providers.

F. **Affirmative Action and Equal Employment Opportunity**. Regence BCBSO and Medical Group will abide by all applicable Affirmative Action and Equal Employment Opportunity laws and regulations and will not discriminate in employment or otherwise on the basis of race, color, religion, age, sex, national origin or disability.

G. Notices and Communications Between the Parties.

The following provisions will apply to notices and communications between the parties to this Agreement:

1. Certain Notices Required Under This Agreement. The following notices must be sent via overnight delivery with delivery confirmation or certified mail, return receipt requested:

   a. all notices for termination of this Agreement; and
   b. all requests for mediation; and
   c. all requests for arbitration.

2. All Other Notices and Communications. All other notices and communications between the parties which are necessary for the proper administration of this Agreement (including notices required within this Agreement which are not included in Subsection 1 above) may be communicated via regular U.S. mail, confirmed facsimile, or electronic mail.

   In addition, Regence BCBSO may notify Medical Group of policy changes, Administrative Manual changes, and other general communications through its Provider Web Site, as long as Regence BCBSO sends notice by U.S. mail, facsimile, or electronic mail (1) informing Medical Group that Regence BCBSO has published a policy change, Administrative Manual change, or other general communication on its Provider Web Site, and (2) directing Medical Group to the location of the policy change, Administrative Manual change, or other general communication on Regence BCBSO's Provider Web Site. Notice in this manner shall constitute notice under the Agreement.

3. Confidential and Protected Health Information. If a notice or communication includes information which is confidential or proprietary to either or both parties and/or which includes Protected Health Information ("PHI") as defined under Health Insurance Portability and Accountability Act of 1996 (42 U.S.C. 201 et seq.), then the following restrictions must be observed when communicating such information:

   a. U.S. Mail/Certified Mail/Overnight Delivery – No additional requirements.

   b Facsimile Transmission – The information must be prefaced by a formal cover sheet noting the confidentiality of such information.

   c. Web Site - Not a permitted method of notice or communication for confidential information and PHI, unless the Web Site is secured or the information is appropriately encrypted.

   d. Electronic Mail – Not a permitted method of notice or communication for confidential information and PHI, unless the electronic mail is secured or the information is appropriately encrypted.

4. Address for Notices. Notices to Medical Group shall be sent to: (1) the facsimile or postal address of Medical Group's billing service location or any other revised postal address or facsimile provided by Medical Group to Regence BCBSO in writing; or (2) the electronic mail address designated by Medical Group for electronic notices. Notices to Regence BCBSO shall be sent to:

   Regence BlueCross BlueShield of Oregon
   Provider Network Development – M/S E7E

P.O. Box 1271
Portland, OR 97207-1271

or any revised address or facsimile provided to the Medical Group in writing. The facsimile, postal address, or electronic mail address for notices may be changed upon prior written notice to the other party.

5. When Made. For notices described under Subsection 1 above, the notice will be deemed to have been made on the date it was delivered. For notices and communications described under Subsection 2, the notice or communication will be deemed to have been made when sent or mailed.

H. **Section Headings**. The section headings appearing in this Agreement are not to be construed as interpretations of the text, but are inserted for convenience and reference of the reader only.

I. **Indemnification**. Medical Group agrees to indemnify, defend and hold harmless Regence BCBSO, its officers, directors, organized committees, agents and employees and their respective successors and assigns, from and against any and all claims, actions, causes of action, losses, liabilities, damages, costs and expenses, including, but not limited to reasonable attorneys' fees, arising out of or resulting from any acts, omissions or representations of Medical Group's respective employees, agents, representatives, contractors or other personnel, or any breach by Medical Group of any of the covenants or obligations of this Agreement; provided, however, in the event of any alleged improper medical treatment of a patient the foregoing duty to indemnify shall be (i) limited to any damages, awards or liabilities, including but not limited to judgments, settlements, attorneys' fees, court costs and any associated charges, incurred by reason of the negligent or intentional acts of Medical Group or Medical Group Provider or Medical Group or Medical Group Provider's employees and (ii) limited to claims for damages that are covered by Medical Group or Medical Group Provider's professional liability or other insurance.

Regence BCBSO agrees to indemnify, defend and hold harmless Medical Group and Medical Group's officers, directors, employees and agents from and against any and all claims, actions, causes of action, losses, liabilities, damages, costs and expenses, including but not limited to reasonable attorneys' fees, arising solely and exclusively out of (1) any acts, omissions or representations of Regence BCBSO or its employees, and (2) any breach by Regence BCBSO of any of its covenants or obligations under this Agreement.

J. **Non-Exclusive**. This Agreement is non-exclusive and does not prevent Regence BCBSO from contracting with other group or individual health care providers. This Agreement also does not prevent Medical Group or Medical Group Providers from contracting with other third party payors.

K. **Trade Names, Services Marks & Trademarks**. Medical Group and Medical Group Provider and Regence BCBSO acknowledge that the other party may be the exclusive owner or licensee of various trademarks, service marks, trade names, logos and symbols used from time to time by that party in connection with its business, and the good will associated therewith (collectively, "Marks"). Neither party shall have the right to use, and shall not use any Marks, or any confusingly similar names or marks, of the other party for advertising or marketing purposes, except as expressly authorized in writing by the other party. Except for Regence BCBSO's use of Medical Group and Medical Group Provider's name as allowed by this Agreement, each party shall submit any proposed advertisements or marketing materials that refer to, or in any way depict, the other party for approval by the other party in advance of publication.

L. **Confidential Medical Records**. Medical Group and Medical Group Providers and Regence BCBSO will keep confidential all medical records containing specific patient-identifying information, as required by law. Both parties will take all reasonable precautions and implement

mechanisms which guard against unauthorized or inadvertent disclosure to third parties of any and all confidential information required to be prepared and/or maintained under this Agreement.

M. **Terms of Agreement Confidential.** The terms of this Agreement are confidential and Medical Group shall not disclose them, except as explicitly provided in this Agreement or required by law. Nothing in this Agreement shall be construed to prohibit Medical Group or Medical Group Providers from disclosing to a Member the general methodology by which Medical Group and Medical Group Providers are compensated, provided no specific dollar amounts or other specific terms are mentioned.

Notwithstanding the above, Regence BCBSO may disclose to Participating Providers the information and data required to allow those Participating Providers to effectively manage the quality, care and cost of Members Regence BCBSO has attributed to them.

N. **Information Confidential and Proprietary to Regence BCBSO**. All information relating to Regence BCBSO and its Members will be considered confidential and proprietary. Such information includes but is not limited to the following:

1. Names, addresses and telephone numbers of Members and employer group employees responsible for health benefits and officers and directors of such employer groups.

2. Claims manuals and explanations, Administrative Manual, memoranda, fee information, financial arrangements, underwriting manuals, and medical policy guidelines.

3. Regence BCBSO's medical case management program and all documents relating thereto.

4. Information marked or designated by Regence BCBSO as confidential and proprietary.

Medical Group and Medical Group Provider will not disclose to any third party or use any confidential or proprietary information, including any Member's medical information, for its own benefit or gain either during the term of this Agreement or after this Agreement is terminated; provided, however, that (i) Medical Group and Medical Group Provider may use or disclose the name, address and telephone number or other medical information of a Member if necessary for the proper treatment of a Member or upon the prior written consent of Regence BCBSO or Member, as applicable under the circumstances, and (ii) nothing in this Agreement shall be construed as a restriction on Medical Group or Medical Group Provider's ability to treat or solicit a patient at the patient's request and expense following termination or non-renewal of this Agreement.

Upon termination of this Agreement, Medical Group and Medical Group Provider will return to Regence BCBSO all confidential and proprietary information in its possession in a manner specified by Regence BCBSO. Medical Group Provider will cooperate with Regence BCBSO in maintaining the confidentiality of confidential and proprietary information at all times.

O. **Agreement in Full**. This Agreement, with attachments, amendments, exhibits and those provisions incorporated by reference herein, is the entire understanding between the parties hereto and supersedes all previous agreements between the parties regarding the subject matter of this Agreement. Notice or consent of Members will not be required to effect modifications to this Agreement.

P. **Relationship to the Blue Cross and Blue Shield Association**. Medical Group acknowledges its understanding that this Agreement constitutes a contract between Medical Group and Regence BlueCross BlueShield of Oregon, that Regence BlueCross BlueShield of Oregon is an independent corporation operating under a license from the Blue Cross and Blue Shield

Association, an association of independent Blue Cross and Blue Shield Plans (the "Association"), permitting Regence BlueCross BlueShield of Oregon to use the Blue Cross and Blue Shield Service Mark(s) in the State of Oregon and a portion of the State of Washington, and that Regence BlueCross BlueShield of Oregon is not contracting as the agent of the Association. Medical Group further acknowledges and agrees that it has not entered into this Agreement based upon representations by any person other than Regence BlueCross BlueShield of Oregon and that no person, entity or organization other than Regence BlueCross BlueShield of Oregon shall be held accountable or liable to Medical Group and/or Medical Group Provider for any of Regence BlueCross BlueShield of Oregon's obligations to Medical Group or Medical Group Provider created under this Agreement. This paragraph shall not create any additional obligations whatsoever on the part of Regence BlueCross BlueShield of Oregon other than those obligations created under other provisions of this Agreement.

Q. **Intent of the Parties**. It is the intent of the parties that this Agreement is to be effective only with regard to their rights and obligations with respect to each other; it is expressly not the intent of the parties to create any independent rights in any third party or to make any third party a third party beneficiary of this Agreement, except to the extent Regence BCBSO utilizes a designee, which in such event shall give rights only within the scope of such designation.

R. **Authority to Bind Medical Group Provider**. By executing this Agreement, Medical Group represents and warrants it has the authority to bind Medical Group Providers to the terms and conditions of this Agreement.

S. **Governing Law/Venue**. The validity of this Agreement and of any of its terms and provisions, as well as the rights and duties of the parties hereunder, shall be interpreted and enforced pursuant to and in accordance with the laws of the State of Oregon and other applicable state and federal law. In the event any legal proceedings are instituted between the parties arising out of this Agreement, such legal proceedings shall be subject to the terms set forth in Section V., Dispute Resolution above and instituted in the courts of the County of Multnomah, State of Oregon. Each of the parties agrees to submit to the jurisdiction of such courts.

T. **Disclosure of Rates to Members**. Notwithstanding any other provision of this Agreement to the contrary, either party may disclose to Members the Member's actual or estimated cost-sharing amount (e.g., copayment, deductible, and/or coinsurance) for a Covered Service to explain claims payment and to facilitate informed decisions regarding health care services use and cost. The parties understand that in some cases the cost-sharing amount may be equal to the allowed amount for services under this Agreement.

IN WITNESS WHEREOF, the undersigned have executed this Agreement in duplicate original as of the date indicated below.

UNDER PENALTIES OF PERJURY, I (Medical Group) certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), **and**

2. I am not subject to backup withholding **(a)** I am exempt from backup withholding, or **(b)** I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or **(c)** the IRS has notified me that I am no longer subject to backup withholding.

The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

CLACKAMAS COUNTY PUBLIC HEALTH

Signature of Authorized Representative

(Please Print Name)

Name of Medical Group as it corresponds to this Taxpayer Identification Number (Please print or type)

Taxpayer Identification Number or Social Security Number

Medicare Number

National Provider Identifier Number

Date

Address

City State Zip Code

E-mail Address

REGENCE BLUECROSS BLUESHIELD OF OREGON

Signature of Authorized Representative

Shikha Gupta
Name

Vice President, Network Management
Title

Date

EFFECTIVE DATE