

PARTICIPATING ASSOCIATE PROVIDER AGREEMENT

THIS AGREEMENT, effective this ____ day of _____, by and between CENTRAL OREGON INDEPENDENT PRACTICE ASSOCIATION, a not-for-profit corporation organized under the laws of the State of Oregon (hereinafter "COIPA") and _____, a duly licensed _____, in the State of Oregon (hereinafter "Associate").

RECITALS

- A. COIPA will enter into contracts with various Managed Care Plans.
- B. COIPA and its Participating Physicians and Associates will be obligated to provide or arrange for Health Care Services to enrolled Members in Managed Care Plans pursuant to the COIPA/Plan Agreement.
- C. This is a non-exclusive Agreement. Both Associate and COIPA are free to contract with any other organization, insurer, employer, individual or Managed Care Plan whether or not the other Party is a participant in such agreement.

NOW THEREFORE, in consideration of the premises and mutual covenants herein contained, the Parties hereto agree as follows:

I. DEFINITIONS

As used in this Agreement, the following terms have the indicated meanings:

1.1 "Associate" shall mean a licensed nurse practitioner, physician assistant or podiatrist who is an Associate Member of COIPA and who agrees to provide Covered Services to Plan Members pursuant to any Plan Agreements and this Agreement.

1.2 "Covered Services" shall mean those health services provided by Associate to Members for which a physician or Associate is qualified, which Services qualify for payment by the Plan pursuant to the terms of its applicable Individual or Group Service Plan and the Plan's Medical Service Agreement between the Plan and COIPA.

1.3 "Emergency" shall mean the sudden and unexpected onset of a condition requiring medical or surgical care, for which the Member secures such care immediately after the onset (or as soon thereafter as care can be available, but in any case no later than twenty-four (24) hours after the onset). An Emergency shall include, but not be limited to, the following conditions (1) placing the health of the individual (or with respect to a pregnant woman, the health of the woman or her unborn child) in serious jeopardy; (2) serious impairment to bodily functions; (3) serious dysfunction of any bodily organ or part; or (4) with respect to a pregnant woman who is having contractions: a) that there is inadequate time to effect a safe transfer to another hospital before delivery, or b) that the transfer may pose a threat to the health or safety of the woman or the unborn child. COIPA and/or Plans may determine that other similarly acute conditions are Emergencies. The decision of whether a condition is an Emergency rests with the appropriate Plan and is subject to the procedures for post-treatment utilization review.

1.4 "Individual Service Agreement" or "Group Service Agreement" shall mean the agreement between a Plan and its Member or between the Plan and the Member's employer group, which defines terms and conditions of the Plan's obligation to provide, arrange for, and/or reimburse for medical care provided to the Member.

1.5 "Medically Indicated" shall mean a service or supply ordered by Associate which is necessary in order to treat or care for symptoms of an illness or injury, or to diagnose an illness or condition that is harmful to life or health, and which is commonly and customarily recognized throughout the Associate's profession as appropriate in the treatment. The decision whether a service or supply ordered by the Associate was Medically Indicated for the purpose of qualifying for payment rests with the Plan.

1.6 "Member" shall mean a Member of any Managed Care Plan with which COIPA has contracted.

1.7 "Participating Institution" shall mean a hospital or other health care institution which contracts with COIPA for the purpose of providing Covered Services to Members. Participating status shall be contingent upon COIPA's designation as such.

1.8 "Participating Physician" shall mean a licensed doctor of medicine or osteopathy who is a member of COIPA and has agreed to participate in the Plans with which COIPA contracts.

1.9 "Participating Provider" shall mean the Participating Physicians and Associate Members of COIPA who have agreed to provide Covered Services to Plan Members.

1.10 "Plan" shall mean any arrangement between COIPA and another party, such as an insurer, consumer or consumer's employer, Health Maintenance Organization, government or other similar entities, whose obligation it is to arrange for the provision of, or provide reimbursement for, health care services.

1.11 "Rules and Regulations" shall mean the Appraisal Process and such other matters as the Board of COIPA shall approve.

II. SERVICES

2.1 Associate agrees to provide or arrange for Members, those medical services which are Covered Services and which are within Associate's medical specialty as designated to COIPA on the Credentialing Application, and the signature page hereof.

2.2 Associate hereby agrees to accept and provide such Services for a reasonable number of Members, provided however that upon prior approval of the Plan, Associate may limit his/her practice to existing patients who are or become Members. In doing so, Associate must close his/her practice to all new members without preference to a particular health plan. Associate may, following written notice to COIPA, the affected Member and the appropriate Plan, withdraw from the treatment of a Member when, in Associate's professional judgment, it would be in the Member's best interest to do so. Associate agrees that such notice of withdrawal from a Member's care shall allow sufficient time, under the circumstances, for the Member's care to be transferred in a proper manner to another Participating Provider.

2.3 Associate agrees not to admit any Member to a hospital or other in-patient facility in a non-Emergency or elective situation without first obtaining the necessary authorization pursuant to the Plan's pre-admission certification procedure, if any.

2.4 Associate agrees that in accordance with the provisions, spirit and intent of this Agreement, and within the limits of his/her specialty, (A) not to discriminate in his/her provision of Covered Services to Members because of race, color, sexual orientation, age, health, handicap or membership in a contracting Plan, and (B) to render Covered Services to Members in the same manner, in accordance with the same standards, and within the same time availability as offered to his/her non-Plan patients.

2.5 Associate further agrees that, should he/she arrange with a non-Participating Provider to treat his/her Member-patients in his/her absence, it will be Associate's responsibility to ensure that such non-Participating Provider will comply with Associate's obligations hereunder, including but not limited to, (A) acceptance of the fee established by the Plan as full payment for Covered Services rendered to Associate's Member-patients; (B) acceptance of COIPA and the Plan's quality improvement and utilization review procedures; (C) agreement not to bill Members directly under any circumstances except for co-payments and non-Covered Services as defined in Individual and Group Service Agreements; and (D) obtaining authorization from the appropriate Plan prior to all non-Emergency hospitalizations.

2.6 In the event of illness or injury for which a third party has accepted financial responsibility or has been judged to be liable, the amount available for collection by Associate from the third party shall be applied to charges for medical care of a Member prior to accessing the resources of the Plan. If such third party liability eliminates any financial obligation of the Plan on a Member's behalf, the provisions of this Participating Associate Agreement do not apply to the situation. In the event the third party is not liable for the illness or injury of a Member or if recovery from the third party is less than the Plan's obligation to the Member in the absence of payment by a third party, Associate must comply with the Plan's rules governing the provision of Covered Services and the terms of this Agreement in order for the Plan to accept financial responsibility.

2.7 Associate shall pay all dues and assessments levied by the Board of COIPA when due. Failure to pay is grounds for termination.

III. COMPENSATION

3.1 Associate compensation for Covered Services provided shall be at the rates set forth and according to the COIPA/Plan contract.

3.2 Associate hereby agrees that in no event, including but not limited to non-payment by a Plan; insolvency of a Plan; or breach of this Agreement, shall Associate bill, charge, collect a deposit from, or have any recourse against a Member, enrollee or other persons acting on their behalf, other than the appropriate Plan, for Medically Indicated Covered Services provided pursuant to the Plan's Agreement. Associate acknowledges that payment is not likely in these circumstances. This provision shall not prohibit collection of supplemental charges or co-payments from a Member in accordance with the terms of the Group Service Agreement under which Member is enrolled.

3.2.1 This provision applies to Covered Services provided during a time period for which Member's premiums have been paid.

3.2.2 This provision shall be understood to be for the benefit of Members.

3.3 The Plan may require Members to pay a nominal fee or co-payment for certain Covered Services as set forth in the Member's Individual or Group Service Agreement with the Plan. Associate shall be responsible for the collection and Members shall be responsible for payment of such co-payments at the time the Covered Services are rendered. Such co-payments may be modified at any time by the Plan. Members may also be responsible to pay co-insurance amounts.

3.4 The Plan shall have no obligation to pay any amounts that, together with all other payments to, and contractual adjustments made by the Associate, exceed the amount payable by the Plan for the Covered Services rendered.

3.5 COIPA hereby is given the authority to enter into agreements with various Plans, among which one or more may require withholds. In such an event, COIPA has the authority to authorize the withholding of a percentage of each payment due to Associate to be set aside in risk pools or reserve funds, and Associate will be compensated at a set rate as specified by the Plan. COIPA shall require the Plans to agree that reserve funds will be used for utilization in excess of projected amounts or returned to Associate, if projections are met.

IV. BILLING PROCEDURES

4.1 Associate shall bill the Plan for all Covered Services rendered to Members. Associate shall receive compensation for Covered Services rendered according to the Plan, less any applicable co-payments regardless of whether such co-payments were actually collected.

4.2 Associate shall submit a HCFA 1500 claim form or electronic claim to the appropriate Plan for all Covered Services rendered to Members, which claim form shall show whether the applicable co-payment has been collected. Such claim form shall include statistical and descriptive medical, including all CPT, HCPC, ICD-9 coding, and patient data as specified by the Plan. Billings will be consistent with ethical and community standard billing practices. Such claim form shall be submitted to the Plan within 120 days of the date the associate provides such service for which he/she seeks reimbursement. Appeals of

payment or denial decisions must be made according to the guidelines, if any, in the Plan. Associate shall submit all claims within one year on the date the associate provides such service regardless of whether the claims will be reimbursed.

V. MEDICAL SERVICE AGREEMENTS PLAN(S)

5.1 COIPA intends to contract for the delivery of health care services through contracts with health maintenance organizations (HMO).. Associate shall be required to participate in "risk-sharing" agreements entered into by COIPA to the extent Associate's services are contemplated thereunder.

5.2 Associate shall individually elect whether to participate in any nonrisk PPO contract(s) offered to COIPA Participating Providers. Associate or Associate's representative shall be individually responsible for negotiating all fees and reimbursement(s) to be received under such nonrisk-sharing agreements. COIPA will only negotiate the non-reimbursement issues associated with nonrisk-sharing agreements. Associate is expressly prohibited from discussing with other Participating Providers, the fee structure, cost terms and service pricing as well as whether or not other Participating Providers have accepted or rejected the same or similar nonrisk-sharing contract.

5.3 Associate agrees to maintain the confidentiality of documents, terms and conditions relating to reimbursement or payment rates and methods and other proprietary information of contracting Plans. Associate agrees to return all copies of documents containing any Plan's proprietary information upon termination of this Agreement. This provision shall continue in effect notwithstanding termination of this Agreement.

VI. ASSOCIATE WARRANTIES/COMPLIANCE WITH RULES AND REGULATIONS

6.1 Associate states as a material term of this Agreement that he/she is now, and will remain as long as this Agreement remains in effect, (A) the holder of a currently valid license to practice as a nurse-practitioner, physician assistant or podiatrist in the State of Oregon and (B) where appropriate, a member in good standing on the medical staff of a hospital licensed in Oregon, if appropriate to their practice.

6.2 Associate shall cooperate with such programs of Associate initial and periodic appraisal as may be established by COIPA for Associate Members. Associate hereby consents and authorizes the release to COIPA or COIPA's designated agents, any utilization, peer review, NCQA or other information regarding Associate's health care practice (hereinafter "Credentialing Information"). To the extent ORS 41.675 applies to any Credentialing Information, and to the extent the privilege conferred thereunder extends to Associate, Associate hereby waives said privilege. To the extent a privilege conferred by ORS 41.675 is claimed by, or applies to any other individual(s) or entity with regard to any Credentialing Information, COIPA and its designated agents shall first obtain written consent to the release of said Credentialing Information by the holder(s) of the privilege before obtaining the Credentialing Information. Associate releases from liability COIPA and its designated agents, Plans and their employees and agents, Participating Providers, and any other person(s) or entities which furnish Credentialing Information to COIPA or its designated agents, for acts made in good faith and without malice in connection with this provision.

6.3 Associate shall be bound by the Bylaws of COIPA and its Rules and Regulations as they may be amended from time to time. If Associate violates any of the provisions of the Bylaws or Rules and Regulations, or any of the principals of professional conduct, or acts contrary to or in violation of any of the Plan's agreements, all contractual rights under this Agreement which pertain to Associate may terminate and all fees for Covered Services rendered to Members by Associate which accrue prior to such termination shall be paid within ten (10) days of the date of termination. Copies of the Bylaws and Rules and Regulations are available for examination by Associate upon request.

6.4 Whether implemented by COIPA and/or any Plan(s), Associate agrees to cooperate and participate in the following, as designated from time to time by COIPA and/or the appropriate Plan(s), and/or as required by state or federal regulations:

- a. Internal utilization review/management, quality improvement and customer service activities, systems and rules and regulations;
- b. External audit systems;
- c. Grievance system rules and regulations;
- d. Development of evaluation criteria for new medical technologies or new applications of established technologies (including medical procedures, drugs and devices);
- e. Credentialing processes including on-site visitation of Associate's place of practice by COIPA and/or Plan designee;
- f. Medical record organization and retention systems; and
- g. Such other systems, activities and procedures relating to Plan accreditation by the National Committee for Quality Assurance and any other accreditation organizations, as may be determined from time to time by COIPA and the Plans with which it contracts.
- h. Standards of Participation from each health plan which include such items as; payment rules, provider manual, and code of conduct.

Associate further agrees to comply with any final determinations made pursuant to any of the review processes noted above, as such determination(s) relate to his or her responsibilities under this Agreement.

VII. REFERRALS

7.1 Associate shall refer Members to other Participating Providers who have contracted with the Member's Plan; provided that such referrals are consistent with sound medical practice. Associate shall inform a Member that he or she may be responsible for payment of health care services provided by a non-Participating Provider to the extent such a referral is requested by the Member or deemed necessary by Associate. Prior documented authorization, except in an Emergency, from the Medical Director of the Plan must be obtained for referral to health care providers who are not Participating Providers if such referral is for the purpose of receiving Covered Services.

7.2 In cooperation with utilization/quality management, Associate shall participate in referral systems established by Plan(s) and reviewed by the COIPA Board, to facilitate appropriate referrals for Covered Services. The purpose of the referral system is to evaluate provider criteria to facilitate appropriate referrals to meet patient needs. Associate retains the right to exercise his/her professional judgement when making patient referrals. The procedures Associate shall follow when utilizing the referral system shall be set forth in the Rules and Regulations of COIPA.

VIII. RECORDS SHARING AND CONFIDENTIALITY

8.1 Associate shall participate in any systems established by COIPA or an appropriate Plan which will facilitate, to the extent feasible, the maximum sharing of records, subject to compliance by the Plan with state and/or federal law regarding confidentiality. Associate agrees to retain records in accordance with the minimum requirements of state and federal law (no less than 6 years). Such obligations continue despite the termination of this Agreement, whether by rescission or otherwise. COIPA shall have access at reasonable times upon demand, to the books, records, and papers of Associate relating to Covered Services provided to Members, the cost thereof, and any payments received by Associate from Members.

8.2 In the event of termination of this Agreement, Associate shall nonetheless make Member medical records available upon request of the appropriate Plan or Member for copying by such Plan or another Participating Provider.

8.3 Associate shall treat all medical records of Members as confidential, in compliance with all federal and state laws and regulations regarding the confidentiality of patient records.

8.4 Associate shall cooperate with COIPA and the Plans in maintaining and providing medical histories, financial, administrative and other records of Members as shall be requested. COIPA shall require Plans with which it contracts to obtain medical record releases from such Plans' Members. The Parties agree that such records shall maintain the confidential nature they had while in the possession of Associate.

8.5 Associate shall, upon reasonable request by COIPA or the Plan, and subject to proof of compliance with Section 6.2 hereof, provide access to and/or copies of records necessary to process claims and to comply with the provisions of the utilization and quality management program and records requests from state and federal regulatory agencies and review organizations. COIPA or the Plan will allow Associate a reasonable length of time within which to provide the requested documents. Whenever possible and convenient, the Plan will review records on-site to avoid the need for duplication of records by Associate. The Parties agree that such records shall maintain the same confidential nature they had while in the possession of Associate.

8.6 Associate agrees to maintain the confidentiality of documents, terms, and conditions relating to reimbursement rates and methods and other proprietary information of Plan. Associate agrees to return all copies of documents containing any of COIPA or the Plan's proprietary information upon termination of this Agreement. This provision shall continue in effect notwithstanding the termination of this Agreement.

IX. ACCESSIBILITY AND CONTINUITY OF CARE

Associate agrees to make prior arrangements for Participating Providers to provide coverage for Members on a twenty-four (24) hours a day, seven (7) day a week basis when Associate is unavailable to Members. The same terms and conditions as agreed to by Associate shall be in effect and primary coverage may not be through a hospital emergency room or urgent care center.

X. INSURANCE

Associate shall provide and maintain such policies of general and liability insurance or such other program of professional liability coverage, as may be customary and acceptable to COIPA to insure Associate against any claim or claims for damages arising by reason of personal injury or death occasioned directly in connection with the performance of, or the failure to perform, any service provided by Associate or his/her employees. The amounts and extent of such insurance coverage shall be subject to the approval of COIPA, which approval shall not be unreasonably withheld. Upon request by COIPA, Associate will provide COIPA with evidence of such coverage, including name of carrier, policy number, limits and expiration date. As a minimum, each Associate shall have professional liability coverage of \$1,000,000 per occurrence and \$3,000,000 aggregate. Associate shall provide COIPA with at least ten (10) days advance written notice of any modification to or termination of such coverage.

XI. ADMINISTRATION

11.1 Associate agrees that COIPA may use his/her name, address, phone number, type of practice and an indication of willingness to accept new patients through COIPA and/or a Plan, on a roster of Participating Providers. This roster may be inspected by and is intended for the use of enrolled Members, prospective members, Participating Providers and non-Participating Providers.

11.2 Associate agrees to cooperate in providing for effective implementation of the provisions of Members' Individual or Group Service Agreements relating to covered benefits or coordination of benefits and other third party claims.

11.3 Associate understands and agrees that any additional fees charged to Members are prohibited except for co-payments or for non-Covered Services. An "additional fee" shall mean any charge which is not previously approved by Plan.

XII. TERM AND TERMINATION

12.1 The term of this Agreement shall commence on the date of execution and be for a term of twelve (12) months only, with annual review by the Board of Directors of renewal of each Associate's right of participation for an additional twelve (12) month term.

12.2 This Agreement may be terminated at any time without cause, except to the extent provided in Section 13.2(b) of COIPA Bylaws.

12.3 At any time during the term hereof, this Agreement may be terminated by Associate by giving written notice at least sixty (60) days in advance of such termination. Upon such termination, the rights of Associate shall terminate with respect to Members or groups enrolled by appropriate Plans after COIPA receives such Associate's notice of termination; provided, however, this Agreement shall continue in effect with respect to Members or groups enrolled prior to COIPA's receipt of such notice for a maximum period of sixty (60) days from the date such notice is mailed. Subject to the conditions set forth in Section 3 of this Agreement, during said sixty (60) day period, such Associate shall be regularly paid for Covered Services rendered to enrolled Members per the then existing compensation schedule of the appropriate Plan.

12.4 Nothing herein shall be construed as limiting the right of COIPA to terminate this Agreement immediately where COIPA determines that the health, safety or welfare of a Member is jeopardized by continuation of the Agreement, or if Associate suffers limitation, revocation, termination or suspension of his/her professional license or hospital staff privileges (if applicable).

12.5 Associate shall provide sixty (60) days advance notice of termination when leaving the COIPA service area.

XIII. GENERAL PROVISIONS

13.1 Amendments. This Agreement may be amended by COIPA upon giving thirty (30) days' prior written notice to Associate by first class, registered or certified mail of such proposed amendment. The continued participation in the program by the Associate without objection after the thirty (30) day period shall constitute Associate's approval of such amendment. In the event Associate objects to such amendment, COIPA may, at its option, continue the Agreement unamended or terminate the Agreement sixty (60) days from the date written receipt of objection is received from Associate. During said sixty (60) day period, the terms and conditions of the Agreement as originally agreed to by the Parties, including all terms and conditions of compensation, shall continue to be in effect. Termination of the Agreement under this provision of the contract shall be treated as a "voluntary termination" by Associate.

13.2 Waiver. The waiver by either Party of a breach or violation of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach thereof.

13.3 Governing Law. This Agreement shall be governed in all respects by the applicable laws of Oregon and applicable federal law. In the event any term, condition or provision hereof becomes void as a matter of law or is deemed invalid by a court of competent jurisdiction, any and all other terms or provisions hereof shall remain valid and in force.

13.4 Nonassignability. This Agreement, being intended to secure the services of Associate, shall not be assigned, delegated, or transferred in any manner inconsistent with this Agreement without the written consent of COIPA.

13.5 Notices. Any notice required to be given pursuant to the terms and provisions hereof shall be in writing and shall be sent, postage prepaid, to COIPA or Associate at their respective places of business as designated on the signature page hereof and thereafter as designated from time to time by the Parties.

13.6 Gender Neutrality. All terms and conditions of this Agreement shall be understood to be gender neutral.

13.7 Independent Parties. None of the provisions of this Agreement are intended to create nor shall be deemed or construed to create any relationship between the Parties hereto other than that of independent contractors, solely for the purpose of effecting the provisions of the Agreement. None of the Parties hereto, nor any of their respective Officers, Directors, agents or employees, shall act as nor be construed to be the agent, partner, employee or representative of the other Party.

13.8 Attorney's Fees. In the event suit or legal action is instituted by any Party hereto seeking interpretation of the terms hereof or alleging a breach of this Agreement, the prevailing Party shall be entitled to all costs and attorney's fees incurred at trial or upon any appeal therefrom.

13.9 Entire Agreement. This Agreement contains all of the terms and conditions agreed upon by the Parties hereto regarding the subject matter of this Agreement. Any prior agreements, promises, negotiations or representations of or between the Parties, either oral or written, relating to the subject matter of this Agreement, which are not expressly set forth in this Agreement and any attachments hereto, are null and void and of no further force or effect.

13.10 Retroactive Reimbursement. To the extent ORS 743.803 applies to this Agreement, Provider agrees to waive the right to seek retroactive reimbursement for any treatment or services rendered to an Enrollee by Provider prior to his or her credentialing and membership approval by IPA. In the event Provider is prevented by law from waiving such right, he or she shall accept the amount of one dollar (\$1.00) as full and complete consideration for all treatment or services rendered before Provider was credentialed and approved for membership by IPA.

IN WITNESS WHEREOF, the undersigned have executed this Agreement to be effective as of the date and year first above written.

ASSOCIATE

BY: _____
(Signature)

(Print Name)

(Address)

(Area of Practice/Specialty)

CENTRAL OREGON INDEPENDENT
PRACTICE ASSOCIATION

BY:  _____
(Signature)

(Print Name)

963 SW Simpson Ave Ste 120

Bend, OR 97702-3487
(Address)

