

## PROFESSIONAL SERVICES AGREEMENT

MID-VALLEY BEHAVIORAL CARE NETWORK

And

«LEGAL\_NAME»

MID-VALLEY BEHAVIORAL CARE NETWORK, an Oregon Revised Statutes (ORS) Chapter 190 intergovernmental organization, hereinafter called MVBCN, enters into this Agreement with «LEGAL\_NAME», a «Type» in the State of Oregon, hereinafter called CONTRACTOR.

### RECITALS

WHEREAS, the entity known as Willamette Valley Community Health, LLC, (WVCH) is a Coordinated Care Organization (CCO) created in furtherance of the 2011 Oregon Integrated and Coordinated Health Care Delivery System Act; and

WHEREAS, WVCH is contracted by the State of Oregon as a CCO for the Service Area consisting of Marion and Polk Counties; and

WHEREAS, MVBCN is subcontracted by WVCH to arrange for the provision of, manage and pay for mental health services for individuals enrolled with WVCH; and

WHEREAS, CONTRACTOR is a provider of mental health services and is duly authorized to provide Medicaid mental health services to individuals in the State of Oregon in accordance with all applicable laws, rules and regulations, and desires to provide services as a Participating Provider to individuals enrolled with WVCH; and

NOW THEREFORE, MVBCN and CONTRACTOR enter into this Agreement to specify the terms and conditions of CONTRACTOR's provision of mental health services as a Participating Provider to individuals enrolled with WVCH.

### AGREEMENT

1. **CONTRACT WITH WVCH:** This Agreement shall be effective only if a contract is executed between WVCH and MVBCN that authorizes MVBCN to contract with providers of mental health services to serve individuals enrolled with WVCH for the period covered by this Agreement. The terms and conditions of that contract between WVCH and MVBCN, and all amendments thereto, are hereby incorporated into this Agreement by this reference. Any ambiguity in the application or exercise of the contract between WVCH and MVBCN to CONTRACTOR shall be resolved in favor of a meaning that permits MVBCN to comply with the contract. The contract between WVCH and MVBCN is provided to CONTRACTOR as Attachment A: Provider Services Agreement between WVCH and MVBCN.

2. TERM OF CONTRACT: This Agreement is effective for «StartDate», through December 31, 2017, when signed by both parties, regardless of the date of signature.
3. DEFINITIONS: Particular terms used in this Agreement when capitalized or when designated by quotation marks shall be defined in the following order of precedence, in descending order of priority:
  - a) Express definition in this Agreement, when provided;
  - b) Express definition in the Provider Services Agreement between WVCH and MVBCN, when provided;
  - c) According to Exhibit A of the CCO contract between the State of Oregon and WVCH.
4. SERVICES TO BE PROVIDED: CONTRACTOR shall provide outpatient mental health services to individuals enrolled with WVCH as described in Attachment B: 2017 Services Provided by Participating Provider. In this Agreement, “an individual enrolled with WVCH” is also referred to as a WVCH Member or Member.
5. PAYMENT: CONTRACTOR shall be paid according to the procedures and rates described in Attachment C: 2017 Payment Procedures for Participating Provider. Payment shall be made only for services authorized by MVBCN. The maximum amount allowable under this Agreement is «MaxAllowed».
6. ADDITIONAL SERVICES AND PAYMENT: If MVBCN and CONTRACTOR agree for CONTRACTOR to provide services to WVCH Members in addition to those referenced in Section 4 of this Agreement, the parties shall amend this Agreement by the attachment of a description of the additional services to be provided, relevant performance and data reporting requirements, term for services, and payment rates.
7. ASSIGNMENT, SUBCONTRACTING AND SUCCESSORS IN INTEREST: CONTRACTOR shall not assign, subcontract or transfer any interest in or duty under this Agreement without the written consent of MVBCN. Written consent shall be obtained from MVBCN at least sixty (60) days in advance of assignment, subcontract or transfer, unless the parties agree in writing to a different timeframe. Any such assignment, subcontract or transfer, if approved, is subject to such conditions and provisions as MVBCN may deem necessary, including but not limited to those necessary for MVBCN to comply with the contract between WVCH and MVBCN. No approval by MVBCN of any assignment, subcontract or transfer shall be deemed to create any obligation of MVBCN in addition to those set forth in the Agreement. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties, their respective successors and permitted assigns.
8. STATUS OF PARTIES: The parties intend that CONTRACTOR and MVBCN, in performing the services specified in this Agreement, shall each act as an independent contractor and shall have the control of the work and the manner in which it is performed. CONTRACTOR is not to be considered an agent or employee of MVBCN and is not entitled to participate in any pension plan, insurance, bonus, or similar benefits MVBCN provides its employees. MVBCN is not to be considered an agent or employee of the CONTRACTOR

and is not entitled to participate in any pension plan, insurance, bonus, or similar benefits CONTRACTOR provides its employees.

CONTRACTOR shall not be eligible for any federal social security, state worker's compensation, unemployment insurance, or Public Employees Retirement System benefits from payment from MVBCN under this Agreement.

MVBCN shall report the total amount of all payments to CONTRACTOR, including any expenses, in accordance with federal Internal Revenue Service and State of Oregon Department of Revenue regulations. CONTRACTOR shall be responsible for any federal or state taxes applicable to amounts paid under this Agreement.

9. INDEMNIFICATION: CONTRACTOR warrants that all of its work shall be performed in accordance with generally accepted professional practices and standards as well as the requirements of applicable federal, state, and local laws, it being understood that acceptance of CONTRACTOR's work by MVBCN shall not operate as a waiver or release.

CONTRACTOR agrees to indemnify, defend and hold MVBCN, its agents, officers, and employees harmless and defend all damages, losses and expenses including but not limited to attorney fees and to defend all claims, proceedings, lawsuits, and judgments arising out of or resulting from the CONTRACTOR's performance of or failure to perform this Agreement.

In accordance with the Oregon Tort Claims Act and the Oregon Constitution, MVBCN agrees to indemnify, defend and hold CONTRACTOR, its agents, officers, and employees harmless and defend all damages, losses and expenses including but not limited to attorney fees and to defend all claims, proceedings, lawsuits, and judgments arising out of or resulting from MVBCN's performance of or failure to perform this Agreement, subject to the limits of the Oregon Tort Claims Act.

10. INSURANCE: CONTRACTOR shall maintain insurance as specified in Attachment D: 2017 Insurance Requirements.

11. By execution of this Agreement, CONTRACTOR certifies under penalty of perjury that:
- a) To the best of CONTRACTOR's knowledge, CONTRACTOR is not in violation of any tax laws described in ORS 305.380(4); and
  - b) CONTRACTOR has not discriminated against and will not discriminate against a minority, women or emerging small business enterprise certified under ORS 200.055 or a business enterprise that is owned or controlled by or that employs a disabled veteran, as defined in ORS 408.225, in obtaining any required subcontracts.

12. NONDISCRIMINATION: CONTRACTOR and MVBCN shall comply with all applicable federal, state, and local laws, rules, and regulations on nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, or disability.

CONTRACTOR and MVBCN shall comply with the Americans with Disabilities Act of 1990 (Pub. Law No. 101-336), ORS 30.670 to ORS 30.685, ORS 659.425, ORS 659.430, and all regulations and administrative rules established pursuant to those laws, in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services, training, educational or otherwise, conducted by CONTRACTOR or MVBCN.

13. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT: CONTRACTOR is a "Covered Entity" for the purposes of the provisions of the Health Insurance Portability and Accountability Act (HIPAA), Title II, Subtitle F, Administrative Simplification, and the federal regulations implementing the Act. CONTRACTOR shall develop and implement such policies and procedures for maintaining the privacy and security of records and authorizing the use and disclosure of records consistent with HIPAA and/or other federal, state, and local laws, rules and regulations applicable to the work performed under this Agreement between MVBCN and CONTRACTOR.
14. ADMINISTRATIVE RULES AND APPLICABLE LAW: CONTRACTOR shall comply with all federal, state, and local laws, rules and regulations applicable to the work performed under this Agreement, including, but not limited to, all applicable federal and state civil rights and rehabilitation statutes, rules, and regulations. Without limiting the generality of the foregoing sentence, CONTRACTOR shall comply with all duly promulgated Oregon Health Authority (OHA) Administrative Rules (OAR) in Chapter 309, made applicable by this Agreement, and applicable OHA Rules in OAR Chapter 410 whether in effect at the time this Agreement is signed or adopted or amended during the term of this Agreement. This includes those Rules pertaining to the provision of CCO care and services, OAR Chapter 410, Division 141.
15. CONTRACTOR's employees, Board members, independent contractors, and subcontractors must not be excluded from participation in federal health care programs (Medicaid, Medicare and other federally-funded programs that provide health benefits); and must not be excluded from participation in federal procurement (Federal Acquisition Regulation) and non-procurement activities (Executive Order No. 12549).
16. METHOD AND PLACE OF GIVING NOTICE: All notices may be given by personal delivery or by mail. Notices sent by mail should be addressed to the persons at the addresses identified on the signature page of this Agreement. Notices shall be given by mail with return receipt and shall be considered given as of the date noted on the return receipt. Changes may be made in the names and addresses of the person to whom notices and payments are to be given by giving notice pursuant to this paragraph.
17. MERGER: This writing is intended both as the final expression of the Agreement between the parties with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement. No modification of this Agreement shall be effective unless and until it is made in writing and signed by both parties.

## 18. REMEDIES SHORT OF TERMINATION:

- a) If CONTRACTOR fails to perform any of its obligations under this Agreement, within the time and in the manner provided, or otherwise violates any of the terms of this Agreement or applicable federal, state, and local statutes and rules, MVBCN may, at its option, pursue any or all of the remedies short of termination available to it under this Agreement and at law or equity including, but not limited to:
  - i. Requiring CONTRACTOR to implement a corrective plan acceptable to MVBCN; and/or
  - ii. Prohibiting CONTRACTOR from accepting additional WVCH Members into its care; and/or
  - iii. Withholding some or all payments due to CONTRACTOR under this Agreement; and/or
  - iv. Issuing a stop work order for some or all services performed by CONTRACTOR under this Agreement.
- b) Upon cure of CONTRACTOR's breach to the satisfaction of MVBCN, payments to and/or services by CONTRACTOR shall resume.
- c) MVBCN shall not be liable for losses incurred by CONTRACTOR directly or indirectly related to MVBCN's exercise of its option to pursue remedies short of termination.
- d) MVBCN shall not be obligated to pursue remedies short of termination and may, at its discretion, pursue contract termination in accordance with Section 19 of the Agreement.

## 19. TERMINATION:

- a) *MVBCN's Right to Terminate at Its Discretion:* At its sole discretion, MVBCN may terminate this Agreement immediately upon written notice to CONTRACTOR if there is a threat to the health, safety or welfare of any WVCH Member under its care. Notice of termination shall be deemed given when sent by certified mail, return receipt requested.
- b) *MVBCN's Right to Terminate Due to WVCH-MVBCN Contract Termination or Non-Renewal:* The prerequisite to this Agreement is the existence of the contract between WVCH, which is a CCO contracted by OHA, and MVBCN. If the contract between WVCH and MVBCN is terminated or not renewed, then this Agreement between MVBCN and CONTRACTOR may be terminated and without penalty to MVBCN. The effective date of termination pursuant to this subsection shall be the same as the effective date of termination of the contract between WVCH and MVBCN, unless otherwise communicated in writing by MVBCN to CONTRACTOR. Notice of termination shall be deemed given when sent by certified mail, return receipt requested.
- c) *MVBCN's Right to Terminate Due to MVBCN Non-Appropriation:* If the MVBCN Board of Directors fails to appropriate funds for this Agreement during or for any fiscal period, this Agreement is terminated without penalty to MVBCN. The effective date of termination pursuant to this subsection shall be the commencement date of the fiscal period for which funds are not appropriated, unless otherwise communicated in writing by MVBCN to CONTRACTOR. Notice of termination shall be deemed given when sent by certified mail, return receipt requested.
- d) *MVBCN's Right to Terminate for Cause:* MVBCN may recommend termination of this Agreement for cause:

- i. If CONTRACTOR fails to perform any of its obligations under this Agreement, within the time and in the manner provided, or otherwise violates any of the terms of this Agreement or applicable federal, state, and local statutes and rules; or
  - ii. If CONTRACTOR institutes or has instituted against it insolvency, receivership or bankruptcy proceedings, makes an assignment for the benefit of creditors, or ceases doing business on a regular basis.
  - iii. Recommendation for contract termination pursuant to this subsection must be approved by the MVBCN Board of Directors. This Agreement shall then terminate thirty (30) days, unless otherwise specified by the Board, from the date of the Board's acceptance of the recommendation for contract termination.
- e) *Contractor's Right to Terminate for Cause:* If MVBCN fails to perform any of its obligations under this Agreement, within the time and in the manner provided, or otherwise violates any of the terms of this Agreement or applicable federal, state, and local statutes and rules, CONTRACTOR shall provide an opportunity for MVBCN to cure the breach within ten (10) business days, unless otherwise specified by CONTRACTOR. If CONTRACTOR determines that MVBCN's efforts to cure the breach within this timeframe are insufficient or ineffective, CONTRACTOR may terminate this Agreement with thirty (30) days written notice. Notice of termination pursuant to this Section shall be made by certified mail, return receipt requested.
- f) *Termination by Mutual Consent:* Either party may suggest termination of this Agreement by giving the other party ninety (90) days written notice, unless otherwise agreed by both parties. Such written notice shall be deemed given when sent by certified mail, return receipt requested. The other party must agree in writing.

20. RIGHTS AND OBLIGATIONS FOLLOWING TERMINATION OR EXPIRATION:

- a) CONTRACTOR shall be entitled to receive full payment for all services satisfactorily rendered to the date of termination or expiration, as described in Attachments B and C.
- b) Upon termination or expiration, MVBCN has a right to full disclosure of CONTRACTOR's records required by this Agreement. CONTRACTOR shall promptly provide such disclosure to MVBCN upon demand.
- c) The rights and obligations of MVBCN and CONTRACTOR arising under the following sections of this Agreement shall survive the termination or expiration of this Agreement: Section 24 – Dispute Resolution and Attachment D: Insurance Requirements.
- d) In the event of contract termination or expiration, CONTRACTOR shall ensure:
  - i. Orderly and reasonable transfer of WVCH Member care in progress; and
  - ii. Timely submission of information, reports and records, including Valid Claims and Encounter Data, required to be provided to MVBCN during the term of this Agreement.

21. AMENDMENT: CONTRACTOR shall comply with the requirements of any and all amendments executed between WVCH and MVBCN to the extent applicable to this Agreement. The effective date of any such amendment between WVCH and MVBCN shall also apply to CONTRACTOR, unless otherwise specified in any resulting amendment to this Agreement. Any ambiguity in the applicability of such WVCH amendments to CONTRACTOR shall be resolved in favor of a meaning that permits MVBCN to comply

with the contract between WVCH and MVBCN. The consequence of CONTRACTOR's failure to comply with this section shall be recommendation for termination of this Agreement for cause.

22. CONFLICT OF INTEREST: CONTRACTOR covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services. CONTRACTOR further covenants that in the performance of this Agreement no person having any such interest shall be employed.

23. ACCESS TO AND MAINTENANCE OF RECORDS AND INFORMATION:

- a) CONTRACTOR shall maintain financial, medical, and other records pertinent to this Agreement. All records shall be maintained pursuant to generally accepted accounting standards and other records shall be maintained to the extent necessary to clearly reflect actions taken. All records shall be maintained for a minimum of seven (7) years after final payment is made under this contract, or any subcontract, and all pending matters are closed. If any audit, litigation, or other action involving the records is started before the end of the seven (7) year period, the records must be retained until all issues arising out of the action are resolved or until the end of the seven (7) year period, whichever is later. Retention of medical records is covered in OAR 410-141-0180, Medical Recordkeeping.
- b) All records which are directly pertinent to this Agreement, relating to medical services, cost, performance, compliance, quality of services and timeliness of services, shall be made available to WVCH, WVP Health Authority, the Oregon Health Authority, the Centers for Medicare and Medicaid Services (CMS), the Comptroller General of the United States, the Oregon Secretary of State, and all their duly authorized representatives. Representatives shall have access to documents, papers, and records of CONTRACTOR which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts, and transcripts. CONTRACTOR and its subcontractors, if any, shall, upon request and without charge, provide a suitable work area and copying capabilities to facilitate such a review or audit.

24. DISPUTE RESOLUTION: Any and all disputes between the parties hereto shall be resolved in binding arbitration as set forth hereafter. The parties acknowledge that mediation usually helps parties to resolve disputes that have arisen regarding contract interpretation and administration. Therefore before proceeding to arbitration, the parties agree to mediate their differences. In the event mediation is unsuccessful, the parties agree to submit the dispute to Arbitration Service of Portland, Inc. for final and binding arbitration pursuant to its then existing rules. All costs of arbitration shall be shared equally between the parties hereto, and such costs may be awarded to either party by the arbitrator as a part of the award. The arbitrator shall also require the party not prevailing to pay the prevailing party's attorney fees, costs and disbursements. Any award entered pursuant to this Section shall be reduced to the form of a judgment and may be entered in the judgment docket or registry of Marion County Circuit Court.

25. VENUE, JURISDICTION AND APPLICABLE LAW: The venue for any action arising out of or relating to this Agreement shall be in Marion County, Oregon. Any court action arising

out of or relating to this Agreement shall be filed in the Circuit Court of Marion County, Oregon. The applicable laws for any action arising out of or relating to this Agreement shall be the laws of the State of Oregon. CONTRACTOR specifically agrees to abide by the provisions of ORS 279, incorporated by this reference.

26. MVBCN shall not be obligated to pay any amount greater than that stated above.

27. Modifications or amendments to this Agreement shall be in writing and executed by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed, either as individuals or by their officers, thereunto duly authorized.

SIGNATURES

«LEGAL\_NAME»

MID-VALLEY BEHAVIORAL CARE NETWORK

\_\_\_\_\_  
Authorized Representative                      Date                      Craig Pope                      Date  
Chair, Board of Directors

\_\_\_\_\_  
Printed name and title                      2965 Ryan Drive SE, Suite150  
Salem, Oregon 97301

\_\_\_\_\_  
Approved as to form:

\_\_\_\_\_  
Address

\_\_\_\_\_  
Federal tax identification number                      Wallace W. Lien                      Date  
MVBCN Legal Counsel



ATTACHMENT A  
PROVIDER SERVICES AGREEMENT BETWEEN WVCH AND MVBCN

SAMPLE

ATTACHMENT B  
2017 SERVICES PROVIDED BY PARTICIPATING PROVIDER

1. CONTRACTOR shall provide outpatient mental health services to Oregon Health Plan (OHP) members enrolled with WVCH whose OHP benefit package includes mental health services. CONTRACTOR must verify the individual's enrollment as a WVCH Member with mental health benefits. Services must be OHP Covered Services and must be Medically Necessary.
2. CONTRACTOR shall provide services under this Agreement consistent with its certification by the Oregon Health Authority's Addictions and Mental Health Division (OHA-AMHD) and/or its license by a State of Oregon licensing board, as either or both may be applicable to CONTRACTOR; the application or proposal that resulted in MVBCN's award of this Participating Provider contract to CONTRACTOR; changes to CONTRACTOR's application or proposal subsequent to the original contract award that have been accepted by MVBCN; the Provider Services Agreement between WVCH and MVBCN; and the CCO contract between the State of Oregon and WVCH.
3. a) CONTRACTOR shall make its best efforts to maintain capacity in calendar year 2017 to provide outpatient mental health services to the total number of WVCH Members listed in the table below.

<i>WVCH Members by age group</i>	<i>Projected annual capacity</i>
Services for children age 0-5	
Services for youth age 6-21	
Services for adults age 22-64	
Services for older adults age 65 and over	
<b>TOTAL ANNUAL PROJECTED CAPACITY</b>	

- b) CONTRACTOR shall notify MVBCN within thirty (30) calendar days of any change that increases or decreases its ability to maintain the above total projected annual service capacity by ten percent (10%) or more.
4. CONTRACTOR agrees to the following requirements associated with its status as a Participating Provider for outpatient mental health services:
  - a) CONTRACTOR shall operate an office within the geographic boundaries of Marion and/or Polk Counties where outpatient mental health services are provided to WVCH Members.
  - b) CONTRACTOR shall meet all applicable requirements of the Provider Services Agreement between WVCH and MVBCN, the CCO contract between the State of Oregon and WVCH, and Oregon Administrative Rules (OARs) and Oregon Revised Statutes (ORSs).
  - c) CONTRACTOR acknowledges that OAR 410-141-3220 requires CCO Members with "routine" mental health needs to be seen for an intake assessment within fourteen (14) calendar days from the date of request. "Routine" means that the Member's situation does

not require Urgent or Emergency Services. As a Participating Provider for outpatient mental health services, CONTRACTOR is required to meet this timeliness of care standard for routine services. CONTRACTOR acknowledges that MVBCN is required by WVCH to monitor the performance of its Participating Providers in meeting this requirement and to take action if this standard is not met. In the event that CONTRACTOR cannot meet this standard, CONTRACTOR shall follow MVBCN's policy and procedure pertaining to access to outpatient mental health services that describes CONTRACTOR's obligation to facilitate placement of a WVCH Member with another Participating Provider.

- i. CONTRACTOR shall be in compliance with the requirement to offer an appointment for routine services within 14 days if the Member or the Member's Representative is offered an appointment by CONTRACTOR with a qualified clinician within 14 days but chooses to accept a later date as a matter of personal choice.
  - d) CONTRACTOR shall follow MVBCN's policy and procedure pertaining to coordination of care with primary care providers and other medical providers.
  - e) CONTRACTOR shall provide for any WVCH Member under its care an initial crisis assessment by telephone during and outside of CONTRACTOR's business hours, and shall partner with the mental health crisis systems in the WVCH Service Area to ensure appropriate telephone response for WVCH Members under its care who need emergent care.
  - f) CONTRACTOR shall provide care management, peer support, and/or problem-solving assistance prior to discharging any WVCH Member under its care who is unable to attend all scheduled appointments.
  - g) CONTRACTOR shall ensure participation by appropriate clinical staff in team meetings with other MVBCN system partners regarding WVCH Members under its care. These team meetings include but are not limited to Child and Family Team meetings for children receiving wraparound services and interdisciplinary team meetings with WVCH partners for high-needs Members.
  - h) CONTRACTOR shall actively participate in MVBCN activities, workgroups, and quality improvement initiatives, and shall adhere to MVBCN policies, procedures and practice guidelines.
  - i) CONTRACTOR shall submit information required as part of MVBCN's utilization management structure and shall participate in all Utilization Review processes.
  - j) CONTRACTOR shall follow MVBCN's Ethics and Compliance Program, including fraud, waste and abuse reporting.
5. CONTRACTOR acknowledges the requirement, as authorized by ORS 414.679 and by Senate Bill 1580 (2012), to share information about WVCH Members under its care for outpatient mental health services without authorization by the Member or the Member's Representative with WVCH, MVBCN, other Participating Providers contracted by MVBCN to serve WVCH Members, and other healthcare providers that are part of WVCH's provider network. Information-sharing between these parties is for treatment, payment, and/or healthcare operations purposes. This mandate does not override federal protections for drug and alcohol records found in 42 CFR Part 2 or for educational records. This information-sharing extends to the third party administrator (TPA) designated by WVCH that performs a variety of healthcare operations and payment functions on behalf of WVCH and MVBCN.

ATTACHMENT C  
2017 PAYMENT PROCEDURES FOR PARTICIPATING PROVIDER

1. CONTRACTOR shall be paid for outpatient mental health services identified in Attachment B according to the reimbursement schedule in Attachment C-1. CONTRACTOR shall utilize the procedure codes listed in the reimbursement schedule. MVBCN may periodically revise the reimbursement schedule to add, remove or correct procedure codes, modifiers, permissible staff, procedure descriptions, etc.; such revisions do not require execution of a contract amendment.
2. CONTRACTOR may provide some services under this Agreement by telephone; the specific services are identified in Attachment C-1. CONTRACTOR is not required to provide services by telephone. CONTRACTOR shall ensure that services provided by telephone comply with all applicable OARs, including but not limited to OARs 410-130-0610 and 410-172-0850 pertaining to telemedicine. Each claim for a service provided by telephone must include the modifier "GT". Services provided by telephone are paid at in-clinic rates.
3. CONTRACTOR shall submit claims for payment for outpatient mental health services identified in Attachment B to the third party administrator designated by WVCH. Claims shall be in the media and format/s required by WVCH pursuant to the CCO contract between the State of Oregon and MVBCN and in compliance with all applicable federal, state and WVCH requirements related to claims, including the National Correct Coding Initiative and ICD-10. CONTRACTOR shall follow the instructions in the WVCH provider manual pertaining to provider billing and claims payment.
  - a) CONTRACTOR shall use best efforts to submit this information using the CMS 1500 claim form or electronic equivalent to the TPA within sixty (60) calendar days from the date that the services were delivered. Such claims shall include all information that is required to adjudicate the claim. Paper claims shall be submitted to: WVCH, P.O. Box 5550, Salem, Oregon 97304. CONTRACTOR shall coordinate with the TPA regarding submission of electronic claims.
  - b) CONTRACTOR shall submit claims within one hundred twenty (120) calendar days from the date of health care service delivery. Payment may be denied for claims submitted later than 120 days except for in the following cases where claims must be submitted within 365 days:
    - i. Pregnancy;
    - ii. Eligibility issues such as retroactive deletions or retroactive enrollments;
    - iii. Medicare is the primary payer, except where MVBCN is responsible for the Medicare reimbursement;
    - iv. Other cases that could have delayed the initial billing to MVBCN, which does not include CONTRACTOR's failure to certify the Member's eligibility; or
    - v. Third Party Liability (TPL).
      - A. Pursuant to 42 CFR 136.61, Subpart G: Indian Health Services and the amended Public Law 93-638 under the Memorandum of Agreement that Indian Health Service and 638 Tribal Facilities are the payers of last resort and are not considered an alternative liability or TPL.

4. CONTRACTOR shall ensure that charges reported in all claims for outpatient mental health services identified in Attachment B are CONTRACTOR's usual and customary fees. CONTRACTOR shall update its schedule of usual and customary fees at least once per year based on a current analysis of service costs.
5. CONTRACTOR shall in no event, including but not limited to non-payment due to WVCH and/or MVBCN insolvency or breach of this Agreement, bill, charge, collect deposit from, seek compensation, remuneration or reimbursement from, or have recourse against any party or person other than MVBCN for services provided under this Agreement.
6. CONTRACTOR shall not collect co-payments from WVCH Members for outpatient mental health services identified in Attachment B, consistent with MVBCN policy.
7. CONTRACTOR is responsible for requesting access by its employees and/or subcontractors, as appropriate for their responsibilities, to electronic data systems and resources containing information about WVCH Members that are managed by WVCH, MVBCN, or the TPA. Further, CONTRACTOR shall ensure that access by any employee and/or subcontractor to these data systems and resources is removed or deactivated upon termination of the employment or subcontracting relationship with CONTRACTOR, or upon a change in the employee's or subcontractor's responsibilities to CONTRACTOR that makes such access unnecessary. CONTRACTOR is responsible for promptly notifying MVBCN or its designee about necessary changes to any user's access to these data systems and resources.
8. CONTRACTOR shall provide all information about its practitioners that is required by the TPA and MVBCN to process claims and to evaluate services. CONTRACTOR is responsible for ensuring that its practitioner information is current and accurate.
9. If CONTRACTOR is required to use the Measures and Outcome Tracking System (MOTS) maintained by OHA-AMHD, then CONTRACTOR shall ensure accurate, timely and complete entry of required data for WVCH Members under its care in the MOTS.

ATTACHMENT D  
2017 INSURANCE REQUIREMENTS

1. CONTRACTOR shall: i) obtain insurance specified under “Workers’ Compensation”, “Professional Liability”, “Commercial General Liability” and “Automobile Liability” and meeting the requirements under “Additional Insured”, “Notice of Cancellation or Change”, “Proof of Insurance” and “Tail Coverage” before CONTRACTOR performs any work under this Agreement, and ii) maintain the insurance in full force throughout the duration of this Agreement. CONTRACTOR may self-insure for any of the insurance types specified in Section 1(a-f) of this Attachment. If CONTRACTOR does not self-insure, then the insurance must be provided by insurance companies that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to the Oregon Health Authority (OHA) and MVBCN.
  - a. *Workers’ Compensation.* Insurance in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers’ compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Employers Liability insurance with coverage limits of not less than \$500,000 must be included.
  - b. *Professional Liability.* Covers any damages caused by an error, omission or any negligent acts related to the services to be provided by CONTRACTOR under this Agreement. Coverage shall be written in amounts with a combined single limit per accident or occurrence of not less than \$1,500,000 and an annual aggregate limit for all claims of not less than \$3,000,000.
    - i) If CONTRACTOR is contracted directly by WVCH for the period covered by this Agreement, then the combined single limit per accident or occurrence shall be not less than \$1,000,000.
  - c. *Commercial General Liability.* Covers bodily injury, death and property damage in a form and with coverages that are satisfactory to OHA and MVBCN. This insurance shall include personal injury liability, products liability and completed operations. Coverage shall be written in amounts with a combined single limit per accident or occurrence of not less than \$1,500,000 and an annual aggregate limit for all claims of not less than \$3,000,000.
    - i) If CONTRACTOR is contracted directly by WVCH for the period covered by this Agreement, then the combined single limit per accident or occurrence shall be not less than \$1,000,000.
  - d. *Automobile Liability.* If the provision of any services or performance of any activities pursuant to this Agreement involves the use of vehicles owned, hired or operated by CONTRACTOR, then CONTRACTOR shall maintain Automobile Liability insurance. Covers all owned, non-owned and hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance, with separate limits for Commercial General Liability and Automobile Liability. Automobile Liability insurance shall be written in amounts not less than: \$1,000,000 combined single limit - or - \$500,000 per person for bodily injury, \$1,000,000 per occurrence for bodily injury and \$500,000 per occurrence for property damage.

- e. *Umbrella / Excess Liability.* CONTRACTOR may utilize umbrella / excess liability insurance to meet the required liability limits for Professional Liability, Commercial General Liability and/or Automobile Liability. CONTRACTOR shall ensure that the per occurrence and aggregate limits of this insurance are sufficient to meet the separate per occurrence and aggregate limits for each type of insurance to which the policy applies.
  - f. *Additional Insured.* The Commercial General Liability, Automobile Liability and Umbrella/Excess Liability insurance policies must include the State of Oregon, WVCH, and MVBCN, their respective officers, employees and agents as Additional Insureds but only with respect to CONTRACTOR's activities to be performed under this Agreement. Coverage must be primary and noncontributory with any other insurance.
  - g. *Notice of Cancellation or Change.* CONTRACTOR or its insurer shall provide 30 days' written notice to MVBCN before cancellation of material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).
  - h. *Proof of Insurance.* CONTRACTOR shall provide to MVBCN a certificate(s) of insurance for all required insurance before CONTRACTOR performs any services required under this Agreement. The certificate(s) or an attached endorsement must specify: i) all entities and individuals who are endorsed on the policy as Additional Insureds, and ii) for insurance on a "claims made" basis, the extended reporting period applicable to "tail" or continuous "claims made" coverage.
  - i. *"Tail" Coverage.* If any of the required liability insurance policies, such as professional liability insurance, is written on a "claims made" basis, CONTRACTOR shall maintain either "tail" coverage or continuous "claims made" liability coverage for a minimum of 24 months following the later of (i) CONTRACTOR's completion and MVBCN's acceptance of all Services required under the Agreement, or, (ii) the expiration of all warranty periods provided under the Agreement. The effective date of any continuous "claim made" coverage shall be on or before the effective of the Agreement. If CONTRACTOR elects to maintain "tail" coverage and the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then CONTRACTOR may request to MVBCN, and MVBCN shall in turn request to OHA, and OHA may in writing approve CONTRACTOR's maintenance of the maximum "tail" coverage period reasonably available in the marketplace.
2. CONTRACTOR shall not perform any work under this Agreement if CONTRACTOR is not in compliance with the insurance requirements specified in this Attachment D. MVBCN is obligated to take all reasonable steps to enforce CONTRACTOR's compliance with the insurance requirements. MVBCN's enforcement steps may include pursuing remedies short of termination and/or pursuing contract termination, which are described in Sections 18 and 19 in the main body of the Agreement.
  3. Any subcontractor engaged by CONTRACTOR to perform services under this Agreement must meet the insurance requirements stated in Section 1(a-f) except where CONTRACTOR's insurance specifically extends the required coverage(s) and limits to the subcontractor. CONTRACTOR shall require the subcontractor to provide to MVBCN a certificate(s) of insurance for all required insurance before performing any services. CONTRACTOR shall not permit the subcontractor to perform any work under this Agreement if the subcontractor is not in compliance with the insurance requirements.