SETTLEMENT AND MUTUAL RELEASE AGREEMENT

This Settlement and Mutual Release Agreement ("Agreement") is entered into by and between Yamhill County ("County"), the City of Newberg ("Newberg"), the City of McMinnville ("McMinnville"), and Tualatin Valley Fire & Rescue ("TVF&R") (collectively "Plaintiffs") and Metro West Ambulance Service, Inc., its affiliated companies including but not limited to Bay Cities Ambulance, Lincoln City Ambulance Inc., and Medix Ambulance Service Inc. ("Metro West"). Plaintiffs and Metro West are collectively referenced as the "Parties."

RECITALS

A. County is a political subdivision of the State of Oregon.

B. Newberg and McMinnville are Oregon Municipal Corporations within Yamhill County. TVF&R is a municipal corporation—rural fire protection district, duly organized under the laws of the state of Oregon.

C. Metro West is a private ambulance service provider located in Washington County, Oregon.

D. County passed Ordinance No. 751 and the accompanying Ambulance Service Area Plan ("ASA Plan") in December 2004 pursuant to ORS 682.062 (previously ORS 682.205). The ASA Plan initially only regulated emergency ambulance services in Yamhill.

E. County passed Ordinance No. 836 in 2009, to amend the ASA Plan to provide certain emergency service franchisees with a right of first refusal for non-emergency ambulance transports and inter-facility transports originating within Yamhill. Ordinance No. 836 contains enumerated exceptions to the franchisees' right of first refusal.

F. In 2017, Plaintiffs brought a lawsuit against Metro West, contending that Metro West had been performing non-emergency inter-facility ambulance transports in contravention of the ASA Plan, as amended by Ordinance 836. *See* Yamhill County Circuit Court Case No. 17CV24460 ("the Lawsuit.")

G. In the Lawsuit, Metro West denied ever violating the ASA Plan, as amended by Ordinance 836, and generally raised several challenges to the validity and enforceability of the ASA Plan. On November 15, 2018, Metro West issued Tort Claims Notices to Newberg, the County, and TVF&R ("Tort Claims Notices").

H. To avoid the uncertainty of litigation and the expense of litigation, the Parties desire to settle their claims on the terms set forth in this Agreement.

AGREEMENT

1. Acknowledgements. In consideration of the mutual promises and obligations contained herein, the adequacy of which is hereby acknowledged, Plaintiffs and Metro West affirm:

B.D. 19-488

A. Metro West acknowledges that the County's ASA Plan, as amended by Ordinance 836, was validly approved by the Oregon Health Authority and is enforceable and effective as of September 23, 2009.

B. Metro West acknowledges that the exemption in Ordinance 836 to a person with an "existing written contract prior to July 1, 2009" does not apply to any person with such a contract, but only to the performance of services under such contracts.

C. Plaintiffs acknowledge that any and all ambulance transports that Metro West has provided, which originate within Yamhill County, from September 23, 2009 to the present did not and do not constitute a violation of Ordinance 836 or the County's ASA Plan.

2. Releases and Dismissal. Plaintiffs and Metro West agree to fully settle all disputes, claims, and counterclaims arising out of the Lawsuit and the Tort Claims Notices. With the exception of the obligations under this Agreement and the continuing rights and obligations of the Parties hereunder, the Parties and their principals, members, partners, shareholders, officers, directors, council members, board members, employees, agents, subsidiaries, affiliates, successors, assigns, and representatives of all kinds, and all other affiliated persons, firms, or entities hereby fully and forever release and discharge each other and their principals, members, partners, shareholders, officers, directors, council members, board members, employees, agents, subsidiaries, affiliates, successors, assigns, and representatives of all kinds, and all other affiliated persons, firms, or entities, of and from any and all past and present claims, demands, obligations, injuries, damages, costs, expenses, attorney's fees or causes of action of any kind, whether known and unknown, in law or equity, whether fixed or contingent, the basis for which now exists or may hereafter become manifest that are related to the facts which gave rise to the claims and defenses asserted in the Lawsuit and Tort Claims Notices. Plaintiffs agree to dismiss the Lawsuit with prejudice and without costs or fees within 7-days of the Effective Date. Plaintiffs further agree to withdraw their December 4, 2017 formal complaint to the Oregon Health Authority and will advise the Oregon Health Authority that Metro West has not been in violation of Ordinance 836 or the amended ASA Plan.

3. Kaiser Agreement. The Parties agree to work in good faith to enter into an agreement with Kaiser Foundation Health Plan of the Northwest ("Kaiser") as necessary to memorialize the terms of Appendix A. The execution of such agreement is a material term to this Agreement and is a necessary precondition to the Effective Date of this Agreement.

4. Ambulance Transportation Services Allowed under this Agreement. Metro West may perform ambulance transportation services originating within Yamhill County only as set forth in this Agreement. Metro West is prohibited from performing ambulance transportation services originating within Yamhill County unless set forth below or elsewhere in this Agreement, or unless Plaintiffs request or otherwise formally approve of Metro West performing such additional services.

A. Care Home Contracts. For purposes of this Section, the term "non-emergency transportation services" means non-emergency services by stretcher car, wheelchair van, or ambulance in which the person being transported needs to go to a

doctor's appointment, needs a ride home from the hospital, or needs a ride from a care home to another health care facility originating in Yamhill County. Notwithstanding, the term "non-emergency transportation services" does not include any hospital-to-hospital inter-facility transports or any transports from a care home to an emergency room that should go through the 9-1-1 system originating in Yamhill County.

i. Metro West may continue to provide non-emergency transportation services under its prior existing contracts with Marquis Quality Healthcare ("Marquis"), Prestige Care, Inc. ("Prestige"), and Avamere Health Services ("Avamere") which may originate within Yamhill County.

ii. If Marquis, Prestige, or Avamere acquire another healthcare provider with medical facilities in Yamhill County, or is acquired by another healthcare provider, Metro West may continue to provide non-emergency transportation services to such successor or acquired entity.

iii. Metro West may renew its existing contracts with Marquis, Prestige, or Avamere or enter into new contracts with Marquis, Prestige, or Avamere for non-emergency transportation services originating in Yamhill County.

B. Providence Contract. Metro West may continue to provide non-emergency hospital-to-hospital inter-facility transport and other services pursuant to its prior existing contract with Providence Health System – Oregon ("Providence") which originate in Yamhill County. Neither party shall solicit, lobby, or petition Providence to expand the number of non-emergency hospital-to-hospital transports they currently provide to Providence, nor reduce the number of transports that any other Party currently provides to Providence originating within Yamhill County. This provision does not relate to services to Providence originating outside of Yamhill County.

C. Kaiser Inter-Facility Transports. Plaintiffs acknowledge the existence of Metro West's National Supplier Agreement – Ambulance and Participating Plan Agreement with Kaiser. McMinnville, TVF&R, Metro West, and Kaiser shall execute the Ambulance Service Agreement the form of which is set forth in **Appendix A.**

D. Kaiser Dispatch Protocol. For all transports under the Ambulance Service Agreement in Appendix A, Metro West, TVF&R and McMinnville agree to use the following dispatch protocol. This protocol is intended to supplement, and not replace, the obligations set forth in the Ambulance Service Agreement.

ii. As a default rule, if a transport originates within the Newberg ASA, Metro West may notify Kaiser that TVF&R is the transporting provider. If a transport originates within the McMinnville ASA, Metro West may notify Kaiser that McMinnville is the transporting provider.

iv. Within 10 minutes from the time that the ASA Provider is dispatched by YCOM or WCCCA, the ASA Provider shall notify Metro West if the default rule does not apply and will either convey that the other ASA Provider is the transporting provider or that Metro West may perform the transport.

E. Gaston Rural Fire District. Metro West shall continue to provide ambulance services within the Gaston Rural Fire District pursuant to the terms of the existing agreement between Metro West and McMinnville. McMinnville shall recommend renewal of that Agreement.

F. Future Transports. Except for such services and organizations set forth in Section 4(A) and (B) above, Metro West shall not solicit new contracts with healthcare facilities or organizations for non-emergency ambulance services or inter-facility transfers which may originate within Yamhill County. Before Metro West may enter into any new contract under which ambulance services originating within Yamhill County may be performed, Metro West must seek and receive authorization from the County, which will be subject to the County Board's reasonable exercise of discretion. Nothing in this Section supersedes or modifies Metro West's obligations in Paragraph 4(B) above.

5. Preferred Backup. TVF&R, McMinnville and any successor or assignee thereof shall provide Metro West with the first opportunity to provide any non-emergency inter-facility ambulance transportation service originating in Newberg or McMinnville that any Yamhill County ASA Provider cannot, will not, or does not want to perform, before contacting any other ambulance provider to provide such transports.

6. Secured Transport Approval. The County's Director of Health & Human Services shall submit a letter of recommendation for approval to the Oregon Health Authority on behalf of Metro West and take all actions necessary to allow Metro West to provide secure transports within or originating from Yamhill County. The County shall not prevent Metro West from providing secure transports within Yamhill County nor direct any entity not to use Metro West for such secure transports. The foregoing is subject to Metro West's ongoing compliance with the administrative rules governing secure transport providers, and the Oregon Health Authority's approval.

7. Notice of Proposed Changes to ASA Plan. In accordance with ORS 682.062, the County shall provide Metro West with notice prior to adopting or amending its ASA Plan and will consult with and seek advice from Metro West regarding the Plan and the boundaries of any ASA established under the Plan. After such consultation, the County shall adopt or amend its Plan in the same manner as the County enacts nonemergency ordinances.

8. Effective Date of Agreement. This Agreement shall become effective after all of the following conditions have been met: (1) Metro West's execution of this Agreement, (2) the execution of an agreement with Kaiser, as set forth in Section 4(C) above, and lastly (3) each of Plaintiffs' governing bodies consent to ratify this Settlement Agreement. This Agreement will be considered effective and enforceable as of the date of the last governing body's approval of this Agreement.

9. Successors and Assigns. The Parties agree that this Agreement shall be binding upon their successors, assigns, bonding companies (i.e., sureties), and affiliates.

10. Entire Agreement. This Agreement sets forth the entire understanding of the Parties with respect to the subject matter of this Agreement and supersedes any and all prior

understandings, agreements, or representations, whether written or oral, between the Parties with respect to such subject matter.

11. Waiver or Amendment. A provision of this Agreement may be waived or amended only by a written instrument signed by the party waiving compliance or by both parties for amendment. Failure to enforce any provision of this Agreement shall not operate as a waiver of such provision or of any other provision.

12. Governing Law. This Settlement Agreement shall be governed by and construed in accordance with the laws of the State of Oregon.

13. No Agency Relationship. Nothing in this Agreement shall create an agency relationship, joint venture, or partnership between the Parties.

14. Counterparts. This Agreement may be executed in counterparts, each of which, when taken together, shall constitute fully executed originals. Electronically scanned signatures shall operate as original signatures with respect to this Agreement.

METRO WEST AMBULANCE SERVICE, INC.

Signature: _____
Print: _____
Title: _____
Date: _____

YAMHILL COUNTY

Signature: RICK OLSON
Print: RICK OLSON
Title: COMMISSION CHAIR

CITY OF NEWBERG

Signature: _____
Print: _____
Title: _____
Date: _____

CITY OF MCMINNVILLE

Signature: _____
Print: _____
Title: _____

TUALATIN VALLEY FIRE & RESCUE

Signature: _____
Print: _____
Title: _____
Date: _____

Accepted by Yamhill County Board of Commissioners on 12/12/19 by Board Order # 19-488

APPENDIX A
AMBULANCE SERVICE AGREEMENT

This Ambulance Service Agreement ("Service Agreement") is effective as of the 7th day of January, 2020, by and between Kaiser Foundation Health Plan of the Northwest ("Kaiser"), Metro West Ambulance Services, Inc. ("Metro West"), the City of McMinnville ("McMinnville"), and Tualatin Valley Fire & Rescue ("TVF&R") (collectively the "Services Parties").

RECITALS

A. Metro West is contracted with Kaiser to provide ambulance transportation services, including non-emergency ambulance transportation services, to Kaiser enrollees ("Members") on a regional basis under a National Supplier Agreement – Ambulance and a Participating Plan Agreement ("Kaiser Agreements"), both effective April 1, 2017.

B. McMinnville and TVF&R are two designated, public Ambulance Service Area ("ASA") providers within Yamhill County (each an "ASA Provider"). As ASA Providers, McMinnville and TVF&R have the exclusive rights to provide emergency ambulance transportation services originating within their respective ASA areas and the right to first refuse all non-emergency ambulance transportation services as more fully set forth in the Yamhill County ASA Plan.

C. Under the Kaiser Agreements, Metro West has certain rights to be the exclusive provider of Scheduled Medical Transports in certain areas of Oregon and Southwest Washington, including such services which may originate within Yamhill County.

D. A dispute arose between Metro West, Yamhill County ("County"), McMinnville, TVF&R and the City of Newberg concerning whether and to what extent Metro West is authorized to perform non-emergency ambulance services originating within Yamhill County. *See* Yamhill County Circuit Court Case No. 17CV24460 (the "Lawsuit"). Metro West, the County, McMinnville, TVF&R and the City of Newberg mutually resolved the Lawsuit through the execution of Settlement and Mutual Release Agreement ("Settlement Agreement").

E. To comply with the terms of the Kaiser Agreements, the Settlement Agreement, and the Yamhill County ASA Plan, Metro West desires to contract with McMinnville and TVF&R to provide non-emergency ambulance transportation services as set forth herein, provided that nothing herein modifies or amends the Kaiser Agreements as between Metro West and Kaiser.

AGREEMENT

In consideration of the mutual covenants and promises contained herein, the Services Parties agree as follows:

B.O.19-488
Exhibit "A"
Pg 1 of 31

1. **Covered Services.** This Agreement does not extend or apply to emergency ambulance services originating within Yamhill County. This Agreement extends only to non-emergency ambulance transportation services originating within Yamhill County where such transports originate at a hospital located within Yamhill County and terminate at a hospital ("Covered Services"). This Agreement does not modify or amend the terms and conditions of the Kaiser Agreements.

2. **Dispatch**. For Covered Services, Kaiser shall first contact Metro West to arrange for such services, as may be required under the Kaiser Agreements. Metro West shall promptly contact the appropriate ASA Provider to offer such transports.

a. For transports originating in McMinnville, Metro West shall notify YCOM and convey (1) the priority status of the patient based on the Kaiser response time as set forth in Section 3 below, (2) that the transport is a Kaiser transport, and (3) will endeavor to also convey that the transport is Code 1. If McMinnville can perform the transport in the Kaiser response time, McMinnville will perform the transport and run the call. If McMinnville determines it will not perform the transport, McMinnville will contact TVF&R to determine if they will perform the transport. If the ASA Providers cannot perform the transport, McMinnville will contact Metro West to convey that Metro West may accept the transport using the same Kaiser provided response time.

b. For transports originating in Newberg, Metro West shall notify Washington County Consolidated Communications Agency (WCCCA) and convey (1) the priority status of the patient based on the Kaiser response time as set forth in Section 3 below, (2) that the transport is a Kaiser transport, and (3) will endeavor to also convey that the transport is Code 1. If TVF&R can perform the transport in the Kaiser response time, TVF&R will perform the transport and run the call. If TVF&R determines it will not perform the transport, TVF&R will contact McMinnville to determine if they will perform the transport. If the ASA Providers cannot perform the transport, TVF&R will contact Metro West to convey that Metro West may accept the transport using the same Kaiser provided response time.

c. If the priority status of the patient changes, such information must be conveyed to the ASA Provider and the transport must be offered to the ASA Provider again.

d. Metro West shall ensure that scheduled ambulance transports meet the Kaiser response time and shall accept transportation request from Kaiser at the time of Kaiser's initial call consistent with currently standard practice. If an ASA Provider will be providing the scheduled ambulance transport, Metro West shall notify Kaiser's Regional Telephonic Medicine Center (RTMC) of the specific ASA Provider that will be providing the transport in the Kaiser response time. ASA Providers shall ensure that the dispatch handoffs to Metro West as described in Section 2.a and Section 2.b occur are determined within ten (10) minutes. This time frame begins when the ASA Provider receives notice of a transport from YCOM or WCCCA. Notwithstanding, if an ASA Provider is no longer able to timely perform a transport, due to a change in the availability of resources due to exceptional emergencies that overwhelm the capacity of the ASA Provider, the ASA Provider shall turnover the call to Metro West as soon as practicable and Metro West will provide the transport and communicate the change to Kaiser at the RTMC.

e. Nothing in this Agreement relieves Metro West from complying with its dispatch response time obligations under the Kaiser Agreements.

3. Response Times. At the point that Metro West contacts the appropriate ASA Provider to offer a non-emergency ambulance transport under this Agreement, Metro West shall convey whether the patient must be transported within a 1-hour or less time period ("High Priority"), a 1-4 hour time period ("Medium Priority"), or at some point in the same day or an 8-hour window ("Low Priority"). The priority status of the patient shall be based on the response time as requested by Kaiser, with Kaiser's consideration of the patient's medical needs.

a. The ASA Provider shall comply with the response times associated with the patient's priority designation based on the Kaiser response time or, if the ASA Provider is unable or unwilling to comply with such requirements, will convey to Metro West that it may perform such transport. In such event, Metro West must comply with the same time frame as was conveyed to the ASA Provider.

b. For purposes of measuring performance under this section, the time period for performance begins when Kaiser requests a Covered Service from Metro West and ends when the patient arrives at the receiving hospital.

4. Compensation. For all Covered Services provided to Kaiser commercial Members by an ASA Provider under this Agreement, Kaiser shall pay the transporting ASA Provider $1,100 for each transport and $8.50 per mile. Such fees and costs shall not increase by more than 3% annually. For all Covered Services provided to Kaiser Medicare Members by an ASA Provider under this Agreement, Kaiser shall pay the transporting ASA Provider the then current Medicare rates for the geographic area where the transport originated. For all Covered Services provided to Kaiser Medicaid Members by an ASA Provider under this Agreement, Kaiser shall pay the transporting ASA Provider the then current Medicaid rates for the geographic area where the transport originated.

a. The ASA Provider shall submit a claim for Covered Services within the greater of any mandate provided by applicable law or 90 calendar days of the date of service or (in the case of coordination of benefits when Kaiser is not primary) within 90 calendar days of the date of ASA Provider's receipt of the primary payer's explanation of benefits. Failure to submit a claim within this time period may result in the claim being denied.

b. Payment for Covered Services shall be made within the lesser of 45 business days or any mandate provided by applicable law of receipt of a properly submitted complete claim.

c. ASA Provider shall collect the Member cost share from the Member. ASA Provider may not require that the Member or any representative or other third party pay the applicable cost sharing amount prior to the rendition of Covered Services.

d. ASA Provider shall not, and ASA Provider shall not permit any of its subcontractors or agents (or other third parties within its control) to, bill; charge; collect a deposit from; seek compensation, reimbursement, or remuneration from; impose surcharges; or have any recourse against any Member, person acting on the Member's behalf, state Medicaid plan, or any

person or entity other than Kaiser for Covered Services provided under this Service Agreement. The foregoing shall apply in any event including, but not limited to, nonpayment by or insolvency of Kaiser or breach of this Service Agreement, but does not prohibit ASA Provider or any of its subcontractors or agents (or other third parties within its control) from collecting Member cost share amounts or fees for non-Covered Services billed in accordance with the terms of the applicable membership agreement of the Member.

e. ASA Provider shall comply with the current policies of Kaiser for third party liability, assignment, and coordination of benefits.

f. Unless otherwise required by law, Kaiser may audit pending or paid claims to verify the appropriateness and amount of payment. Unless otherwise required by law, ASA Provider shall refund any incorrect or inappropriate payments upon demand; and failure to make such refunds within 30 calendar days of receipt of a demand shall entitle Kaiser to offset, recoup or deduct the amount owed from other amounts owed by Kaiser to ASA Provider.

5. ASA Provider Licensure, Accreditation, and Certification. Each ASA Provider represents and warrants that throughout the term of this Service Agreement: (a) ASA Provider and its employees and agents, and their equipment, hold and shall continue to hold in good standing all licenses, certifications, permits, authorizations and approvals required or customarily held to render or provide Covered Services; (b) ASA Provider is and shall continue to be enrolled in, and meet coverage conditions for providing Covered Services under (and, if applicable, be certified to provide Covered Services under) the Medicare and Oregon Medicaid program; (c) ASA Provider and its employees and agents are not, and shall not at any time be, identified on any federal list of sanctioned, suspended, debarred, precluded, excluded, "opted out," or otherwise ineligible entities and individuals (including lists maintained by the Department of Health and Human Services, General Services Administration, Office of Inspector General or Office of Foreign Assets Control); and (d) ASA Provider shall screen all such lists described in subsection (c) as and when they are updated from time to time, but no less often than upon initial hiring or contracting and annually thereafter.

6. Insurance. Each ASA Provider shall at all times maintain, at its sole cost and expense, adequate policies of general and professional liability and other insurance, as described below.

General Liability, Per Occurrence $5,000,000
General Liability, Annual Aggregate $5,000,000
Professional Liability, Per Occurrence $10,000,000
Professional Liability, Annual Aggregate $20,000,000
Auto Liability, Per Occurrence $5,000,000
Auto Liability, Annual Aggregate $20,000,000

7. Assignment. Unless otherwise provided in the Settlement Agreement or this Service Agreement, ASA Provider shall not assign, delegate, or subcontract any of its rights, duties, or obligations under this Service Agreement without the prior written consent of Kaiser.

8. Amendment. This Service Agreement constitutes the entire understanding of the Services Parties, and no changes, amendments or alterations shall be effective unless in a writing signed by the Services Parties. Notwithstanding any other provision of this Service Agreement, if either party reasonably determines that a modification of this Service Agreement or any Exhibit to this Service Agreement is necessary to cause it to be in compliance with state or federal law or the requirements of an accrediting or regulatory agency or a government contract (any such modification a "Legally Required Amendment"), that party shall give the other parties written notice of the proposed modification, the justification for the modification, and the date on which it is to go into effect.

9. Notice. All notices provided under this Service Agreement shall be in writing, signed by an authorized signatory, and shall be deemed given upon receipt if sent to the addresses listed below as follows: (1) personally delivered; (2) sent by United States Postal Service, postage prepaid, certified, and return receipt requested; or (3) sent by a commercial service with proof of delivery. Any party may change its address for notice purposes by written notice to the other party.

Metro West Ambulance Service, Inc.
5475 NE Dawson Creek Drive
Hillsboro, Oregon 97214

Kaiser Foundation Health Plan of the Northwest
500 N.E. Multnomah St., Suite 100
Portland, Oregon 97232
Attn: Director of Provider Contracting

McMinnville Fire Department
c/o McMinnville City Attorney
230 NE 2nd St
McMinnville, Oregon 97128

Tualatin Valley Fire & Rescue
Command & Business Operations Center
11945 SW 70th Avenue
Tigard, OR 97223

10. Records, Site Evaluations and Inspections. As required or allowed by law, each ASA Provider shall permit Kaiser and governmental and accreditation officials to conduct, from time to time, on-site facility, equipment and records evaluations and inspections. In accordance with applicable law, each ASA Provider shall provide, without charge, timely access to (including electronic access where practicable), a right to photocopy, and upon reasonable notice, a right to perform site visits related to, any and all data, information, or records as requested by Kaiser or governmental or accrediting authorities: (1) for the purpose of meeting legal, regulatory or accreditation requirements; (2) to determine ASA Provider's compliance with the terms of this Service Agreement; (3) to verify the accuracy of amounts billed by and paid or payable to ASA Provider; (4) to conduct evaluations and audits; (5) to perform quality assurance, quality improvement and utilization management functions; and (6) to perform administrative or other functions.

11. Compliance with Laws. Each ASA Provider shall comply with all laws, rules, regulations and accreditation requirements affecting Covered Services, including, without limitation, applicable laws, regulations, accreditation and other requirements as described in Exhibit A.

12. Compliance with Policies. Each ASA Provider shall cooperate and comply with then current policies of which ASA Provider knows or reasonably should have known. Policies may be modified by Kaiser from time to time, but no policy change will be retroactive without the express consent of ASA Provider. In the event of any inconsistency between a policy and this Service Agreement, this Service Agreement shall prevail.

13. Non-Discrimination. Each ASA Provider shall provide Covered Services to Members without discrimination on the basis of race, ethnicity, color, gender, sex, creed, religion, national origin, age, health status, physical or mental disability, genetic information, veteran's status, marital status, sexual orientation, gender identity, income, source of payment, participation in a government program, evidence of insurability, medical condition, claims experience, receipt of health care, conditions arising out of acts of domestic violence, status as a Member, or any other status protected by applicable law. ASA Provider shall make Covered Services available to all classes of Members, in the same manner, in accordance with the same standards, and with the same availability, as with respect to ASA Provider's other patients.

14. Independent Contractors. Each ASA Provider is an independent contractor to Kaiser. Nothing in this Service Agreement is intended to create nor shall it be construed to create between Kaiser, on one hand, and ASA Provider or Metro West, on the other, a relationship of principal, agent, employee, partnership, joint venture or association.

15. Term and Termination. This Service Agreement shall commence as of January 7, 2020 and shall continue for so long as Metro West has exclusivity rights regarding Covered Services originating in Yamhill County. However, notwithstanding the foregoing, Kaiser may terminate this Service Agreement, as to an ASA Provider, for a material breach by giving the ASA Provider at least 30 calendar days' prior writing notice specifying the breach. Cure of the material breach to the reasonable satisfaction of the party giving notice during the notice period will reinstate this Service Agreement subject to the potential of further assertions of material breach.

METRO WEST AMBULANCE SERVICE, INC.	KAISER FOUNDATION HEALTHPLAN OF THE NORTHWEST
Signature: _____	Signature: _____
Print: _____	Print: _____
Title: _____	Title: _____
Date: _____	Date: _____
TUALATIN VALLEY FIRE & RESCUE	CITY OF MCMINNVILLE
Signature: _____	Signature: _____
Print: _____	Print: _____
Title: _____	Title: _____
Date: _____	Date: _____

EXHIBIT A

ADDITIONAL REQUIREMENTS

The following provisions are required to be included in this Service Agreement by state or federal laws or government contracts applicable to Kaiser. Notwithstanding anything to the contrary, they are applicable only to the extent such law or contract provision applies to the activities of Kaiser, an ASA Provider, or a Member of Kaiser and only to the extent the ASA Provider has notice of the applicable provision. In the event of any inconsistency between the provisions set forth in this Exhibit A and the other terms of this Service Agreement, the terms of this Exhibit A shall prevail, but only to the extent required to comply with the terms of such laws or contract provisions. For the purposes of this Exhibit A use of the term "Supplier" shall mean "ASA Provider" and the term "Plan" shall mean "Kaiser".

Schedule 1 to Exhibit A addresses Mandated Oregon State and Federal Provisions

Schedule 2 to Exhibit A addresses Mandated Oregon Medicaid Provisions

Schedule 3 to Exhibit A addresses Federal Program Compliance

Schedule 4 to Exhibit A addresses National Committee for Quality Assurance ("NCQA") Required Provisions

As used in this Exhibit A, references to contract provisions in brackets are for reference only and do not impose obligations on an ASA Provider unless otherwise provided for herein.

SCHEDULE 1 TO EXHIBIT A

MANDATED OREGON STATE AND FEDERAL PROVISIONS

Oregon Law

1. **Hold Harmless.** [ORS 750.095(2) and ORS 743B.204] If Plan fails to pay for Covered Services, the Member is not liable to Supplier for any amounts owed by Plan, and Supplier shall not bill or attempt to collect from Members any amounts owed by Plan.

2. **Annual Accounting.** [ORS 743B.405(2)(c)] No more than once per year upon the request of Supplier, Plan shall deliver to Supplier an annual accounting accurately summarizing the financial transactions under the Service Agreement for that year.

3. **Supplier Withdrawal from Patient Care.** [ORS 743B.405(2)(d)] Supplier may withdraw from the care of a Member when, in the professional judgment of Supplier, it is in the best interest of the Member to do so; provided however that Supplier shall give advance notice of withdrawal whenever reasonably feasible to Plan and shall cooperate with Plan to facilitate a medically appropriate transfer of care of the Member. Nothing in this paragraph shall relieve Supplier of Supplier's professional obligations in connection with withdrawal from the care of a patient.

4. **Retention. [**ORS 743B.405(2)(e)] Plan shall retain a doctor of medicine or osteopathy licensed in Oregon who shall be responsible for all final medical and mental health decisions relating to coverage or payment made pursuant to the Service Agreement.

5. **No Retaliation.** [ORS 743B.405(2)(f)] A physician who is practicing in conformity with ORS 677.095 may advocate a decision, policy or practice without being subject to termination or penalty under the Service Agreement for the sole reason of such advocacy.

6. **Assumption of Financial Risk.** [ORS 743B.405(2)(g)] If Supplier is paid under the Service Agreement on a basis that includes financial risk withholds, Plan shall deliver to Supplier a full accounting of health benefits claims data and related financial information on no less than a quarterly basis, as follows: (a) The data shall include all pertinent information relating to the health care services provided, including related provider and patient information, reimbursements made and amounts withheld under the financial risk withhold provisions of the Service Agreement for the period of time under reconciliation and settlement between the parties; (b) any reconciliation and settlement undertaken pursuant to the Service Agreement shall be based directly and exclusively upon data provided to Supplier; and (c) all data, including supplemental information or documentation, necessary to finalize the reconciliation and settlement provisions of the Service Agreement relating to financial risk withholds shall be provided to Supplier no later than 30 days prior to finalizing the reconciliation and settlement. Nothing in this section shall prevent Plan or Supplier from mutually agreeing to alternative reconciliation and settlement policies and procedures.

7. **Continuity of Care.** [ORS 743B.405(2)(h)] When continuity of care is required to be provided under a health benefit plan by ORS 743B.225, Plan and Supplier shall provide continuity of care to Members as provided in ORS 743B.225.

8. **Grievance Procedures.** [ORS 743B.405(2)(a)] Plan shall provide Supplier adequate notice and hearing procedures, or other such procedures as are fair to Supplier under the circumstances, in accordance with ORS 743.405(2)(a), prior to termination or non-renewal of the Service Agreement when such termination or renewal is based upon issues relating to the quality of patient care rendered by Supplier.

9. **Contract Termination.** [ORS 743B.405(2)(b)] The criteria for termination or nonrenewal of the Service Agreement are set forth in the Service Agreement.

10. **Refunds of Paid Claims.** [ORS 743B.451] Notwithstanding anything to the contrary in the Service Agreement, except in case of fraud or abuse of billing, a request for refund of a payment previously made to Supplier shall be made in writing within 18 months (unless a shorter time period is specified in the Service Agreement), or if for reasons relating to coordination of benefits within 30 months, after payment was made, and shall specify why the applicable Payer believes the refund is owed. If the refund is claimed for reasons relating to coordination of benefits, Payer will include in the written request the name and mailing address of the other insurer or entity that has primary responsibility for payment of the claim. If a request for a refund is not disputed in writing within 30 days after the request is received, the Supplier must pay the refund within 60 days after receiving the request. If a request for a refund is disputed in writing within 30 days after the request is received, Payer shall not request that such disputed refund be paid earlier than six months after the request for a refund was received. Notwithstanding the foregoing, Payer may request a refund of a claim previously paid at any time if liability is imposed by law on a third party and Payer is unable to recover from the third party because the third party has paid or will pay Supplier for the services covered by the claim.

Patient Protection and Affordable Care Act (Oregon)

In providing and/or arranging certain professional medical services, Plan is a Qualified Health Plan ("QHP") issuer that is certified and contracted to offer QHPs on the State-Based Exchange that is using the Federally-facilitated Marketplace technology platform (hereafter "FFM") in Oregon. As a QHP issuer, Plan is subject to certain statutory and regulatory requirements under the Patient Protection and Affordable Care Act of 2010, Pub. L. No. 111-148, as amended by the Health Care and Education Reconciliation Act of 2010 (Pub. L. No. 111-152) (hereafter "ACA"), including but not limited to the requirements stated in 45 C.F.R. §156.340 (hereafter "Regulation") governing Plan's arrangement with contractors, such as Supplier, providing health care and/or administrative services to Members who are enrolled in a QHP through the FFM (hereafter "FFM Members"). By virtue of the Service Agreement, Supplier acts as a downstream entity or delegated entity (as those terms are defined in 45 C.F.R. §156.10) to Plan within the scope of the Regulation and is subject to the following provisions required by the Regulation:

1. As a downstream entity or delegated entity, as applicable, Supplier shall comply with all applicable ACA standards including but not limited to the requirements set forth in the Regulation, statute, other regulations and/or subregulatory guidance issued by CMS that, with respect to Plan's QHPs offered through the FFM and the FFM Members enrolled in such QHPs, (1) are relevant to Supplier's performance of its duties and obligations under the Service Agreement and (2) any reporting responsibilities regarding such duties and obligations (collectively hereafter "Activities").

2. Supplier's Activities are those stated in the Service Agreement and Supplier shall perform the Activities in accordance with the standards of the Regulation including but not limited to those pertaining to maintenance of records and compliance reviews (as set forth in §§156.705 and 156.715 of Title 45 of the Code of Federal Regulations, respectively).

3. Supplier agrees that, notwithstanding any terms and conditions pertaining to audits and/or termination of the Service Agreement for cause including but not limited to any right to cure any breach(es) of the Service Agreement, the Service Agreement will terminate for cause with respect to Plan's QHPs offered through the FFM and the FFM Members enrolled therein if the U.S. Department of Health and Human Services (hereafter "HHS") and/or Plan determine that Supplier has not performed satisfactorily.

4. Notwithstanding any provisions of the Service Agreement related to audit and/or access to records, premises or the like, Supplier agrees to permit access by the Secretary of, and the Office of the Inspector General of, HHS or their designees in connection with their right to evaluate through audit, inspection, or other means, Supplier's books, contracts, computers, or other electronic systems, including medical records and documentation, relating to Plan's obligations and responsibilities under the Regulation until ten (10) years after the final date of Supplier's performance of the Activities.

SCHEDULE 2 TO EXHIBIT A
MANDATED OREGON MEDICAID PROVISIONS

Plan has entered into a Risk Accepting Entity Participation Agreement (the "Participation Agreement") and a Cover All Kids Risk Accepting Entity Participation Agreement (the "CAK Participation Agreement," collectively, the "Participation Agreements"), with Health Share of Oregon ("Health Share"), an Oregon nonprofit corporation serving Multnomah, Clackamas and Washington counties. Health Share has entered into a Health Plan Services Contract, Coordinated Care Organization Contract (as the same may be updated, amended, modified or supplemented from time to time, the "Core Contract") and a Cover all Kids Health Plan Services Contract, Coordinated Care Organization Contract (as the same may be updated, amended, modified or supplemented from time to time, the "CAK Contract;" collectively, the "Core Contracts") with the State of Oregon, acting by and through its Oregon Health Authority ("OHA"), pursuant to which Health Share acts as a Coordinated Care Organization. The Core Contracts and Participation Agreements, collectively, may be referred to herein as the "Upstream Agreements."

The Upstream Agreements require that the provisions in this Schedule 2 to Exhibit A be included in any subcontracts with respect to goods and services rendered under those agreements. This Schedule 2 to Exhibit A is incorporated by reference into and made part of the Service Agreement with respect to products provided and services rendered under the Service Agreement by Supplier to enrollees of the Oregon Health Plan ("OHP") Medicaid managed care program ("Medicaid Members") and the Oregon Health Authority Cover All Kids managed care program ("CAK Members"). The intent of the CAK Contract is to provide a benefit package to CAK Members that mirrors OHP benefits available to Medicaid Members. Accordingly, for the purposes of this Schedule 2 to Exhibit A, (a) any state or federal regulation or law applicable to Medicaid-funded Covered Services shall be applicable with respect to CAK Members as though CAK Members were Medicaid Members, and (b) any reference to a federal or state regulation or to the State Plan that by its express language or context refers to a Medicaid-eligible individual shall apply with respect to Covered Services provided to a CAK Member under the Services Agreement, notwithstanding the CAK Member's ineligibility for Medicaid. [CAK Contract Ex. B, Pt. 2, Sec. 1.] Supplier shall comply with the provisions in this Schedule 2 to Exhibit A to the extent that they are applicable to the goods and services provided by Supplier under the Service Agreement. In the event of a conflict or inconsistency with any term or condition in the Service Agreement relating to goods and services rendered to Medicaid or CAK Members, this Schedule 3 to Exhibit A shall control.

Capitalized terms used in this Schedule 2 to Exhibit A but not otherwise defined in the Service Agreement shall have the same meaning as those terms in the Participation Agreement, including definitions incorporated therein by reference. With respect to this Schedule 2 to Exhibit A, the term "subcontractor" means any individual, entity, facility or organization (including a Participating Provider as defined in OAR 410-141-3000(58)), that has entered into a contract with Plan or any of its downstream contracted entities to provide to Medicaid Members and CAK Members any portion of the goods and services contemplated under the Upstream Contracts. The term "Subcontractor" means a subcontractor providing goods and services other

than health care services provided by a Participating Provider; such services could include administrative services such as delegated health plan functions (e.g., credentialing).

1. **Federal Medicaid Managed Care.** [Core Contract Ex. B, Pt 4, § 10(a)(9)(b); CAK Contract Ex. B, Pt 4 § 10(a)(8)(b); Participation Agreement Ex. B, Pt 4, § 10; CAK Participation Agreement Ex. B, Pt 4 § 10] Supplier shall comply with the requirements of 42 CFR § 438.6 that are applicable to the Work required under the Service Agreement.

2. **Billing and Payment.** [Core Contract Ex. B, Pt 4, § 10(a)(5); CAK Contract Ex. B, Pt 4, § 10(a)(4); Participation Agreement Ex. B, Pt 4, § 10; Ex. D, § 18(a) and (b)(2); CAK Participation Agreement Ex. B, Pt 4, § 10; Ex. D, § 18(a) and (b)(2); OAR 410-120-1280(1)(a)] Supplier shall, and shall require all subcontractors to, look solely to Plan for payment for Covered Services rendered to Medicaid Members or CAK Members. Supplier shall not bill Medicaid Members or CAK Members for services that are not covered under the Core Contract or CAK Contract, as applicable, unless there is a full written disclosure or waiver (also referred to as agreement to pay) on file signed by the Medicaid Member or CAK Member, as applicable, in advance of the service being provided, in accordance with State regulations. Supplier shall, and shall require all subcontractors to, comply with the provisions of the Participation Agreements related to billing Medicaid Members or CAK Members, as applicable. Supplier shall not, and Supplier shall require all subcontractors to not, bill Medicaid Members or CAK Members for missed appointments.

3. **Subcontracts.** [Core Contract Ex. B, Pt 4, § 10; CAK Contract Ex. B, Pt 4, § 10; Participation Agreement Ex. B, Pt 4, § 10; Ex. D, § 18; CAK Participation Agreement Ex. B, Pt 4, § 10; Ex. D, § 18]

a. *In General.* Supplier shall ensure that all subcontracts for goods and services to Medicaid Members and/or CAK Members under this Service Agreement are (i) in writing; (ii) specify the subcontracted Work and reporting responsibilities; (iii) meet all the requirements set forth in the Upstream Agreements that are applicable to the service or activity delegated under the subcontract; and (iv) incorporate portions of the Upstream Agreements, as applicable, based on the scope of Work to be subcontracted. In addition, Supplier shall subcontract in accordance with Exhibit D, Section 18 of the Participation Agreements, Exhibit B, Part 4, Sections 10.a.(5) through 10.a.(12) of the Core Contract, and Exhibit B, Part 4, Sections 10.a.(4) through 10.a.(11) of the CAK Contract. Supplier shall expressly assume the duties and obligations applicable to Plan as described in Exhibit B, Part 4, Sections 10.a.(5) through 10.a.(12) of the Core Contract and Exhibit B, Part 4, Sections 10.a.(4) through 10.a.(11) of the CAK Contract. Supplier shall expressly assume the duties and obligations applicable to Plan as described in Exhibit B, Part 4, Sections 10.a.(4) through 10.a.(11) of the CAK Contract. Supplier must evaluate a prospective Subcontractor's ability to perform the activities to be delegated. Plan's consent to any subcontract shall not relieve Supplier of any of its duties or obligations under the Service Agreement.

b. *Miscellaneous.*

i. Supplier shall participate in Health Share's quality initiatives described in Exhibit B, Part 9 of the Participation Agreement.

ii. Supplier shall provide Covered Services to Medicaid Members and CAK Members for the period in which Health Share paid Plan for such services.

iii. The term of the Service Agreement shall be not less than one year, subject to the termination provisions as may be set forth in the Service Agreement (including this Schedule 2 to Exhibit A).

iv. Supplier shall carry insurance as required by Health Share or Plan and shall provide proof of insurance to Health Share or Plan upon request.

v. Each subcontract (for goods and services to Medicaid Members and/or CAK Members under this Service Agreement) that Supplier enters into shall set forth provisions consistent with Exhibit D, Section 10 of the Participation Agreements and Section 37 ("Termination for Cause") of this Schedule 2 to Exhibit A and pertaining to the termination of one or both of the Participation Agreements, as applicable; the Service Agreement; or the subcontract between Supplier and subcontractor.

4. **Payment Types and Rates.** [Participation Agreement Ex. C, § 1(b) ; CAK Participation Agreement Ex. C, § 1(b)] If Supplier is a designated Type A, Type B, or Rural critical access hospital, Supplier represents and warrants to Health Share (i) that the Service Agreement establishes the total reimbursement for the services provided to the persons whose medical assistance benefits are administered by Plan and (ii) Supplier is not entitled to any additional reimbursement from OHA for services provided to persons whose medical assistance benefits are administered by Plan.

5. **All Payers All Claims Reporting Program**. [Core Contract Ex. B, Pt 8, § 13 (formerly § 11); CAK Contract Ex. B, Pt 8, § 13; Participation Agreement Ex. B, Pt 8, § 13 (formerly § 11); CAK Participation Agreement Ex. B, Pt 8, § 13; Core Contract Ex. B, Part 4, § 10(a)(9)(c); CAK Contract Ex. B, Pt 4, § 10(a)(8)(c)] Supplier shall cooperate and assist Plan in its participation in the All Payers All Claims reporting system established under ORS 442.464 and 442.466.

6. **Prevention / Detection of Fraud and Abuse**. [Core Contract Ex. B, Pt 8, § 14 (formerly § 12); CAK Contract Ex. B, Pt 8, § 14; Participation Agreement Ex. B, Pt 8, § 14 (formerly § 12); CAK Participation Agreement Ex. B, Pt 8, § 14; Core Contract Ex. B, Part 4, § 10(a)(9)(c); CAK Contract Ex. B, Pt 4, § 10(a)(8)(c)] Supplier shall comply with all fraud, waste and abuse prevention, detection and related requirements as set forth in Ex. B, Part 8, Section 14 of the Core Contracts and the Participation Agreements, and in Plan's policies, procedures, and compliance plan, as such requirements are communicated to Supplier by Plan.

7. **Valid Claims**. [Core Contract Ex. B, Part 4, § 10(a)(9)(d); Ex. B, Pt 6; CAK Contract Ex. B, Pt 4, § 10(a)(8)(d); Participation Agreement Ex. B, Part 4, § 10; Ex. B, Pt 6; CAK Participation Agreement Ex. B, Pt 4, § 10] Supplier shall submit Valid Claims for services

including all the fields and information needed to allow the claim to be processed without further information from Supplier or subcontractors, and within time frames that assure all corrections have been made within four months of the Date of Service. Supplier and its subcontractors may, by mutual agreement establish an alternative payment schedule not to exceed the minimum requirements. Any such schedule shall not be inconsistent with Health Share's development and implementation of value-based payment methodologies, policies and procedures, pursuant to Ex. B, Part 6 of the Core Contracts and the Participation Agreement.

8. **Grievance System.** [Core Contract Ex. B, Pt 4, § 10(a)(7); Ex. I; CAK Contract Ex. B, Pt 4, § 10(a)(6); Ex. I; Participation Agreement Ex. B, Pt 4, § 10; Ex. I; CAK Participation Agreement Ex. B, Pt 4, § 10; Ex. I] Supplier shall, and shall cause all subcontractors to, comply with Plan's written Grievance System procedures, as communicated by Plan to Supplier.

9. **Standards for Timely Access to Care and Services.** [Core Contract Ex. B, Pt 4, § 10(a)(11); CAK Contract Ex. B, Pt 4, § 10(a)(10); Participation Agreement Ex. B, Pt 4, § 10; CAK Participation Agreement Ex. B, Pt 4, § 10] Supplier shall, and shall require subcontractors to, meet OHP standards for timely access to care and services, taking into account the urgency of the need for services as specified in OAR 410-141-3220. This requirement includes offering hours of operation that are not less than the hours of operation offered to members or beneficiaries of any commercial health plan (as applicable).

10. **Minority-Owned, Woman-Owned and Emerging Small Business ("MWESB") Participation.** [Core Contract Ex. B, Pt 4, § 10(a)(12); CAK Contract Ex. B, Pt 4, § 10(a)(11); Participation Agreement Ex. B, Pt 4, § 10; CAK Participation Agreement Ex. B, Pt 4, § 10] If Supplier subcontracts any of its obligations under the Service Agreement, it shall take reasonable steps to ensure that MWESB-certified firms are provided an equal opportunity to compete for and participate in the performance of any such subcontracts.

11. **Nonpayment by PLAN**. [Core Contract Ex. B, Pt 4, § 10(a)(6); Ex. B, Pt 8, § 18(h)(iv); CAK Contract Ex. B, Pt 4, § 10(a)(5); Ex. B, Pt 8, § 16(h)(iv); Participation Agreement Ex. B, Pt 4, § 10; Ex. B, Pt 8, § 18; CAK Participation Agreement Ex. B, Pt 4, § 10; Ex. B, Pt 8, § 16] Supplier acknowledges that Plan is prohibited from paying for an item or service (other than an emergency item or service, not including items or services furnished in an emergency room of a hospital) for home health care services, unless Supplier provides OHA with a surety bond as specified in Section 1861(o)(7) of the Social Security Act. [Core Contract Ex. B, Pt 8, § 18(h); CAK Contract Ex. B, Pt 8, § 16(h); Participation Agreement Ex. B, Pt 8, § 18; CAK Participation Agreement Ex. B, Pt 8, § 16] If Supplier is a Subcontractor, Supplier acknowledges that Plan is prohibited from paying for an item or service (other than an emergency item or service, not including items or services furnished in an emergency room of a hospital): (a) when furnished by an individual or entity under circumstances pertaining to fraud, exclusion, suspension or other action under the Social Security Act, as described in Core Contract Ex. B, Pt 8, Sec. 18(h) or CAK Contract Ex. B, Part 8, Sec. 16(h); or (b) with respect to any amount expended for which funds may not be used under the Assisted Suicide Funding Restriction Act of 1997.

12. **Monitoring of Performance; Corrective Action.** [Core Contract Ex. B, Pt 4, § 10(a)(8); CAK Contract Ex. B, Pt 4, § 10(a)(7); Participation Agreement Ex. B, Pt 4, § 10; CAK Participation Agreement Ex. B, Pt 4, § 10] Supplier acknowledges that the Upstream Agreements require Plan to monitor Supplier's performance on an ongoing basis and to perform at least once a year a formal review of compliance with delegated responsibilities (where applicable) and of Supplier performance, deficiencies or areas for improvement, in accordance with 42 CFR 438.230(b)(1). Supplier further acknowledges that, upon identification of deficiencies or areas for improvement, Plan shall require Supplier to take Corrective Action and shall notify the Contract Administrator of the Corrective Action.

13. **Member Notice of Termination.** [Core Contract Ex. B, Pt 4, § 10(a)(10); CAK Contract Ex. B, Pt 4, § 10(a)(9); Participation Agreement Ex. B, Pt 4, § 10; CAK Participation Agreement Ex. B, Pt 4, § 10] Supplier acknowledges that Plan shall provide written notice of termination of Supplier or any other subcontractor, within 15 days of issuance or receipt of the termination notice, to each Medicaid Member and CAK Member who received his or her primary care from, or was seen on a regular basis by, Supplier or the terminated subcontractor.

14. **Prohibited Expenditures.** [Core Contract Ex. E, § 22; Participation Agreement Ex. E] Where Supplier is a Subcontractor, Supplier shall not, and shall require each of its Subcontractors to not, expend any funds paid under this Service Agreement for roads, bridges, stadiums, or any other item or service not covered under the Service Agreement.

15. **Applicable Provisions from Core Contracts or Participation Agreements.** [Participation Agreement VI; Ex. D §§ 18(a)(4), 20(b); CAK Participation Agreement VI; Ex. D §§ 18(a)(4), 20(b)] The Service Agreement is subject to, and shall be interpreted and administered in accordance with, the terms and conditions of the Upstream Agreements. If any provision in one or more of the Upstream Agreements applies to the Service Agreement (each, an "Applicable Provision," and each such Upstream Agreement an "Applicable Upstream Agreement"), Plan and Supplier agree to abide by the Applicable Provision as the Applicable Upstream Agreement intended for the Applicable Provision to apply to the Service Agreement. In the event of a conflict between an Applicable Provision and a provision in the Service Agreement, the Applicable Provision shall control. Plan and Supplier agree to cooperate in good faith and take best efforts to amend the Service Agreement (a) to comply with an Applicable Provision, if any provision in the Service Agreement conflicts with such Applicable Provision, and (b) to set forth the Applicable Provision in the Service Agreement as the Applicable Upstream Agreement intended for the Applicable Provision to apply to the Service Agreement, if the Applicable Provision is not set forth in the Service Agreement or if the Service Agreement does not address the Applicable Provision as intended by the Applicable Upstream Agreement. If one or both Participation Agreements are amended or modified, then, upon the direction of Health Share, Plan and Supplier shall amend or modify the Service Agreement within 30 calendar days to be consistent with such amendments or modifications. In addition, if Health Share provides notice of a Notice Amendment to Plan in accordance with Ex. D, Section 20(b) of one or both of the Participation Agreements, such Notice Amendment shall be binding upon Supplier within 30 or 60 calendar days, as communicated to Supplier by Plan in accordance with such notice, and the Service Agreement shall be amended accordingly.

16. **Access to Records and Facilities; Record Retention.** [Core Contract Ex. B, Part 8, § 2.g.; Ex. D, § 13; Participation Agreement Ex. B, Pt 8, § 2; Ex. D, § 13; CAK Participation Agreement Ex. B, Pt 8, § 2; Ex. D, § 13; OAR 410-141-3180; 42 CFR § 434.6(a)(5)] Supplier shall, and shall require each subcontractor to, maintain all financial records related to any of the Upstream Agreements or the Service Agreement in accordance with generally accepted accounting principles or National Association of Insurance Commissioners accounting standards. In addition, Supplier shall, and shall require each subcontractor to, maintain any other records, books, documents, papers, plans, records of shipments and payments, and writings of Supplier, whether in paper, electronic or other form, that are pertinent to one or more of the Upstream Agreements (the "Records",) as necessary to ensure compliance with the provisions of this paragraph. Supplier shall, and shall require each subcontractor to, provide access to Records to (a) OHA; (b) the Secretary of State's Office; (c) CMS; (d) the Comptroller General of the United States; (e) the Oregon Department of Justice Medicaid Fraud Control Unit; (f) DHHS; (g) Office of the Inspector General; (h) other authorized state or federal reviewers; and (i) all duly authorized representatives of any of the foregoing (the "Reviewers"), to perform examinations and audits, make excerpts and transcripts, and evaluate the quality, appropriateness and timeliness of services performed. Supplier further acknowledged and agrees, and shall require all subcontractors to acknowledge and agree, that the Reviewers may, at any time, inspect the premises, physical facilities, and equipment where Medicaid-related activities or work is conducted. The right to audit under this section exists for 10 years from the final date of the contract period or from the date of completion of any audit, whichever is later. Supplier shall, and shall require each subcontractor to, cooperate with the Reviewers for audits, inspection and examination of Medicaid Members' and CAK Members' clinical records. Supplier's and subcontractor's documentation must be sufficiently complete and accurate to permit evaluation and confirmation that coordinated care services were authorized and provided, referrals made, and outcomes of coordinated care and referrals sufficient to meet professional standards applicable to the health care professional and meet the requirements for health oversight and outcome reporting in the Oregon Administrative Rules.

Supplier shall, and shall require each subcontractor to, upon request and without charge, provide a suitable work area and copying capabilities to facilitate such a review or audit. This right also includes timely and reasonable access to Supplier's and subcontractor's personnel for the purpose of interview and discussion related to such documents. Supplier shall, and shall require each subcontractor to, retain and keep accessible all Records, including Medicaid Members' and CAK Members' clinical records, for the longer of (a) ten years or; (a) for non-clinical records, (i) six years following final payment and termination of the Core Contract or CAK Contract, as applicable, whichever is later; (b) the retention period specified in the Core Contract or CAK Contract (as applicable) for certain kinds of records; (c) the period as may be required by applicable law, including the records retention schedules set forth in OAR Chapters 410 and 166; (d) until the conclusion of any audit, controversy or litigation arising out of or related to the Core Contract or CAK Contract, as applicable, or the Records; or (e) if any research and evaluation or other action involving clinical records is started before the end of the ten-year period, until all issues arising out of the action are resolved. The rights of access in this section are not limited to the required retention period, but shall last as long as the Records are retained.

17. **Independent Contractor.** [Participation Agreement Ex. D, § 3(a); CAK Participation Agreement Ex. D, § 3(a)] Supplier acknowledges that neither it nor its contracted providers, employees or agents are employees or agents of Health Share or Plan, except as otherwise specifically stated by written agreement between the parties.

18. **Representations and Warranties.** [Participation Agreement Ex. D, § 4; CAK Participation Agreement Ex. D, § 4] The representations and warranties set forth in this section are in addition to, and not in lieu of, any other representations or warranties provided under the Service Agreement. Supplier represents and warrants to Plan and OHA that at all times during the term of this Service Agreement, (a) all Covered Services provided or arranged by Supplier shall be provided or arranged by duly licensed, certified or otherwise authorized professional personnel in accordance with (i) the generally accepted medical, dental and/or surgical practices and standards prevailing in the applicable professional community at the time of treatment, (ii) the applicable quality initiatives described in this Service Agreement, and (iii) the requirements of state and federal law; (b) Supplier shall maintain in good standing the necessary licenses or certifications required by state and federal law to provide or arrange for Covered Services to Medicaid and/or CAK Members; (c) if Supplier is a physician, Supplier shall maintain in good standing medical staff membership and clinical privileges at licensed acute care hospitals in Plan's service area, as such hospitals are identified by Plan to Supplier; and (d) Supplier shall cooperate with Plan in ensuring ongoing compliance with its representations and warranties under the Participation Agreements that relate to Supplier.

19. **Breast and Cervical Cancer Program Members.** [Core Contract Ex. B, Pt 2, § 4(t); CAK Contract Ex. B, Pt 2, § 4(r); Participation Agreement Ex. B, Pt 2, § 4; CAK Participation Agreement Ex. B, Pt 2, § 4] If Supplier provides treatment for breast or cervical cancer, Supplier shall cooperate with Plan in responding to OHA requests for information with respect to completion of a Medicaid Member or CAK Member's course of treatment of breast or cervical cancer. Supplier acknowledges, and shall cause its subcontractors to acknowledge, that services received as part of the Breast and Cervical Cancer Program are exempt from a copay under OAR 410-120-1230.

20. **Dental Services.** [Core Contract Ex. B, Pt 2, § 4(u); CAK Contract Ex. B, Pt 2, § 4(s); Participation Agreement Ex. B, Pt 2, § 4; CAK Participation Agreement Ex. B, Pt 2, § 4; OAR 410-141-3220(8)] If Supplier provides dental services, Supplier shall, and shall cause all subcontractors to, comply with Plan's written policies and procedures with respect to the provision of dental Covered Services, including without limitation policies and procedures describing settings in which treatment of an Emergency Dental Condition or Urgent Care Service should be provided. Supplier shall comply, and shall cause its subcontractors to comply, with appointment timeliness requirements as set forth in Ex. B, Part 2, Section 4(u)(2) of the Core Contract and Section 4(s)(2) of the CAK Contract.

21. **Access to Care.** [Core Contract Ex. B, Pt 4, §§ 2(a), 2(b); CAK Contract Ex. B, Pt 4, §§ 2(a), 2(b); Participation Agreement Ex. B, Pt 4, § 2(a); CAK Participation Agreement Ex. B, Pt 4, § 2(a)] Supplier shall, and shall cause all subcontractors to, comply with OHP standards for timely access to care and services, including without limitation (a) requirements set

forth in OAR 410-141-3220 and 410-141-3160, and (b) timely access to routine dental care as specified in OAR 410-123-1000 through 410-123-1640.

22. **Health-Related Services.** [Core Contract Ex. B, Pt 2, § 8; Participation Agreement Ex. B, Pt 2, § 8] Supplier shall comply with Plan's or Health Share's written policies and procedures with respect to the coordination, ordering and supervision of Health-related services, as such policies and procedures are communicated to Supplier by Plan.

23. **Provision of Information.** [Core Contract Ex. B, Pt 3, § 2(h); CAK Contract Ex. B, Pt 3, § 2(h); Participation Agreement Ex. B, Pt 3, § 2; CAK Participation Agreement Ex. B, Pt 3, § 2] Supplier shall, and shall require all subcontractors to, require that Medicaid Members and CAK Members receive information on available treatment options and alternatives in a manner appropriate to the Medicaid Member or CAK Member's condition, preferred language and ability to understand.

24. **Payment Procedures.** [Core Contract Ex. B, Pt 8, § 3(f); CAK Contract Ex. B, Pt 8, § 3(f); Participation Agreement Ex. B, Pt 8, § 3; CAK Participation Agreement Ex. B, Pt 8, § 3] Supplier shall not, and shall require that all subcontractors shall not, bill Medicaid Members or CAK Members for Covered Services in any amount greater than would be owed if Plan had provided the services directly, consistent with 42 CFR 438.106 and 438.230.

25. **Provider-Preventable Conditions.** [Core Contract Ex. B, Pt 8, § 4(i); CAK Contract Ex. B, Pt 8, § 4(f); Participation Agreement Ex. B, Pt 8, § 4; CAK Participation Agreement Ex. B, Pt 8, § 4] Supplier shall, and shall cause all subcontractors to, cooperate with Plan to ensure compliance with requirements and OHA guidance pertaining to Provider-Preventable Conditions and Health Care-Acquired Conditions, as such requirements and guidance are communicated to Supplier by Plan.

26. **Encounter Claims Data.** [Core Contract Ex. B, Pt 8, §§ 7-9; CAK Contract Ex. B, Pt 8, §§ 5, 7 and 8; Participation Agreement Ex. B, Pt 8, §§ 7-9; CAK Participation Agreement Ex. B, Pt 8, §§ 5, 7 and 8] Supplier shall cooperate with and assist Plan, as required by Plan, in fulfilling obligations with respect to Encounter Claims, Encounter Claims Data and Encounter Pharmacy Data, including without limitation requirements with respect to the accuracy, completeness, truthfulness and validity of the information required.

27. **Performance of Agreement.** [Participation Agreement § VIII; CAK Participation Agreement § VIII] Supplier shall, and shall cause all subcontractors to, comply with Health Share policies and procedures, as distributed to Supplier by Plan.

28. **Assignment; Successor in Interest.** [Participation Agreement Ex. D, § 17; CAK Participation Agreement Ex. D, § 17] Supplier shall not assign or transfer its interest in the Service Agreement, voluntarily or involuntarily, whether by merger, consolidation, dissolution, operation of law, or in any other manner, without prior written consent of Plan and Health Share. No approval by Plan or Health Share of any assignment or transfer of interest shall be deemed to create any obligation of Plan or Health Share in addition to those, if any, set forth in the Service Agreement. The provisions of the Service Agreement shall be binding upon and inure to the

benefit of the parties and their respective successors and permitted assigns. Supplier shall cause all subcontractors to comply with the requirements of this section as if each subcontractor was Supplier under this section.

29. **Compliance with Applicable State and Local Law.** [Participation Agreement Ex. D, §31; CAK Participation Agreement Ex. D, § 31] Supplier shall, and shall cause all Participating Providers to, comply with all protective services, investigation and reporting requirements described in OAR 943 045 0250 through 943 045 0370; ORS 430.735 through 430.765; ORS 124.005 through 124.040; and ORS 441.650 through 441.680. [Core Contract Ex. D, § 2(a); CAK Contract Ex. D, § 2(a); Participation Agreement Ex. D, § 2; CAK Participation Agreement Ex. D, § 2] If Supplier is a Subcontractor, Supplier shall, and shall cause all subcontractors to, comply with all State and local laws, rules, regulations, executive orders, and ordinances (as they may be adopted, amended or repealed from time to time) applicable to one or more of the Upstream Agreements, the Service Agreement or to the performance of Work under any of the foregoing, including, but not limited to, the following: (a) ORS Chapter 659A.142; (b) all other applicable requirements of State civil rights and rehabilitation statutes, rules and regulations; (c) OHA rules pertaining to the provision of integrated and coordinated health care and services, OAR Chapter 410, Division 141; (d) all other OHA rules in OAR Chapter 410; (e) rules in OAR Chapter 309 Divisions 012, 014, 015, 018, 019, 022, 032 and 040, pertaining to the provisions of mental health services; (f) rules in OAR Chapter 415 pertaining to the provision of Substance Use Disorders services; and (g) state law establishing requirements for Declaration for Mental Health Treatment in ORS 127.700 through 127.737. If Supplier is a Subcontractor, these laws, rules, regulations, executive orders and ordinances are incorporated by reference herein to the extent that they are applicable to one or more of the Upstream Agreements or the Service Agreement and required by law to be so incorporated. If Supplier is a Subcontractor, Supplier shall, and shall require each Subcontractor to, to the maximum extent economically feasible in the performance of the Service Agreement pertinent to the OHP Contact, use recycled paper (as defined in ORS 279A.010(1)(gg)), recycled PETE products (as defined in ORS 279A.010(1)(hh)), and other recycled products (as "recycled products" is defined in ORS 279A.010(1)(ii)).

30. **Compliance with Applicable Federal Laws.** [Core Contract Ex. E, §§ 1, 22 and 23; CAK Contract Ex. E, § 1; Participation Agreement Ex. E; CAK Participation Agreement Ex. E] Supplier shall comply, and shall cause each subcontractor to comply, with all applicable standards, policies, orders, or requirements that apply to the Upstream Agreements or to the delivery of Work, as set forth or incorporated, or both, in Exhibit E, Sections 1, 22 and 23 of the Core Contract and Exhibit E, Section 1 of the CAK Contract, in their entirety. For purposes of any of the Upstream Agreements or the Service Agreement, all references to federal laws are references to federal laws as they may be adopted or amended from time to time.

31. **Reporting of Delivery System Network Providers.** [Core Contract Ex. G; CAK Contract Ex. G; Participation Agreement Ex. G; CAK Participation Agreement Ex. G] Supplier shall cooperate with Plan in providing information as requested by Plan to facilitate Plan's compliance with network reporting or attestation obligations, including without limitation information pertaining to appointment timeframes and Medicaid Member and CAK Member access to Medically Appropriate Covered Services.

32. **Transplant Services.** [Core Contract Ex. B, Pt 2, § 1(h); CAK Contract Ex. B, Pt 2, § 1(h); Participation Agreement Ex. B, Pt 2, § 1; CAK Participation Agreement Ex. B, Pt 2, § 1] Supplier acknowledges that Plan is prohibited from paying for organ transplants except as otherwise provided in accordance with State Plan written standards.

33. **Provider Enrollment and Termination.** [Core Contract Ex. B, Pt 4, §§ 3(b)(4), 3(b)(6); Ex. B, Pt 8, § 18(g); CAK Contract Ex. B, Pt 8, § 16(g); Participation Agreement Ex. B, Pt 4, § 3(a); Ex. B, Pt 8, § 18; CAK Participation Agreement Ex. B, Pt 8, § 16] At all times during the term of this Service Agreement, Supplier shall, and shall require each subcontractor to, be enrolled with OHA as a Medicaid Provider. Supplier acknowledges that Plan (a) must terminate the Service Agreement immediately upon notification from the state of Oregon that Supplier cannot be so enrolled; (b) may not refer Medicaid Members and/or CAK Members to or use providers who (i) have been terminated from OHA, or (ii) have been excluded or are subject to exclusion from Federal health care program participation, as provided in Core Contract Ex. B, Part 8, Sec. 18(g) or CAK Contract Ex. B, Part 8, Sec. 16(g); and (c) may not accept billings for services provided to Medicaid Members and/or CAK Members provided after the date of such termination, exclusion, or event causing Supplier to be subject to such exclusion.

34. **Americans with Disabilities Act.** [Core Contract Ex. D, § 2(b); CAK Contract Ex. D, § 2(b); Participation Agreement Ex. D, § 2; CAK Participation Agreement Ex. D, § 2] If Supplier is a Subcontractor, in compliance with the Americans with Disabilities Act, any written material that is generated and provided by Supplier under one or more of the Upstream Agreements or the Service Agreement to Medicaid Members or CAK Members, including Medicaid-Eligible Individuals, shall, at the request of such individuals, be reproduced in alternative formats of communication, to include Braille, large print, audiotape, oral presentation, and electronic format. Supplier shall not be reimbursed for costs incurred in complying with this provision. If Supplier is a Subcontractor, Supplier shall cause its Subcontractors to comply with the requirements of this provision as if each of its Subcontractor was Supplier under this provision.

35. **Information Privacy/Security/Access.** [Core Contract Ex. D, § 14; CAK Contract Ex. D, § 14; Participation Agreement Ex. D, § 14; CAK Participation Agreement Ex. D, § 14] If Supplier is a Subcontractor and the items or services provided under the Service Agreement permit Supplier or any Subcontractors to have access to or use of any OHA computer system or other OHA Information Asset for which OHA imposes security requirements, and OHA grants Supplier or Subcontractors access to such OHA Information Assets or Network and Information Systems, Supplier shall, and shall require each of its Subcontractors to, comply with OAR 943-014-0300 through OAR 943-014-0320, as such rules may be revised from time to time.

36. **Marketing to Potential Members.** [Core Contract Ex. B, Pt 3, § 8; Participation Agreement Ex. B, Pt 3, § 8] If Supplier is a Subcontractor, Supplier shall, and shall require all Subcontractors to, comply with all prohibitions pertaining to marketing to potential Medicaid Members, as set forth in the Core Contract and communicated to Supplier by Plan.

37. **Termination for Cause.** [Core Contract Ex. B, Pt 4, § 10(a)(9)(a); CAK Contract Ex. B, Pt 4, § 10(a)(8)(a); Participation Agreement Ex. B, Pt 4, § 10, Ex. D, §§ 10, 18(b)(7); CAK Participation Agreement Ex. B, Pt 4, § 10; Ex. D, §§ 10, 18(b)(6)] In addition to pursuing any other remedies allowed at law or in equity or by the Service Agreement, the Service Agreement may be terminated as to Medicaid Members and/or CAK Members by Plan, if Supplier's qualifications or performance are inadequate to meet the requirements of one or more of the Upstream Agreements.

SCHEDULE 3 TO EXHIBIT A

FEDERAL PROGRAM COMPLIANCE

A. Medicare Advantage Program

Plan have entered into Medicare Advantage Organization contracts (the "MA Contracts") with the Centers for Medicare and Medicaid Services ("CMS"). CMS requires Plan to include the provisions of this Section A in its subcontracts. Section A of this Exhibit is incorporated by reference into and made part of the Service Agreement with respect to Covered Services rendered to Members enrolled in the Medicare Advantage program ("MA Members"). While this Exhibit and the Service Agreement are intended to complement one another, should there be an irreconcilable conflict between them, Section A of this Exhibit shall control as to issues arising from Covered Services rendered to MA Members.

1. **Records.** [42 CFR §422.118, §§422.504(a)(13), (d), and (i)(3)(iii), Medicare Managed Care Manual ("MMCM") Ch. 11, §100.4] Supplier shall (a) abide by all federal and state laws regarding confidentiality and disclosure of medical records, or other health and enrollment information; (b) ensure that medical information is released only in accordance with applicable federal or state law, or pursuant to court orders or subpoenas; (c) maintain medical records and related information in an accurate and timely manner and for ten years after termination or expiration of this Service Agreement or the date of completion of any audit, whichever is later; and (d) ensure timely access by MA Members to the records and information that pertain to them.

2. **Prompt Payment.** [42 CFR §422.520(b)(1), §422.504(c), MMCM Ch. 11, §100.4] Supplier shall be paid for Covered Services rendered to MA Members within the lesser of 45 days of receipt of a properly submitted, supported and undisputed claim or the time period set forth elsewhere in this Service Agreement.

3. **Member Hold Harmless.** [42 CFR §§422.504(g)(1)(i)&(iii), §422.504(i)(3)(i), §422.105(a), §422.100(g), MMCM Ch. 11, §100.4, 42 USC 1395w-22(a)(7)] Supplier agrees that in no event including, without limitation, nonpayment by or insolvency of any of the Plan or breach of this Service Agreement, shall Supplier bill; charge; collect a deposit from; seek compensation, reimbursement, or remuneration from; impose surcharges; or have any recourse against a MA Member or a person acting on behalf of a MA Member for fees that are the legal obligation of any of the Plan. This Service Agreement does not prohibit Supplier from collecting Member Cost Share or fees for non-Covered Services to the extent permitted by the applicable health benefit plan; however, Member Cost Share may not be imposed for influenza and pneumococcal vaccines that are Covered Services. If a person who correctly identifies himself as a MA Member seeks Services from Supplier without an applicable Authorization or referral, Supplier may charge the MA Member only for customary in-plan Member Cost Share unless Supplier notified the MA Member in advance that the Services would be Covered Services only if further action were taken by the MA Member per applicable health benefit plan rules. If a MA Member is also enrolled in Medicaid and Medicaid is responsible for the Member Cost Share,

Supplier shall not hold MA Member liable for such Member Cost Share, and Supplier shall accept payment pursuant to this Service Agreement as payment in full or bill Medicaid for such Member Cost Share. Sections A.3 and A.4 shall be construed in favor of the MA Member as an intended third party beneficiary, shall survive the termination of the Service Agreement or the insolvency of any Health Plan, and shall supersede any oral or written agreement between Supplier and a MA Member.

4. **Continuation of Benefit.** [42 CFR §422.504(g)(2), MMCM Ch. 11, §100.4, MA Contract, Article V, Section C.1] In the event of the termination or expiration of this Service Agreement, insolvency of any of the Plan, or other cessation of business, Supplier shall continue to provide Covered Services for all MA Members through the period for which premium was paid and, for MA Members who are confined in an inpatient facility on the date of insolvency or other cessation of business, through the date of discharge.

5. **Audit and Inspection.** [42 CFR §§422.504 (e)(1), (e)(2), (e)(4) & (i)(2), MMCM Ch. 11, §100.4, MMCM Ch. 21, Section 50.6.1] The Department of Health and Human Services, the U.S. Comptroller General, and their designees have the right to audit, evaluate, collect and inspect any pertinent contracts, books, documents, papers, records, facilities and computer/electronic systems of Supplier involving transactions related to Plan's MA Contracts during the period of this Service Agreement and for ten years after termination or expiration of this Service Agreement or the date of completion of any audit, whichever is later. Supplier shall retain such contracts, books, documents, papers, and records for this period.

6. **Accountability and Delegation.** [42 CFR §§422.504(i)(1),(3),(4)&(5), 42 CFR §422.562(a)(3), MMCM Ch. 11, §100.4, MMCM Ch. 21, §§ 40 and 50.6.6, MA Contract, Article V, Sections D and E] Plan shall only delegate activities or functions to Supplier pursuant to a written delegation agreement in compliance with CMS rules, which require, among other things, a covenant of Supplier that it will comply with all applicable Medicare laws, regulations, and CMS instructions. To the extent any of the Plan delegates any functions for which it is responsible, such Health Plan(s) are ultimately responsible to CMS for oversight and compliance and shall retain the right to monitor performance of the delegated functions and to revoke such delegation if any of the Plan or CMS determines that performance is unsatisfactory. If any of the Plan delegate the selection of providers, such Health Plan(s) retain the right to approve, suspend or terminate any such selection.

7. **Exclusion/Sanction.** [42 CFR §422.752(a)(8), §422.204(b)(3), §422.220, §423.120(c)(5)&(6), 42 USC §1320a-7 & §1320a-7a, MMCM, Ch. 6 §§60.2 & 70, MMCM Ch. 11 §100.4, MMCM Ch. 21 §50.6.8] Supplier represents that (a) it is not excluded, debarred, sanctioned, suspended or otherwise ineligible from, by or for participation in any federal or state program, including Medicare and Medicaid, (b) with respect to Covered Services provided to MA Members, it does not knowingly employ or contract with an individual or entity so excluded, debarred, sanctioned, suspended, or otherwise ineligible, and (c) no practitioner providing Covered Services to a MA Member has opted out of Medicare. Supplier and any of its practitioners providing Covered Services to a MA Member shall be enrolled in Medicare. These representations shall be continuing throughout the term of this Service Agreement, and Supplier shall promptly notify Plan if any representation can no longer be made.

8. **Certification of Data.** [42 CFR §422.504(l)(3), MMCM Ch. 11, §100.4] The chief executive officer of Supplier, the chief financial officer, or an individual delegated the authority to sign on behalf of one of these officers, shall certify from time to time, as requested by any of the Plan, that the encounter data and other data supplied by Supplier (based on its best knowledge, information, and belief) are accurate, complete and truthful.

9. **Termination.** [42 CFR §422.202(d)(4), §422.506(b), §422.510, §422.111(e), MMCM Ch. 6, §60.4, MMCM Ch. 11, §100.4] If this Service Agreement may be terminated without cause, the minimum period of notice shall be at least 60 days, but shall be greater if provided in this Service Agreement. If a MA Contract between a Plan and CMS is terminated or not renewed, this Service Agreement will be terminated as to MA Members of such Plan except to the extent such Plan enters into a different form of contract with CMS, in which case Supplier agrees to cooperate with such Plan in meeting its requirements under the new contract with CMS until such time as this Service Agreement may be amended. If Supplier provides primary care services to MA Members, Supplier shall provide at least 30 days' notice before terminating the Service Agreement.

10. **Access to Books and Records.** [42 USC §1395x(v)(1)(I), 42 CFR §420.302(b)] If this Service Agreement is determined to be subject to the provisions of 42 USC §1395x(v)(1)(I), which governs access to books and records of contractors of Covered Services to MA Members, Supplier agrees to permit representatives of the Secretary of the U.S. Department of Health and Human Services and the U.S. Comptroller General to have access to this Service Agreement and to the books, documents, and records of Supplier, as necessary to verify the costs of this Service Agreement in accordance with criteria and procedures contained in applicable federal law.

11. **Advance Directives.** [42 CFR §§422.128(b)(1)(ii)(E)&(F), MMCM Ch. 11 §100.4] The MA Member's medical record shall reflect, in a prominent part, whether or not the MA Member has executed an advance directive. Supplier may not condition the provision of care or otherwise discriminate against a MA Member based on whether or not the MA Member has executed an advance directive.

12. **Compliance.** [42 CFR §422.2, §§422.504(a)(8), (h),(i) & (j), §422.310(b), §422.562(a), §422.516, §422.503(b)(4)(vi), §422.2268, MMCM, Ch. 4 §10.6, MMCM Ch. 11, §§100.4 and 120, MMCM Ch. 21, §§ 30, 40, 50.1.3, 50.3.1, 50.3.2, 50.4.2, 50.6.6, 50.6.11 and 50.7.2] Supplier shall comply and shall require any subcontractors providing services to MA Members to comply with all applicable Medicare laws and regulations (including without limitation those designed to prevent or ameliorate fraud, waste and abuse), state and federal laws (including criminal laws, the False Claims Act, Anti-Kickback statute, Health Insurance Portability and Accountability Act or HIPAA, Civil Rights Act of 1964, Age Discrimination Act of 1975, Rehabilitation Act of 1973, Americans with Disabilities Act, Genetic Information Nondiscrimination Act of 2008), with CMS guidance and instructions, with Plan's policies and procedures, with applicable elements of Plan's compliance programs (including, without limitation, reporting of compliance issues, cooperation with Plan's routine monitoring and auditing of providers, and annual training and education, e.g., related to fraud, waste and abuse), and with applicable contractual obligations under Plan's MA Contracts, as amended from time to

time. Failure to comply with Plan compliance programs may result in a corrective action or other appropriate action under the Service Agreement. In the event of changes to the governing laws, regulations, or CMS requirements applicable to the Medicare Advantage program, this Exhibit shall be amended to the extent required by any such later required changes. Supplier shall cooperate, assist and provide records, data and information, as requested by Plan, for Plan's compliance with Medicare requirements.

A. Supplier shall provide information to Plan about disclosure of MA Members' Protected Health Information ("PHI," as defined by HIPAA) to entities outside the United States so that Plan may complete CMS's required Offshore Subcontractor Information and Attestation form; and if Supplier discloses MA Members' PHI to entities outside the United States, Supplier shall inform Plan of the fact of such disclosures within 15 days of contract execution or amendment, shall implement reasonable security policies and procedures auditable by Plan to protect such PHI, and shall report actual or suspected security breaches to Plan.

B. Supplier acknowledges that funds received from Plan are in whole or in part derived from federal funds.

C. Supplier shall also cooperate with Plan's grievance and appeals procedures for MA Members.

D. If Supplier engages in any marketing activities related to MA Members or the Medicare Advantage program (including distribution of any materials related to the Medicare Advantage program), Supplier shall comply with all applicable Medicare Advantage marketing rules.

13. Credentialing. [42 CFR §422.204, §422.112(a)(5), §422.504(i)(4), MMCM Ch. 6, §70, MA Contract, Article V, Section D.4] Supplier agrees to cooperate with Plan's credentialing processes for providers rendering Covered Services to MA Members (including recredentialing at least every 3 years). Supplier agrees that Plan will review the credentials of Supplier and (as applicable) its medical professionals or will allow Plan to review, approve and audit Supplier's credentialing process.

14. Access to Services. [42 CFR §§422.100(b)&(g), §§422.112(a)(1),(3),(6),(7),(8), §422.110(a), §422.206(a)(2), MMCM Ch. 11, §100.4, MMCM Ch.6, §40] Covered Services shall be available and accessible in a timely manner, during hours of operation convenient to the population served, and in a manner that does not discriminate against MA Members. Supplier shall not discriminate against MA Members on the basis of health status (including medical condition, claims experience, receipt of health care, medical history, genetic information, evidence of insurability, conditions arising out of acts of domestic violence and disability), race, ethnicity, national origin, religion, sex, age, mental or physical disability, sexual orientation, or source of payment. Covered Services and information about treatment options shall be provided to MA Members in a culturally competent manner, including the option of no treatment, and with appropriate assistance for MA Members with limited communication skills and disabilities. Supplier shall allow direct access (a) for all MA Members to influenza vaccines and (b) for women MA Members to screening mammography and women's health specialists for women's

routine and preventive health care services. Plan shall assume financial responsibility for emergency and urgently needed services to MA Members in accordance with applicable law and health benefit plan rules, regardless of whether there is a prior Authorization for the services.

15. Quality Assurance. [42 CFR §422.112(b)(5), §422.152, §§422.504(a)(3)(iii)&(5), MMCM Ch. 11, §100.4] Supplier shall participate in and cooperate with Plan's quality assurance and improvement programs, including cooperating with any independent or external review organization retained by Plan as part of their quality assurance and improvement programs. Supplier shall render Covered Services in a manner consistent with professionally recognized standards of care. Supplier shall inform MA Members of specific health care needs that require follow-up and shall provide, as appropriate, training in self-care and other measures for MA Members to promote their own health.

16. Subcontractors. [42 CFR §422.504(i)(3)(iii)] If Supplier provides Covered Services to MA Members through a subcontractor, Supplier shall require such subcontractor to provide Covered Services to MA Members consistent with Plan's contractual obligations.

17. Encounter Reporting. [42 CFR §422.310] In the event Supplier does not submit standard claims for payment, Supplier shall provide the information necessary for Plan to report to CMS all encounters for MA Members on a standard CMS 1500 or UB-04 form.

18. Hospital Provisions. [42 CFR §422.620] If Supplier is a hospital, Supplier shall provide MA Members with advance notice of hospital discharge appeal rights and cooperate with Plan and/or the applicable Quality Improvement Organization regarding appeals or grievances related to the discharge.

19. Physician Provisions. [42 CFR §422.208(c), §422.202(d)(1), §422.210, MMCM Ch. 11, §100.4, MMCM Ch.6 §80] Where Supplier is a physician or physician group: (a) if the compensation arrangement places physician(s) at "substantial financial risk" as defined under the Physician Incentive Plan rules, the parties shall comply with such rules; and (b) if this Service Agreement is suspended or terminated, physician(s) shall be given written notice of the reasons for suspension or termination and, if applicable, the right to appeal.

B. Federal Employee Health Benefits Program

Plan have entered into contracts with the U.S. Office of Personnel Management ("OPM") (the "FEHBP Contracts") to provide or arrange health care services for persons enrolled in the Federal Employees Health Benefits Program ("FEHBP"). OPM requires Plan to include the provisions of this Section B in any subcontracts. Section B of this Exhibit is incorporated by reference into and made part of the Service Agreement with respect to Covered Services rendered to Members enrolled in FEHBP ("FEHBP Members"). While this Exhibit and the Service Agreement are intended to complement one another, should there be an irreconcilable conflict between them, Section B of this Exhibit shall control as to issues arising from Covered Services rendered to FEHBP Members.

1. Service Obligations. [FEHBP Contract §§1.9, 1.11, 1.20, and 1.26] Supplier and its

health care providers shall cooperate with Plan's quality standards and implementation of patient safety improvement programs and disaster recovery plans, and assist Plan with collection of data for quality assurance records.

2. **Hold Harmless.** [FEHBP Contract §2.9] In the event of (a) insolvency of any of the Plan or of Supplier, or (b) any of the Plan's or Supplier's inability to pay expenses for any reason, Supplier shall not look to FEHBP Members for payment, and shall prohibit health care providers from looking to FEHBP Members for payment.

3. **Billing and Payment.** [FEHBP Contract §§2.3(g), 2.6(b), and 2.11] Supplier shall cooperate with Plan in the performance of their obligations under the FEHBP Contract to administer and coordinate benefits, pay claims and recoup erroneous payments (for which no time limit applies to such recoupments). Supplier shall submit claims on the appropriate CMS 1500 form or UB-04 form and shall make all reasonable efforts to submit claims electronically.

4. **Termination of FEHBP Contract.** [FEHBP Contract §5.49] If the FEHBP Contract is terminated by OPM, the Service Agreement and all subcontracts shall be terminated with respect to FEHBP Members addressed by such contract, and the parties shall assign to the government, as directed by OPM, all right, title, and interest of Plan under the Service Agreement and subcontracts terminated.

5. **Continuation of Care.** [FEHBP Contract §1.24] In the event any of the Plan terminates its FEHBP Contract with OPM or terminates this Service Agreement or its Service Agreement with Supplier other than for cause, Supplier and Plan agree that specialized care (if any is provided under this Service Agreement) shall continue to be rendered and paid under the terms of this Service Agreement for those FEHBP Members who are undergoing treatment for a chronic or disabling condition or who are in the second or third trimester of pregnancy for up to 90 days, or through their postpartum period, whichever is later. Supplier shall also promptly transfer all medical records to the designated new provider during or upon completion of the transition period, as authorized by the FEHBP Member, and shall give all necessary information to Plan for quality assurance purposes.

6. **Confidentiality.** [FEHBP Contract §1.6(b)] Supplier shall hold confidential all medical records of FEHBP Members, and information relating thereto, except (a) as may be reasonably necessary for administration of the FEHBP Contract, (b) as authorized by the FEHBP Member or his or her guardian, (c) as disclosure is necessary to permit government officials having authority to investigate and prosecute alleged civil or criminal actions, (d) as necessary to audit the FEHBP Contract, (e) as necessary to carry out the coordination of benefit provisions of the FEHBP Contract, or (f) for bona fide medical research or educational purposes (only if aggregated).

7. **Maintenance and Audit of Records.** [FEHBP Contract §§3.4, 5.7 and 48 CFR §§2.101, 52.215-2] OPM and other government officials have the right to inspect and evaluate the work performed or being performed under the FEHBP Contract, records involving work or transactions related to the FEHBP Contract, and the premises where the work is being performed, at all reasonable times and in a manner that will not unduly delay the work. If

government officials or their authorized representatives request access, inspection or evaluation of such Supplier records or premises, Supplier shall cooperate by providing access to records and facilities until six years after final payment or settlement under the FEHBP Contract.

8. Notice of Significant Events. [FEHBP Contract §1.10 and 48 CFR §1652.222-70] Supplier agrees to notify Plan of any Significant Event within seven business days after the Supplier becomes aware of it. A "Significant Event" is any occurrence or anticipated occurrence that might reasonably be expected to have a material effect upon Supplier's ability to meet its obligations under the Service Agreement.

9. Compliance. [FEHBP Contract §§ 1.20, 2.7, 5.5, 5.19, 5.22, 5.23, 5.45, 5.47, 5.55, 5.56, 5.57, 5.59, 5.61, 5.64, 5.65, 5.69, 5.70, 5.71] Supplier and Plan shall comply with the Health Care Consumer Bill of Rights (at http://www.opm.gov/insure/archive/health/cbrr.htm), as amended from time to time, which addresses Members' ability to participate fully in treatment decisions, respecting Members' rights (including nondiscrimination), and protecting Members' privacy. [FEHBP Contract §1.20] Supplier shall not employ or contract with any providers that provide Covered Services to FEHBP Members and have been debarred, suspended or proposed for debarment by the federal government during the term of the Service Agreement. [FEHBP Contract §5.47 and 48 CFR §52.209-6 (OCT 2015)] Plan shall not be liable for payment to Supplier for services rendered by a provider debarred, excluded or suspended from participation in any federal program. [FEHBP Contract §2.7] In addition, as requested, Supplier shall cooperate with, assist, and provide information to Plan as needed for Plan's compliance with all FEHBP Contract requirements.

A. Plan are subject to various federal laws, executive orders and regulations regarding equal opportunity and affirmative action. This subsection 9A constitutes notice that Supplier may be subject to the following Federal Acquisition Regulations (each a "FAR") at 48 CFR Part 52 and the Office of Federal Contract Compliance Regulations at 41 CFR Part 60, which are incorporated herein by reference: (i) FEHBP Contract §5.19 corresponding to FAR 52.222-26 – Equal Opportunity (APR 2015) and 41 CFR 60.1.4(a); (ii) FEHBP Contract §5.59 corresponding to FAR 52.222-21 – Prohibition of Segregated Facilities (APR 2015) and 41 CFR 60-1.8; (iii) FEHBP Contract §5.55 corresponding to FAR 52.222-37 – Employment Reports on Veterans (OCT 2015); (iv) FEHBP Contract §5.22 corresponding to FAR 52.222-35 – Equal Opportunity for Veterans (OCT 2015) and 41 CFR 60-300.5(a) and FEHBP Contract §5.23 corresponding to FAR 52.222-36 – Equal Opportunity for Workers with Disabilities (JUL 2014) and 41 CFR 60-741.5(a), which provide (and are required to be stated in bold print): **"This contractor** [Health Plan(s)] **and subcontractor** [Supplier, if covered] **shall abide by the requirements of 41 CFR 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals on the basis of protected veteran status or disability, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and qualified individuals with disabilities."** In addition, per FEHBP Contract §§5.19 and 5.61, Executive Order 11246 regarding nondiscrimination in employment decisions, as amended by Executive Order 13665 regarding non-retaliation for disclosure of compensation information, and Executive Order 13496 (codified at 29 CFR Part 471, Appendix A to Subpart A) concerning the obligations of federal contractors and subcontractors to provide notice to employees about their

rights under Federal labor laws shall be incorporated herein by reference. As part of Plan's efforts to comply with these requirements, Plan have developed and implemented equal employment opportunity and affirmative action policies and programs designed to ensure that all qualified applicants and employees are treated without regard to such factors as race, color, religion, sex, sexual orientation, gender identify, national origin, disability, veteran status, or any other reason prohibited by law. Plan request that, as one of Plan's subcontractors, Supplier take appropriate action, as necessary, to support Plan's commitment to these requirements, as required by 41 CFR 60-300.44(f)(1)(ii) and 60-741.44(f)(1)(ii).

In addition, this subsection 9A constitutes notice that Supplier may be subject to additional FARs, which are incorporated herein by reference: (a) FEHBP Contract §5.56 corresponding to FAR 52.227-1 -- Authorization and Consent (DEC 2007) and FEHBP Contract §5.57 corresponding to FAR 52.227-2 -- Notice and Assistance Regarding Patent and Copyright Infringement (DEC 2007); (b) FEHBP Contract §5.69 corresponding to FAR 52.223-18 -- Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011); (c) FEHBP Contract §5.64 corresponding to FAR 52.203-13 -- Code of Business Ethics and Conduct (OCT 2015); (d) FEHBP Contract §5.5 corresponding to FAR 52.203-7 – Anti-Kickback Procedures (MAY 2004); (e) FEHBP Contract §5.45 corresponding to FAR 52.203-12 – Limitation on Payments to Influence Certain Federal Transactions (OCT 2010); (f) FEHBP Contract §5.70 corresponding to FAR 52.203-17 – Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights (APR 2014); (g) FEHBP Contract §5.71 corresponding to FAR 52.222-50 – Combatting Trafficking in Persons (MAR 2015); and (h) FEHBP Contract §5.65 corresponding to FAR 52.222-54 -- Employment Eligibility Verification (OCT 2015). If Supplier is not otherwise subject to compliance with the laws and executive orders specified in this subsection 9A, the inclusion of this subsection 9A shall not be deemed to impose such requirements upon Supplier.

10. Health Information Technology. [FEHBP Contract §1.27] As Supplier implements, acquires, or upgrades health information technology systems, it shall use reasonable efforts to utilize, where available, certified health information technology systems and products that meet interoperability standards recognized by the Secretary of Health and Human Services ("Interoperability Standards"), have already been pilot-tested in a variety of live settings, and demonstrate meaningful use of health information technology in accordance with the HITECH ACT. Supplier shall also encourage its subcontracted providers to comply with applicable Interoperability Standards.

11. Licensure and Other Credentials. [FEHBP Contract §1.9(f)] Supplier shall require that all physicians providing Covered Services to FEHBP Members comply with Health Plan's credentialing requirements.

SCHEDULE 4 TO EXHIBIT A

NATIONAL COMMITTEE FOR QUALITY ASSURANCE ("NCQA") REQUIRED PROVISIONS

This Exhibit is incorporated by reference into and made part of the Service Agreement with respect to Services rendered to Members of Plan, as required by NCQA.

1. Quality Improvement. Supplier shall participate in Plan's Quality Improvement ("QI") program(s), including cooperating with QI activities, providing applicable performance data, and tracking and regular reporting on mutually agreed upon quality indicators, all in accordance with Plan's expectations and NCQA standards.

2. Communications with Members. Supplier's physicians and other personnel licensed or certified to provide Services to Members hereunder may freely communicate with a Member or a Member's authorized representative about the Member's treatment options, without regard to benefit coverage limitations, while maintaining confidentiality consistent with the confidentiality provisions set forth in this Service Agreement.

3. Utilization Management Decisions. Utilization management decision-making is based on appropriateness of care and service and existence of coverage. Individuals responsible for utilization management decision-making do not receive financial incentives that specifically reward them for issuing denials of coverage or service, or that encourage decisions that result in underutilization.

4. Credentialing. If Supplier is required to be credentialed by Plan, Supplier shall comply, and shall cause its physicians and other personnel to comply, with Plan's credentialing requirements. Plan retain the right, based on quality issues, to approve new practitioners, providers and sites and to terminate or suspend the right of individual practitioners, providers or sites to provide Services to Members.

5. Confidentiality. Supplier shall maintain the confidentiality of Member information and records, and all other protected health information, in compliance with the confidentiality provisions set forth in this Service Agreement and Plan's policies regarding protected health information. Data shared with employers, whether self-insured or insured, shall not implicitly or explicitly identify a Member without the written consent of the Member, except as permitted by law.

6. Site Visits and Medical Record Reviews. Supplier shall permit and cooperate with, at reasonable times with reasonable notice, initial and follow-up inspection of its site(s) by representatives of Plan, NCQA and other accrediting or licensing organizations on a biennial basis or more frequently as requested by a Plan. Supplier shall permit and cooperate with medical record reviews initiated by a Plan. Supplier shall cause all physicians and other personnel to permit and cooperate with such inspections and medical record reviews.

7. Subcontracts. Supplier shall require all provisions of this Exhibit to be included in any applicable contract or agreement between Supplier and any subcontractor providing Services to Members.

B.O. 19-488
Exhibit "A"
Pg 1 of 31