patient understands this, wants the Provider to proceed to provide the services, and the patient accepts responsibility for payment if the services are not covered.

Copayment amounts for office visits or admissions are listed on the I.D. card. If there is no copay listed on the I.D. card, MHN PPO Provider shall require no payment at time of service. Copayments are not the same as coinsurance. Coinsurance is the percentage payable by patient after Payor has paid a percentage of the PPO allowed amount; e.g., the patient's coinsurance is twenty percent (20%) of the PPO allowed amount after the Payor has paid eighty percent (80%) of the PPO allowed amount.

2.03 Utilization Management Notification and Certification

MHN PPO Providers shall follow instructions on the patient's I.D. card to obtain certification of non-emergency and emergency hospital admissions and other services requiring certification. Refer to Section D of this Manual, *Insurance Company Payor Relationships* for details of how to identify these patients and the telephone numbers to call for more information.

2.04 Claim Forms

- a. The HCFA 1500 or standard AMA claim form is preferred for physician services and the UB-92 is preferred for hospital services. Providers shall use those forms or a Payor approved alternative.
- b. The following claim data fields shall be completed by MHN PPO Providers:
 - 1. Patient's name;
 - 2. Patient's date of birth;
 - 3. Patient's sex:
 - 4. Insurer's (Payor's) name:
 - 5. Insured's name;
 - 6. Insured's social security number;
 - 7. Insured's address:
 - 8. Insured's group identification number/employer name;
 - 9. Service dates:
 - 10. Place of service code (03 for physician offices);
 - 11. Procedure code (CPT for physicians);
 - 12. Diagnostic code (ICD-9CM);
 - 13. Billed charges;
 - 14. Provider's name;
 - 15. Provider Tax Identification Number (TIN);
 - 16. Provider address; and
 - 17. Provider telephone number.

2.05 Claim Submission

- a. The MHN PPO Provider, not the patient, shall have the responsibility to submit the claim to Payor or to MHN.
- b. Providers may submit claims to the Payor or to MHN, but must submit them to MHN if indicated in Section 4.01 and 4.02, within sixty (60) days of the date of service. Do not submit the claim to the patient for payment or submission to MHN or the Payor.
- c. There is no charge to MHN or Payors for a patient's medical record data to complete Utilization Management or Quality Management review process or to pay claims.

2.06 Claim Turnaround Time

- a. Claims will be paid within thirty (30) working days of receipt of a complete claim in the Payor's office.
- b. Questions regarding the status of a claim should be directed to the Payor at the telephone number on the patient's I.D. card or listed in Section 4.02.

2.07 Provider Charges/Payment Rate

- a. The MHN PPO Provider shall bill his/her usual and customary charge for the service rendered. MHN, or the Payor, as applicable, will calculate the allowed amount as defined in the Provider's contract with MHN.
- b. The MHN PPO Provider shall accept the MHN PPO allowed amount as payment in full for covered services subject to Provider's right to bill any available secondary insurer up to usual and customary fees. The MHN PPO Payor is obligated only to coordinate benefits based upon the MHN PPO allowed amount when Payor is the secondary insurer. MHN PPO Provider shall not bill the patient for any difference between the billed amount and the allowed amount (the write-off amount) except to the extent provided in the applicable health benefit plan for copayments, deductible, or coinsurance.

2.08 Claim Payment

a. Payments for services to patients participating in MHN PPO health plans are assigned to the Provider where mandatory assignment is permitted by account contract. Such payments will be made directly to the Provider.

b. The Payor will forward such benefit payments to the Provider. An explanation of the benefit payment shall accompany the payment and shall include the billed amount, allowed amount, benefit paid, and, when possible, any patient balance.

2.09 Patient Billing

- a. The MHN PPO Provider may bill the patient for any balance due, as permitted by terms of his/her MHN PPO contract, only after receiving payment and/or the explanation of the benefit payment from the Payor.
- b. Amounts for which a MHN PPO Provider may bill the patient include:
 - 1. The calendar year deductible to the extent that the MHN PPO Provider's claim was used to satisfy it;
 - 2. The copayment for office visit or admission that was unpaid at the time of service or admission;
 - 3. Coinsurance, i.e; the percentage of the MHN PPO allowed amount remaining unpaid after the Payor has paid its percentage;
 - 4. Services for which the patient's health plan includes no benefit; and
 - 5. Services which were determined through the Utilization Management process of Payor not to be medically necessary and regarding which, the Provider obtains a written statement in advance from the patient documenting that the Provider explained the services were determined not medically necessary and may, therefore, be non-covered, and that the patient understands this, wants the Provider to proceed to provide the services, and the patient accepts responsibility for payment if the services are not covered.

2.10 Provider Participation Fee

Provider shall pay MHN three-quarters of one percent (0.75%) of the claims payments made to the Provider as a Participating Provider in the MHN PPO program.

UTILIZATION MANAGEMENT AND QUALITY MANAGEMENT PROGRAMS

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3.01	MHN PPO Utilization Management And Quality Management	
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3.02	Provider Sanctions And Incentives	11

3.01 MHN PPO Utilization Management and Quality Management Programs General Information

Introduction

Each of the MHN PPO affiliated Payors administer their own independent Utilization Management Programs and may set forth different policies and requirements for precertification and medical necessity determination procedures.

Utilization Management Program Compliance Determination

A physician, hospital or other health care provider may be subject to reduced compensation or denied payment based on lack of either certification of medical necessity or Utilization Management Program compliance. In these circumstances the Provider shall not seek compensation from the patient unless the patient, in advance of the proposed services, has certified in writing his/her willingness to incur the cost of such services. Follow instructions on the patient's I.D. card regarding services requiring certification and the telephone numbers to call for certification.

Quality Management Program and Compliance Determination

MHN's Quality Management Program is designed to provide a flexible, responsive and realistic system which assists Providers in the evaluation of effectiveness of treatment processes and clinical outcomes, and which demonstrates the preservation of quality, optimal service and value within a managed care environment.

The Quality Management Program is administered by the Director of Medical Management under the direction of the MHN Medical Director and the MHN Joint Medical Committee. The MHN Board of Directors is charged with supporting, fostering and monitoring the effectiveness of the Quality Management Program.

Program Compliance Appeal

Appeal of a decision for lack of Utilization Management Program compliance shall be referred to the Director of Medical Management and the MHN Medical Director. If the appeal cannot be resolved at this level, then the Provider may submit an appeal in accordance with the MHN Provider Peer Review and Utilization Control Procedure and the Grievance Procedure, as set forth in Section 12 of the MHN Base Contract. MHN retains the option of performing an informal investigation on any issue, prior to the implementation of the formalized process set forth in the MHN Provider Peer Review and Utilization Control Procedure.

Provider Peer Review

Providers' utilization practices will be reviewed by the MHN Medical Management staff and MHN Medical Director. Provider profile reports and individual cases will be reviewed periodically by the MHN Joint Medical Committee; a periodic summary of these reports may be provided to the MHN Board of Directors. Achievement of this review process will be contingent upon the availability of utilization data, from the respective Payor(s). MHN retains the option of performing an informal investigation on any issue, prior to the implementation of the formalized procedure set forth in the MHN Provider Peer Review and Utilization Control Procedure.

Should corrective action be required, this will be initiated by the MHN Joint Medical Committee. Should the Provider elect to appeal the corrective action, the process to be followed is detailed in the MHN Provider Peer Review and Utilization Control Procedure, or as set forth in Section 12 of the MHN Base Contract.

Physician utilization profile reports may be prepared on all Participating Providers. Any Provider's utilization falling outside the expected norms may be reviewed with the individual Provider, by the MHN Medical Director. The MHN Joint Medical Committee, on a periodic basis, may also review these physician utilization profiles. The MHN Medical Management Committee will submit a summary of corrective actions taken, to the MHN Board of Directors, on a periodic basis.

3.02 Provider Sanctions and Incentives

Continued or gross lack of compliance with the Utilization Management or Quality Management Programs or administrative policies and procedures of MHN or Payors may result in sanctions being placed on the Provider by MHN. Sanctions to be placed on an individual Provider may be recommended by the Payor to the MHN Joint Medical Committee. Sanctions may also be recommended on the basis of review completed by this Committee. The Joint Medical Committee may also recommend Provider incentives for Providers demonstrating exemplary program compliance.

Recommendations for Provider sanctions will be reviewed by the MHN Board of Directors. An educational approach to gaining Provider compliance will be utilized whenever possible.

Provider sanctions and incentives are subject to the Grievance process as outlined in the Provider Base Contract and the MHN Provider Peer Review and Utilization Control Procedure.

MHN PPO

INSURANCE COMPANY/PAYOR RELATIONSHIPS

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4.02 Summary Of MHN PPO Procedures And Responsibilities	33

4.01 MHN PPO Insurer/Payor Customer Service Assistance

ADVENTIST RISK MANAGEMENT

P.O. Box 8007 Riverside, CA 92515 Uses MHN PPO Chiropractic Panel

Submit claims to:

Managed HealthCare Northwest, Inc.

2701 N.W. Vaughn, Suite 710 Portland, Oregon 97210

Precertification/Utilization Review/Second Surgical Opinion See Patient's I.D. Card

ADVANCED BENEFIT ADMINISTRATORS

Submit hospital claims to:

Managed HealthCare Northwest, Inc.

2701 N.W. Vaughn, Suite 710 Portland, Oregon 97210

Submit all other claims to: Advanced Benefit Administrators

6420 SW Macadam, Suite 380

Portland, OR 97201

Benefits/Eligibility/Claims Assistance (503) 245-3770 Precertification/Utilization Review/Second Surgical Opinion (503) 245-3770

ACORDIA, INC.

Acordia National, Inc. 602 Virginia Street East Charleston, WV 25331 Uses MHN PPO Chiropractic Physician Panel

Submit claims to:

Managed HealthCare Northwest, Inc.

2701 N.W. Vaughn, Suite 710 Portland, Oregon 97210

Precertification/Utilization Review/Second Surgical Opinion See Patient's I.D. Card

AGRA EARTH & ENVIRONMENTAL

Administrators West, Inc.
320 N.E. 97th Street, Suite B
Seattle, WA 98115-2042
Uses MHN PPO Chiropractic Physician Panel

Submit claims to:

Managed HealthCare Northwest, Inc.

2701 N.W. Vaughn, Suite 710

Portland, OR 97210

Benefits/Eligibility/Claims Assistance	1-206-527-9580
Toll Free Number	1-800-321-2814
Precertification/Utilization Review/Second Surgical Opinion	1-206-527-9580
Toll Free Number	1-800-321-2814

ANALOGY, INC.

Kipp & Company P.O. Box 1400 Portland, OR 97207-1400

Submit claims to:

Managed HealthCare Northwest, Inc.

2701 N.W. Vaughn, Suite 710

Portland, OR 97210

Benefits/Eligibility/Claims Assistance	(503) 279-9943
Toll Free Number	.1-800-824-9789
Precertification/Utilization Review/Second Surgical Opinion	. (503) 279-9943
Toll Free Number	.1-800-824-9789

AUTOMATED DATA PROCESSING (ADP)

Corporate Health Administrators 1800 East Interstate Avenue P.O. Box 1858 Bismark, ND 58502

Submit claims to:

Managed HealthCare Northwest, Inc.

2701 N.W. Vaughn, Suite 710

Portland, OR 97210

Benefits/Eligibility/Claims Assistance

BEECHNET AFFILIATE

Beech Street of California, Inc.

Various Insurers

BOYD COFFEE COMPANY

Kipp & Company P.O. Box 1400 Portland, OR 97207-1400 Uses MHN PPO Chiropractic Physician Panel

Submit claims to:

Managed HealthCare Northwest, Inc.

2701 N.W. Vaughn, Suite 710

Portland, OR 97210

Benefits/Eligibility/Claims Assistance	(503) 279-9943
Toll Free Number	1-800-824-9789
Precertification/Utilization Review/Second Surgical Opinion	(503) 279-9943
Toll Free Number	1-800-824-9789

BULLARD, KORSHOJ, SMITH, JERNSTEDT

Kipp & Company
P.O. Box 1400
Portland, OR 97207-1400
Uses MHN PPO Chiropractic Physician Panel

agia#1gh

Submit claims to:

Managed HealthCare Northwest, Inc.

2701 N.W. Vaughn, Suite 710

Portland, OR 97210

Benefits/Eligibility/Claims Assistance	. (503) 279-9943
Toll Free Number	.1-800-824-9789
Precertification/Utilization Review/Second Surgical Opinion	. (503) 279-9943
Toll Free Number	.1-800-824-9789

CARPENTERS-EMPLOYERS TRUST

See Oregon-Washington Carpenters-Employers Health & Welfare Trust Fund

CHOICE BENEFIT ADMINISTRATORS

Uses MHN PPO Chiropractic Physician Panel

Submit Claims to:

Choice Benefit Administrators

6900 S.W. Haines Road Tigard, OR 97223

Benefits/Eligibility/Claims Assistance	(503)	620-6872
Precertification Utilization Review/Second Surgical Opinion	(503)	620-6872

CHOICEONE

Various Insurers

Submit Claims to	See	Patient's I.D.	Card
Benefits/Eligibility/Claims Assistance	See	Patient's I.D.	Card
Precertification/Utilization Review/Second Surgical Opinion	See	Patient's I.D.	Card

CIGNA/HEALTHSOURCE PROVIDENT ADMINISTRATORS

Fujitsu Microelectronics only

Submit claims to:	See Patient's I.D. Card
Benefits/Eligibility/Claims Assistance	See Patient's I.D. Card
Precertification/Utilization Review/Second Surgical Opinion	1-800-821-4144

CITY OF PORTLAND

City of Portland Medical Claims Administration - Associated Third Party Administrators I.D. card says "CareMark/MHN PPO."

Submit claims to:

City of Portland Medical Claims Administration

P.O. Box 1660

Portland, Oregon 97207-1660

Benefits/Eligibility/Claims Assistance(503)	294-7950
Precertification/Utilization Review/Second Surgical Opinion (Ethix Pacific)1-800	-845-0747

COLE INDUSTRIAL, INC.

Kipp & Company P.O. Box 1400 Portland, OR 97207-1400

Uses MHN PPO Chiropractic Physician Panel

Submit claims to:

Managed HealthCare Northwest, Inc.

2701 N.W. Vaughn, Suite 710

Portland, OR 97210

Benefits/Eligibility/Claims Assistance	(503) 279-9943
Toll Free Number	1-800-824-9789
Precertification/Utilization Review/Second Surgical Opinion	(503) 279-9943
Toll Free Number	1-800-824-9789

CONTACT LUMBER COMPANY

Zenith Administrators

Uses MHN PPO Chiropractic Physician Panel

Submit claims to:

Zenith Administrators

4380 SW Macadam Avenue, Suite 300

Portland, OR 97201

Benefits/Eligibility/Claims Assistance	. (503) 226-2741
Toll Free Number	.1-800-547-5900
Precertification/Utilization Review/Second Surgical Opinion	
Toll Free Number	.1-800-422-3038

CORESTAFF, INC.

Donovan Benefit Systems, Inc. 440 Louisiana, Suite 1600 Houston, TX 77002

Submit claims to:

Managed HealthCare Northwest, Inc.

2701 N.W. Vaughn, Suite 710

Portland, OR 97210

Benefits/Eligibility/Claims Assistance(713) 224-5551

DSU PETERBILT

Associated Administrators, Inc. P.O. Box 5096
Portland, OR 97208

Submit claims to:

Managed HealthCare Northwest, Inc.

2701 N.W. Vaughn, Suite 710 Portland, Oregon 97210

Benefits/Eligibility/Claims Assistance	(503) 245-3770
Precertification/Utilization Review/Second Surgical Opinion	(503) 245-3770

EMERSON HARDWOOD

Kipp & Company P.O. Box 1400 Portland, OR 97207-1400 Uses MHN PPO Chiropractic Physician Panel

Submit claims to:

Managed HealthCare Northwest, Inc.

2701 N.W. Vaughn, Suite 710

Portland, OR 97210

Benefits/Eligibility/Claims Assistance	(503) 279-9943
Toll Free Number	1-800-824-9789
Precertification/Utilization Review/Second Surgical Opinion	(503) 279-9943
Toll Free Number	1-800-824-9789

EMPLOYEE BENEFIT MANAGEMENT SERVICES

P.O. Box 14999 Portland, OR 97214

Uses MHN PPO Chiropractic Panel

Submit claims to:

Managed HealthCare Northwest, Inc.

2701 N.W. Vaughn, Suite 710 Portland, Oregon 97210

EUROBEST FOOD INDUSTRIES

Associated Administrators, Inc. P.O. Box 2580 Portland, OR 97208

Submit Claims to:

Managed HealthCare Northwest, Inc.

2701 N.W. Vaughn, Suite 710

Portland, OR 97210

Benefits/Eligibility/Claims Assistance	(503) 245-3770
Precertification/Utilization Review/Second Surgical Opinion	(503) 245-3770

FIRST CHOICE HEALTH NETWORK

Various Insurers

Submit claims to:	See	Patient's I.D. Car	rd
Benefits/Eligibility/Claims Assistance	See	Patient's I.D. Car	rd
Precertification/Utilization Review/Second Surgical Opinion	See	Patient's I.D. Car	rd

FITECH INTERNATIONAL CORPORATION

Mutual Assurance Administrators
Uses MHN PPO Chiropractic Physician Panel

Submit claims to:

Managed HealthCare Northwest, Inc.

2701 N.W. Vaughn, Suite 710

Benefits/Eligibility/Claims Assistance	.1-800-825-3540
Verification of Benefits	.1-800-648-9652
Hospital Precertification	.1-800-777-2073

GENERAL AMERICAN

Southwest Airlines Co., only P.O. Box 66846 St. Louis, MO 63166-6846

Submit claims to:

Managed HealthCare Northwest, Inc.

2701 N.W. Vaughn, Suite 710 Portland, Oregon 97210

Benefits/Eligibility/Claims Assistance	.1-800-435-9895
Precertification/Utilization Review/Second Surgical Opinion	.1-800-445-2336
Mental Health/Substance Abuse/EAP	

GREAT-WEST CARE

Great-West Life

Submit hospital claims to:

Managed HealthCare Northwest, Inc.

2701 N. W. Vaughn, Suite 710

Portland, Oregon 97210

HEALTHCOMP ADMINISTRATORS

Uses MHN PPO Chiropractic Panel

Submit Claims to:

HealthComp Administrators

621 Santa Fe

Fresno, CA 93721

Benefits/Eligibility/Claims Assistance1-800-442-7247

HEALTH PAYORS ORGANIZATION, LTD.

Various Insurers

Submit claims to:	See	Patient's	I.D.	Card
Benefits/Eligibility/Claims Assistance	See	Patient's	I.D.	Card
Precertification/Utilization Review/ Second Surgical Opinion				

HERAEUS AMERSIL

(Heraeus ShinEtsu America) Harrington Benefit Services 20 Perimeter Center East Atlanta, GA 30346

Submit Claims to:

Managed HealthCare Northwest, Inc.

2701 N.W. Vaughn, Suite 710

Portland, OR 97210

Benefits/Eligibility/Claims Assistance	.1-800-476-6789
Precertification/Utilization Review/Second Surgical Opinion	.1-800-438-8283

INSURERS ADMINISTRATIVE CORPORATION

10210 N. 25th Avenue, Suite 300 Phoenix, AZ 85021-1605 Uses MHN PPO Chiropractic Physician Panel

Various Employers. "MHN PPO" appears on I.D. cards for members.

Submit claims to:

Managed HealthCare Northwest, Inc.

2701 N.W. Vaughn, Suite 710

Portland, OR 97210

Benefits/Eligibility/Claims Assistance(602) 870-1400

KLAMATH MEDICAL SERVICE BUREAU

For tertiary and other referral services for KMSB members for whom necessary medical treatment is not available within the KMSB service area of Southern Oregon.

Submit claims to:

KMSB

P.O. Box 5016

Klamath Falls, OR 97601-0220

LIFEWISE, A PREMERA HEALTH PLAN CORPORATION

1133 NW Wall

Bend, OR 97708-7709

Benefits/Eligibility/Claims Assistance	(503) 388-3307
Toll Free Number	1-800-777-1502
Preauthorization/Utilization Review/Second	
Surgical Opinion	(503) 388-3307
Toll Free Number	

LITHO DEVELOPMENT RESEARCH, INC.

(Includes LDR, VEBA Trust) 12021 N.E. Airport Way Portland, OR 97220

Submit claims to:

Managed HealthCare Northwest, Inc.

2701 N.W. Vaughn, Suite 710 Portland, Oregon 97210

Benefits/Eligibility/Claims Assistance	(503) 255-5800
Precertification/Utilization Review/Second Surgical Opinion	(503) 255-5800

MASONRY WELFARE TRUST

5621 E. Burnside, Suite 100 Portland, OR 97215

Submit claims to:

Masonry Industry Trust Administration

9848 E. Burnside Portland, OR 97216

Benefits/Eligibility/Claims Assistance	. (503) 254-4022
Toll Free Number	.1-800-591-8326
Precertification/Utilization Review/Second Surgical Opinion	. (503) 254-4022
Toll Free Number	.1-800-591-8326

MULTIPLE EMPLOYER TRUST (UMTA/US BENEFITS)

See UMTA Trust.

NORTHWEST IRON WORKERS HEALTH AND SECURITY TRUST FUND

Welfare and Pension Administration Services, Inc.

Joint venture with First Choice Health Network.

Hospital Panel Only.

Various Employers. All employees are Iron Workers members.

"MHN PPO" appears on I.D. cards for all members.

Submit claims to:

Welfare and Pension Administration Services, Inc.

2815 Second Avenue P.O. Box 34203 Seattle, WA 98126

Be	nefits/	Eligibi	lity/C	laims .	Assistance
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Toll Free Number Inside Washington	.1-800-732-1211
From Inside Oregon	.1-206-441-7574

Precertification/Utilization Review/Second Surgical Opinion is Patient Responsibility

Toll Free Number Inside Washington	1-800-231-6935
Toll Free Number Inside Oregon	1-800-345-5767

ODS HEALTH PLAN

Uses MHN PPO Chiropractic Physician Panel

P.O. Box 40384

Portland, OR 97240

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Benefits/Eligibility/Claims Assistance	(503) 228-6554
Toll Free Number	
Precertification/Utilization Review/Second	
Surgical Opinion	(503) 228-6554

OEA CHOICE TRUST

Oregon Education Association
Uses MHN PPO Chiropractic Physician Panel

Various School Districts. "MHN PPO" appears on I. D. cards for all members.

Submit claims to:

OEA Choice Trust

6900 S.W. Haines Road Tigard, Oregon 97223

Benefits/Eligibility/Claims Assistance (503) 620-3822

Precertification/Utilization Review/Second Surgical Opinion

OREGON-WASHINGTON CARPENTERS-EMPLOYERS HEALTH & WELFARE TRUST FUND

Zenith Administrators

Uses MHN PPO Chiropractic Physician Panel

Various Employers. "MHN PPO" appears on I.D. cards for all members.

Submit claims to:

Zenith Administrators

4380 SW Macadam Avenue, Suite 300

Portland, Oregon 97201

P.K. TECHNOLOGY

Kipp & Company

P.O. Box 1400

Portland, OR 97207-1400

Uses MHN PPO Chiropractic Physician Panel

Submit claims to:

Managed HealthCare Northwest, Inc.

2701 N.W. Vaughn, Suite 710

Portland, OR 97210

Benefits/Eligibility/Claims Assistance	(503) 279-9943
Toll Free Number	1-800-824-9789
Precertification/Utilization Review/Second Surgical Opinion	(503) 279-9943
Toll Free Number	1-800-824-9789

PACIFICARE BENEFIT ADMINISTRATORS

Submit claims to:

PacifiCare Benefit Administrators

P.O. Box 9004

Mercer Island, WA 98040

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Benefits/Eligibility/Claims Assistance	.1-800-829-2925
Precertification/Utilization Review/Second Surgical Opinion	. 1-000-029-2923

PACIFIC HERITAGE ADMINISTRATORS

Some employer groups use the MHN PPO Chiropractic Physician panel.

Submit claims to:

Managed HealthCare Northwest, Inc.

2701 N.W. Vaughn, Suite 710

Benefits/Eligibility/Claims Assistance	(503) 221-6700
Toll Free Number	1-800-992-2080
Precertification/Utilization Review/Second Surgical Opinion	(503) 221-9410
Toll Free Number	1-800-367-3721

PACIFICSOURCE HEALTH PLANS

In greater Portland metropolitan area only. Not in Lane County.

Submit claims to:

PacificSource Health Plans

P.O. Box 7068

Eugene, Oregon 97401

Benefits/Eligibility/Claims Assistance	. (503) 686-1242
Toll Free	.1-800-624-6052
Preauthorization/Utilization Review/Second Surgical Opinion	.1-800-624-6052

PACIFIC NORTHWEST GRAIN AND FEED HEALTH AND WELFARE TRUST

Associated Administrators, Inc.

P.O. Box 5339

Portland, OR 97208

Submit claims to:

Managed HealthCare Northwest, Inc.

2701 N.W. Vaughn, Suite 710

Portland, OR 97210

PAINTERS' TRUST

See The Painters' Trust

PARKER HANNIFIN CORPORATION

CIGNA/HealthSource Provident Administrators, Inc.

Submit claims to:

Managed HealthCare Northwest, Inc.

2701 N.W. Vaughn, Suite 710

Eligibility	See	Patient's I.D. Ca	ard
Benefits/Claims Assistance	See	Patient's I.D. Ca	ard
Precertification/Utilization Review/Second Surgical Opinion	See	Patient's I.D. Ca	ard

PHILLIPS ADMINISTRATIVE SERVICE

Northwest Retreaders Uses MHN PPO Hospital Panel Only Puget Plastic Corporation Uses MHN PPO Hospital Panel Only

Submit claims to:

Managed HealthCare Northwest, Inc.

2701 N.W. Vaughn, Suite 710

Portland, OR 97210

Benefits/Eligibility/Claims Assistance	.1-503-928-1717
Precertification/Utilization Review/Second Surgical Opinion	.1-503-928-1717

PHOTON KINETICS

Kipp & Company P.O. Box 1400 Portland, OR 97207-1400 Uses MHN PPO Chiropractic Physician Panel

Submit claims to:

Managed HealthCare Northwest, Inc.

2701 N.W. Vaughn, Suite 710

Portland, OR 97210

Benefits/Eligibility/Claims Assistance	. (503) 279-9943
Toll Free Number	.1-800-824-9789
Precertification/Utilization Review/Second Surgical Opinion	. (503) 279-9943
Toll Free Number	.1-800-824-9789

PLYMART, INC.

Kipp & Company P.O. Box 1400 Portland, OR 97207-1400

Submit claims to:

Managed HealthCare Northwest, Inc.

2701 N.W. Vaughn, Suite 710

(503) 279-9943
1-800-824-9789
(503) 279-9943
1-800-824-9789
,

PORTLAND AREA UFCW LOCAL 555 EMPLOYERS HEALTH TRUST

Zenith Administrators

Uses MHN PPO Chiropractic Physician panel

Submit Claims to:

Zenith Administrators

4380 S.W. Macadam Avenue, Suite 300

Portland, OR 97201

Benefits/Eligibility/Claims Assistant	. (503) 226-2741
Toll Free Number	.1-800-547-5900
Precertification/Utilization Review/Second Surgical Opinion	
Toll Free Number	.1-800-422-3038

RENAL CARE GROUP, INC.

Health Risk Management, Inc.

Submit claims to:

Health Risk Management

8000 West 78th Street Minneapolis, MN 55439

Benefits/Eligibility/Claims Assistance	.1-800-380-6218
Precertification/Utilization Review/Second Surgical Opinion	.1-800-380-6218

SOUTHWEST AIRLINES

General American P.O. Box 66846 St. Louis, MO 63166-6846

Submit claims to:

Managed HealthCare Northwest, Inc.

2701 N.W. Vaughn, Suite 710

Portland, OR 97210

Toll Free Number

Toll Free Number	1-800-435-9895
Precertification/Utilization Review/Second Surgical Opinion	
Toll Free Number	1-800-445-2336
Mental Health/Substance Abuse Precertification	
Clear Skies Toll Free Number	1-800-742-8911

STEIN DISTRIBUTING, INC.

Kipp & Company
P.O. Box 1400
Portland, OR 97207-1400
Uses MHN PPO Chiropractic Physician Panel

Submit claims to:

Managed HealthCare Northwest, Inc.

2701 N.W. Vaughn, Suite 710

Portland, OR 97210

Benefits/Eligibility/Claims Assistance	(503) 279-9943
Toll Free Number	1-800-824-9789
Precertification/Utilization Review/Second Surgical Opinion	(503) 279-9943
Toll Free Number	1-800-824-9789

THE NEW ENGLAND CARE

The New England Mutual Life Insurance Company
The New England Care is a product of Great-West Life Assurance Company.

Submit hospital claims to:

Managed HealthCare Northwest, Inc.

2701 N. W. Vaughn, Suite 710

Portland, Oregon 97210

Submit physician claims to:

THE PAINTERS' TRUST

North 2110 Washington, Suite 2 Spokane, WA 99205

Joint venture with First Choice Health Network.

Various Employers. All employees are members of The Painters' Trust.
"MHN Managed HealthCare Northwest, Inc.", appears on I.D. card for all members.

Submit claims to:

First Choice Health Network, Inc.

P.O. Box 2289

Seattle, WA 98111-2289

UMTA TRUST (MULTIPLE EMPLOYER TRUST)

U.S. Benefits
P.O. Box 13190
Portland, OR 97213
Uses MHN PPO Chiropractic Panel

Submit claims to:

Managed HealthCare Northwest, Inc.

2701 N.W. Vaughn, Suite 710 Portland, Oregon 97210

Benefits/Eligibility/Claims Assistance	(503) 235-8363
Precertification/Utilization Review/Second Surgical Opinion	(503) 235-8363

UNICARE/JOHN HANCOCK MUTUAL LIFE INSURANCE CO.

(Includes Hancock Preferred, Signature Hancock Preferred, Signature Health Preferred)
Multiple claims payment locations. Precertification by Cost Care, Inc. Multiple Cost Care
telephone locations. See patient's I.D. card.

Uses MHN PPO Chiropractic Panel.

Submit claims to:

Managed HealthCare Northwest, Inc.

2701 N.W. Vaughn, Suite 710 Portland, Oregon 97210

Benefits/Eligibility/Claims Assistance	See	Patient's I.D.	Card
Precertification/Utilization Review/Second Surgical Opinion	See	Patient's I.D.	Card

UNION PACIFIC RAILROAD EMPLOYEE HEALTH SYSTEMS

795 North 400 West Salt Lake City, UT 84103

Submit claims to:

Managed HealthCare Northwest, Inc.

2701 N.W. Vaughn, Suite 710

Portland, OR 97210

Benefits/Eligibility/Claims Assistance

USA HEALTHNET, INC.

Various Insurers

Hospital panel only.

Submit claims:	See	Patient's I.D.	Card
Benefits/Eligibility/Claims Assistance	See	Patient's I.D.	Card
Precertification/Utilization Review/Second Surgical Opinion	See	Patient's I.D.	Card

UNITED METAL TRADES ASSOCIATION

See UMTA Trust

WESTON PONTIAC

Kipp & Company P.O. Box 1400 Portland, OR 97207-1400 Uses MHN PPO Chiropractic Physician Panel

Submit claims to:

Managed HealthCare Northwest, Inc.

2701 N.W. Vaughn, Suite 710

Portland, OR 97210

Benefits/Eligibility/Claims Assistance	(503) 279-9943
Toll Free Number	1-800-824-9789
Precertification/Utilization Review/Second Surgical Opinion	(503) 279-9943
Toll Free Number	1-800-824-9789

WOODFEATHERS, INC.

Kipp & Company P.O. Box 1400 Portland, OR 97207-1400 Uses MHN PPO Chiropractic Physician Panel

Submit claims to:

Managed HealthCare Northwest, Inc.

2701 N.W. Vaughn, Suite 710

Benefits/Eligibility/Claims Assistance	(503) 279-9943
Toll Free Number	
Precertification/Utilization Review/Second Surgical Opinion	(503) 279-9943
Toll Free Number	•

YERGEN & MEYER, LLP

Administrators West, Inc.
320 NE 97th Street, Suite B
Seattle, WA 98115-2042
Uses MHN PPO Chiropractic Physician Panel

Submit claims to:

Managed HealthCare Northwest, Inc.

2701 N.W. Vaughn, Suite 710

Benefits/Eligibility/Claims Assistance	1-206-527-9580
Toll Free Number	
Precertification/Utilization Review/Second Surgical Opinion	1-206-527-9580
Toll Free Number	



4.02 Summary of MHN PPO Procedures and Responsibilities

The MHN PPO is sold as an overlay to the insurance plans of the following insurers. This chart summarizes the operating procedures for each of these. The goal of the MHN PPO is to make your job as simple and straightforward as possible when you deliver care to an MHN PPO patient. Every time you treat an MHN PPO patient, please submit the claims to the address listed below.

Insurer	MHN Name Appears on I.D. Card?	Call for Benefits, Claims, Eligibility, & General Information	Explanation of Payment form Information:	Claim Submission and Address: Submit claims to the address listed below:	Call for Precertification
Advanced Benefit Administrators (ABA)	Yes	ABA (503) 245-3770	ABA	Hospital: Managed HealthCare Northwest 2701 N.W. Vaughn, #710 Portland, OR 97210 Other Claims: Advanced Benefit Administrators 6420 SW Macadam #380 Portland, OR 97201	ABA (503) 245-3770
Adventist Risk Management (ARM) Uses MHN PPO Chiropractic Panel	Yes	ARM (909) 353-6824	ARM	Managed HealthCare Northwest 2701 N.W. Vaughn, #710 Portland, OR 97210	See Patient's I.D. Card
Agra Earth & Environmental (Administrators West, Inc.) (AW) Uses MHN PPO Chiropractic Panel	Yes	AW 1-206-527-9580 1-800-321-2814	AW	Managed HealthCare Northwest 2701 N.W. Vaughn, #710 Portland, OR 97210	AW 1-206-527-9580 1-800-321-2814
Analogy, Inc. (Kipp & Company) (K&C)	Yes	K&C (503) 279-9943 1-800-824-9789	K&C	Managed HealthCare Northwest 2701 N.W. Vaughn, #710 Portland, OR 97210	K&C (503) 279-9943 1-800-824-9789
Acordia, Inc. (Acordia National, Inc.) (ANI)	Yes	ANI (304) 353-8709	ANI	Managed HealthCare Northwest 2701 N.W. Vaughn, #710 Portland, OR 97210	ANI See Patient's I.D. Card

Insurer	MHN Name Appears on I.D. Card?	Call for Benefits, Claims, Eligibility, & General Information	Explanation of Payment form Information:	Claim Submission and Address: Submit claims to the address listed below:	Call for Precertification
Automated Data Processing (ADP) (Corporate Health Administrators)	Yes	1-800-235-0123	ADP	Managed HealthCare Northwest 2701 N.W. Vaughn, #710 Portland, OR 97210	1-800-648-4092
Beechnet Affiliate (BA) Beech Street of CA, Inc.	No ¹	See Patient's I.D. Card	See Patient's I.D. Card	See Patient's I.D. Card	See Patient's I.D. Card
Boyd Coffee Company (Kipp & Company) (K&C) Uses MHN PPO Chiropractic Panel	Yes	K&C (503) 279-9943 1-800-824-9789	K&C	Managed HealthCare Northwest 2701 N.W. Vaughn, #710 Portland, OR 97210	K&C (503) 279-9943 1-800-824-9789
Bullard, Korshoj, Smith, Jernstedt (Kipp & Company) (K&C) Uses MHN PPO Chiropractic Panel	Yes	K&C (503) 279-9943 1-800-824-9789	K&C	Managed HealthCare Northwest 2701 N.W. Vaughn, #710 Portland, OR 97210	K&C (503) 279-9943 1-800-824-9789
Choice Benefit Administrators (CBA) Uses MHN PPO Chiropractic Panel	Yes	CBA (503) 620-6872	СВА	CBA 6900 S.W. Haines Road Tigard, OR 97223	CBA (503)620-6872
ChoiceOne	No ¹⁰	See Patient's I.D. Card	See Patient's I.D. Card	See Patient's I.D. Card	See Patient's I.D. Card
Cigna/HealthSource Provident Adminstrators (C HSP) (Fujitsu Microelectronics only)	No	See Patient's I.D. Card	C HSP	See Patient's I.D. Card	C HSP 1-800-821-4144
City of Portland (PLTD) (City of Portland Medical Claims Administration - Associated Third Party Administrators, Inc.)	Yes ²	(503) 294-7950	PLTD	City of Portland Medical Claims Administration P.O. Box 1660 Portland, OR 97207-1660	Ethix Pacific 1-800-845-0747
Cole Industrial, Inc. (Kipp & Company) (K&C) uses MHN PPO Chiropractic Panel	Yes	K&C (503) 279-9943 1-800-824-9789	K&C	Managed HealthCare Northwest 2701 N.W. Vaughn, #710 Portland, OR 97210	K&C (503) 279-9943 1-800-824-9789

Insurer	MHN Name Appears on I.D. Card?	Call for Benefits, Claims, Eligibility, & General Information	Explanation of Payment form Information:	Claim Submission and Address: Submit claims to the address listed below:	Call for Precertification
Contact Lumber Company Zenith Administrators) (Zen) Uses MHN PPO Chiropractic Panel	Yes	Zen (503) 226-2741 1-800-547-5900	Zen	Zenith Administrators 4380 S.W. Macadam Portland, OR 97201	Zen 1-800-422-3038
Corestaff, Inc. Donovan Benefit Systems, Inc.) (DBS)	Yes	DBS (713) 224-5551	DBS	Managed HealthCare Northwest 2701 N.W. Vaughn, #710 Portland, OR 97210	See Patient's I.D. Card
DSU Peterbilt (Associated Administrators, Inc.) (AAI)	Yes	AAI (503)245-3770	AAI	Managed HealthCare Northwest 2701 N.W. Vaughn, #710 Portland, OR 97210	AAI (503)245-3770
Employee Benefit Management Services (EBMS) Uses MHN PPO Chiropractic panel	Yes	EBMS (503) 230-2935	EBMS	Managed HealthCare Northwest 2701 N.W. Vaughn, #710 Portland, OR 97210	See Patient's I.D. Card
Eurobest Food Industries (Associated Administrators, Inc.) (AAI)	Yes	AAI (503)245-3770	AAI	Managed HealthCare Northwest 2701 N.W. Vaughn, #710 Portland, OR 97210	AAI (503)245-3770
First Choice Health Network (FC)	No ³	See Patient's I.D. Card (206) 292-8255	See Patient's I.D. Card	See Patient's I.D. Card	See Patient's I.D. Card
Fitech International Corp. (Mutual Assurance Administrators) (MAA) Uses MHN PPO Chiropractic Panel	Yes	MAA Ben/Elig: 1-800-825-3540 Verify Ben: 1-800-648-9652	MAA	Managed HealthCare Northwest 2701 N.W. Vaughn, #710 Portland, OR 97210	MAA 1-800-777-2073

Insurer	MHN Name Appears on I.D. Card?	Call for Benefits, Claims, Eligibility, & General Information	Explanation of Payment form Information:	Claim Submission and Address: Submit claims to the address listed below:	Call for Precertification
General American (GA) (Southwest Airlines only)	Yes	GA 1-800-435-9895	GA	Managed HealthCare Northwest 2701 N.W. Vaughn, #710 Portland, OR 97210	GH 1-800-445-2336
Great-West Care (GW) Great-West Life	Yes ⁴	GW See Patient's I.D. Card	GW	Hospital: MHN 2701 N.W. Vaughn, #710 Portland, OR 97210 Physician: GW See Patient's I.D. Card	GW 1-800-225-5548
HealthComp Administrators (HCA) Uses MHN PPO Chiropractic Panel	Yes	HCA 1-800-442-7247	НСА	HealthComp Administrators 621 Santa Fe Fresno, CA 93721	None required
Health Future Enterprises (HFE) Emanuel Hospital and Good Samaritan Hospital for referral services only.	No ¹¹	See Patient's I.D. Card	HFE	Health Future Enterprises, Inc. 825 East Main, Suite D Medford, OR 97504	See Patient's I.D. Card
Health Payors Organization, Inc. (HPO)	No ¹³	See Patient's I.D. Card	See Patient's I.D. Card	See Patient's I.D. Card	See Patient's I.D. Card
Heraeus Amersil Heraeus ShinEtsu America (Harrington Benefit Services) (HBS)	Yes	HBS 1-800-476-6789	HBS	Managed HealthCare Northwest 2701 N.W. Vaughn, #710 Portland, OR 97210	HBS 1-800-438-8283
Insurers Administrative Corporation (IAC) Uses MHN PPO Chiropractic Panel	Yes	IAC (602) 870-1400	IAC	Managed HealthCare Northwest 2701 N.W. Vaughn, #710 Portland, OR 97210	See Patient's I.D. Card
Klamath Medical Service Bureau (KMSB)	No ⁸	KMSB 1-800-422-6557	KMSB	KMSB P.O. Box 5016 Klamath Falls, OR 97601- 0220	KMSB 1-800-462-4688

Insurer	MHN Name Appears on I.D. Card?	Call for Benefits, Claims, Eligibility, & General Information	Explanation of Payment form Information:	Claim Submission and Address: Submit claims to the address listed below:	Call for Precertification
LifeWise, A Premera Health Plan Corporation (LW)	Yes	(503) 388-3307 1-800-777-1502	LW	Managed HealthCare Northwest 2701 N.W. Vaughn, #710 Portland, OR 97210	LW (503)388-3307 1-800-722-3372
Litho Development Research, Inc. (Includes LDR, VEBA Trust) (LDR)	Yes	LDR (503) 255-5800	LDR	Managed HealthCare Northwest 2701 N.W. Vaughn, #710 Portland, OR 97210	LDR (503) 255-5800
Masonry Welfare Trust (MWT)	Yes ¹²	MWT (503) 254-4022 1-800-591-8326	MWT	Masonry Industry Trust Administration 9848 E. Burnside Portland, OR 97216	MWT (503) 254-4022 1-800-591-8326
Multiple Employer Trust (See UMTA Trust)					
Northwest Iron Workers Trust Fund (NIW) (Hospital Panel Only)	No ⁷	1-800-732-1211 (WA) 1-206-441-7574 (OR)	NIW	Welfare and Pension Administration Services, Inc. 2815 Second Avenue P.O. Box 34203 Seattle, WA 98126	Patient's Responsibility 1-800-231-6935 (WA) 1-800-345-5767 (OR)
ODS Health Plan (ODS) Uses MHN PPO Chiropractic Physician Panel	Yes	(503) 228-6554 1-800-852-5195	ODS	ODS Health Plan P.O. Box 40384 Portland, OR 97240	(503) 228-6554 1-800-852-5195
OEA Choice Trust (Oregon Education Association (OEA) Uses MHN PPO Chiropractic Physician panel	Yes	OEA (503) 620-3822	OEA	OEA Choice Trust 6900 S.W. Haines Road Tigard, OR 97223	CAPP Care 1-800-227-7467
OR-WA Carpenters-Employers Trust Zenith Administrators (ZEN) Uses MHN PPO Chiropractic Physician panel	Yes	ZEN (503) 226-2741 1-800-547-5900	ZEN CET	Zenith Administrators 4380 S.W. Macadam Avenue, Suite 300 Portland, OR 97201	Zenith Administrators 1-800-422-3038

Insurer	MHN Name Appears on I.D. Card?	Call for Benefits, Claims, Eligibility, & General Information	Explanation of Payment form Information:	Claim Submission and Address: Submit claims to the address listed below:	Call for Precertification
P.K. Technology (Kipp & Company) (K&C) Uses MHN PPO Chiropractic Panel	Yes	K&C (503) 279-9943 1-800-824-9789	K&C	Managed HealthCare Northwest 2701 N.W. Vaughn, #710 Portland, OR 97210	K&C (503)279-9943 1-800-824-9789
PacifiCare Benefit Administrators (PBA)	Yes	PBA 1-800-829-2925	PBA	PacifiCare Benefit Administrators P.O. Box 9004 Mercer Island, WA 98040	PBA 1-800-829-2925
Pacific Heritage Administrators (PHA) Some employer groups use the Chiropractic Physician panel	Yes	(503) 221-6700 1-800-992-2080	РНА	Managed HealthCare Northwest 2701 N.W. Vaughn, #710 Portland, OR 97210	(503) 221-9410 1-800-367-3721
Pacific Northwest Grain and Feed Health and Welfare (PNG) Trust (Associated Administrators)	Yes	PNG (503) 223-3220 1-800-888-9603	PNG	Managed HealthCare Northwest 2701 N.W. Vaughn, #710 Portland, OR 97210	Not Required
PacificSource Health Plans (PSH) Greater Portland metropolitan area only. Not in Lane County.	Yes	(503) 686-1242 1-800-624-6052	PSH	PacificSource Health Plans P.O. Box 7068 Eugene, OR 97401	1-800-624-6052
Painters' Trust See The Painters' Trust					
Parker Hannifin Corp Claims Paid by CIGNA/Healthsource Provident Administrators (CHP)	Yes	See Patient's I.D. Card	СНР	Managed HealthCare Northwest 2701 N.W. Vaughn, #710 Portland, OR 97210	See Patient's I.D. Card
Phillips Administrative Service (PAS) Northwest Retreaders, and Puget Plastic Corporation Use Hospital Panel Only	Yes	PAS (541)-928-1717	PAS	Managed HealthCare Northwest 2701 NW Vaughn, #710 Portland, OR 97210	PAC (541)-928-1717

Insurer	MHN Name Appears on I.D. Card?	Call for Benefits, Claims, Eligibility, & General Information	Explanation of Payment form Information:	Claim Submission and Address: Submit claims to the address listed below:	Call for Precertification
Photon Kinetics (Kipp & Company) (K&C) Uses MHN PPO Chiropractic Physician Panel	Yes	K&C (503) 279-9943 1-800-824-9789	K&C	Managed HealthCare Northwest 2701 NW Vaughn, #710 Portland, OR 97210	K&C (503) 279-9943 1-800-824-9789
Portland Area UFCW Local 555 Employers Health Trust (Zenith Administrators) (ZA) Uses MHN PPO Chiropractic Physician panel	Yes	(503) 226-2741 1-800-547-5900	ZA	Zenith Administrators 4380 S.W. Macadam, Suite 300 Portland, OR 97201	1-800-422-3038
Renal Care Group, Inc. (Health Risk Management, Inc.) (HRM)	Yes	HRM 1-800-380-6218	HRM	Health Risk Management 8000 West 78th Street Minneapolis, MN 55439	HRM 1-800-380-6218
Southwest Airlines (General American) (GA)	Yes	GA 1-800-435-9895	GA	Managed HealthCare Northwest 2701 NW Vaughn, #710 Portland, OR 97210	GA 1-800-445-2336 For MH/CD Call Clear Skies 1-800-742-8911
Stein Distributing, Inc. (Kipp & Company) (K&C)	Yes	K&C (503)279-9943 1-800-824-9789	K&C	Managed HealthCare Northwest 2701 NW Vaughn, #710 Portland, OR 97210	K&C (503) 279-9943 1-800-824-9789
The New England Care (NE)	Yes⁵	NE See Patient's I.D. Card	NE	Hospital: MHN 2701 N.W. Vaughn, #710 Portland, OR 97210 Physician: NE See Patient's I.D. Card	NE 1-800-225-5548
The Painters' Trust (TPT)	Yes ⁶	(503) 328-6331	ТРТ	First Choice Health Network P.O. Box 2289 Seattle, WA 98111-2289	None Required

Insurer	MHN Name Appears on I.D. Card?	Call for Benefits, Claims, Eligibility, & General Information	Explanation of Payment form Information:	Claim Submission and Address: Submit claims to the address listed below:	Call for Precertification
UMTA Trust (UMTA) Uses MHN PPO Chiropractic Physician panel	Yes	UMTA (503) 235-8363	UMTA	Managed HealthCare Northwest 2701 NW Vaughn, #710 Portland, OR 97210	UMTA (503)235-8363
UniCare/John Hancock Mutual Life Insurance Co. Hancock Preferred, Signature Hancock Preferred, Signature Health Preferred (JHP) Uses MHN PPO Chiropractic Physician Panel	Yes	See Patient's I.D. Card	JHP	Managed HealthCare Northwest 2701 N.W. Vaughn, #710 Portland, OR 97210	See Patient's I.D. Card
Union Pacific Railroad Employee Health Systems (UPR)	Yes	UPR 1-800-547-0421	UPR	Managed HealthCare Northwest 2701 NW Vaughn, #710 Portland, OR 97210	Intra Corp 1-800-451-9237
USA Healthnet (USA) (Hospital Panel Only)	No ⁹	See Patient's I.D. Card	See Patient's I.D. Card	See Patient's I.D. Card	See Patient's I.D. Card
United Metal Trades Association See UMTA Trust					
Weston Pontiac (Kipp & Company) (K&C)	Yes	K&C (503)279-9943 1-800-824-9789	K&C	Managed HealthCare Northwest 2701 NW Vaughn, #710 Portland, OR 97210	K&C (503) 279-9943 1-800-824-9789
Yergen & Meyer, LLP (Administrators West, Inc.) (AW) Uses MHN PPO Chiropractic Physician Panel	Yes	AW 1-206-527-9580 1-800-321-2814	AW	Managed HealthCare Northwest 2701 NW Vaughn, #710 Portland, OR 97210	AW 1-206-527-9580 1-800-321-2814

MHN PPO Provider Responsibility

Utilization Review

Follow instructions on the patient's I.D. card, regarding procedures for pre-certification, utilization review, and second surgical opinions, or, refer to Section C of the MHN PPO Administrative Manual.

Billing, Compensation and Referrals

- No deposit may be requested from patient.
- Office visit copays specified on patient's I.D. card are only amounts that may be required to be paid by patient at time of service.
- Claim payments are paid directly to Provider by Payor.
- Refer MHN PPO patients only to MHN PPO Providers

To verify that you are an MHN PPO Provider, call MHN.

2701 N.W. Vaughn, Suite 710 Portland, Oregon 97210 Phone: (503)224-0409

- Beech Street is a California-based Preferred Provider Organization. MHN has
 contracted to provide PPO services to members of its groups who live in Oregon
 and Southwest Washington. Beech Street has relationships with a number of
 insurers. When you see "Beechnet Affiliate" on a patient's I.D. card, please regard
 the patient as a MHN PPO member. Follow instructions on the I.D. card for
 precertification and claims submission procedures.
- 2. City of Portland uses the MHN PPO Provider network. I.D. cards says "CareMark/MHN PPO."
- 3. First Choice Health Plan is a Seattle-based Preferred Provider Organization (please do not confuse with HMOO's First Choice 65). MHN has contracted to provide PPO services to members of its groups who live in Oregon and Southwest Washington. First Choice has relationships with a number of insurers. When you see <u>FIRSTCHOICE</u> on a patient's I.D. card, please regard the patient as an MHN PPO member. Follow instructions on the I.D. card for precertification and claim submission procedures.
- 4. Great-West Care/Great West Life I.D. cards say "MHN PPO." Private Health Care Systems ("PHCS") carries out all medical management for Great-West Life. PHCS is identified on all I.D. cards, including those for which the provider panel is MHN PPO.
- 5. The New England is a product of Great-West Life. Claim processing is by Great-West Life Assurance Company. I.D. cards should all say "MHN PPO."

- 6. The Painters' Trust patient I.D. cards say, "MHN Managed HealthCare Northwest, Inc." and "First Choice."
- 7. Northwest Iron Workers Health and Security Trust Fund patient I.D. cards say "FIRSTCHOICE/MHN PPO."
- 8. Klamath Medical Service Bureau (KMSB) is using MHN PPO providers for tertiary and other referral services for their members for whom necessary medical treatment is not available within the KMSB service area of Southern Oregon. "MHN PPO" does not appear on patient I.D. cards; however MHN is generally notified prior to or upon hospital admission, and will notify you whenever a patient is entering the system under this arrangement.
- 9. USA Healthnet is a national PPO network. MHN has contracted to provide PPO services to members of its groups who live in Oregon and Southwest Washington. USA Healthnet has relationships with a number of insurers. USA Healthnet uses the hospital panel only. Follow instructions on the I.D. card for pre-authorization and claims submission procedures.
- 10. ChoiceOne is a national PPO network. MHN has contracted to provide PPO services to members of its groups who live in Oregon and Southwest Washington. ChoiceOne has relationships with a number of insurers. Follow instructions on the I.D. card for preauthorization and claims submission procedures.
- 11. Health Future Enterprises is a Medford third party administrator that carries out claims processing and payment for various employers, especially rural hospitals. Health Future has contracted with MHN for tertiary and other referral PPO services at Emanuel Hospital & Health Center and Good Samaritan Hospital & Medical Center only.
- 12. Masonry Welfare Trust patient I.D. cards say "First Choice" and "MHN PPO."
- 13. Health Payors Organization (HPO) is a national PPO network. MHN has contracted to provide PPO services to members of its groups who live in Oregon and Southwest Washington. HPO has relationships with a number of insurers. Follow instructions on the I.D. card for pre-authorization and claims submission procedures.

EXHIBIT 5

MANAGED HEALTHCARE NORTHWEST, INC.

BASE CONTRACT - FACILITY PROVIDER

This Agreement is effective this 1st day of January, 1998 ("the Effective Date")
by and between Managed HealthCare Northwest, Inc., an Oregon Corporation ("MHN"), and
(hereinafter referred to as "Facility").

- A. MHN enters into agreements with insurers, self-insured employers and other third-party purchasers of health care services to arrange for the provision of health care services under Managed Care Products offered or sponsored by such entities.
- B. MHN and Facility wish to enter into an agreement whereby Facility will provide health care services under such Managed Care Products in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, the parties agree as follows:

- 1. <u>Definitions</u>. For the purpose of this Agreement, the following definitions shall apply:
- 1.1 "Addendum" means an attachment to this Agreement setting forth the reimbursement rates, UM/QM Plan and other provisions applicable to a Managed Care Product.
- 1.2 "Beneficiary" means a person who is eligible to receive benefits for Covered Services under a Beneficiary Agreement.
- 1.3 "Beneficiary Agreement" is a contract or plan underwritten or administered by a Payor which entitles Beneficiary to receive benefits for Covered Services furnished by Provider.
- 1.4 "Covered Services" means all medically necessary services and supplies rendered or furnished by Facility to Beneficiaries which are covered benefits under a Beneficiary Agreement.
- 1.5 "Credentialing" is the initial process that verifies a Participating Provider's qualifications for panel membership in accordance with criteria adopted by MHN.
- 1.6 "Included Professional" means an individual health care professional performing Covered Services on behalf of Facility.
- 1.7 "Joint Medical Committee" means the committee composed of Participating Providers that is responsible for addressing issues relating to Utilization Management, such as

developing and implementing a Utilization Management Program, monitoring Participating Provider compliance with the Utilization Management Plan, recommending policy and medical necessity requirements under the Utilization Management Plan, and implementing policies on sanctions and incentives that will effect Participating Providers, and for addressing issues relating to Quality Management, such as developing and implementing a Quality Management Program, monitoring quality of care delivery based on the Quality Management Plan, and recommending corrective actions when quality problems are sustained, and such other duties as may be assigned by the MHN Board of Directors.

- 1.8 "Managed Care Product" means a health care delivery program for which MHN has agreed to arrange for the provision of health care services.
- 1.9 "Participating Providers" ("Providers") means those hospitals and other health care facilities ("Participating Facilities") and individual health care professionals, professional corporations or other entities ("Participating Professionals") that have entered into agreements with MHN to provide health care services to Beneficiaries in accordance with one or more Managed Care Products.
- 1.10 "Payor" means an employer, trust fund, insurer, health maintenance organization or other entity that is responsible, under a Managed Care Product, for payment for Covered Services furnished to Beneficiaries.
- 1.11 "Primary Care Provider" "Case Manager Provider" or "Primary Care Provider Case Manager" (PCP) means a Participating Provider or Included Professional specializing in internal medicine, family practice, general practice, pediatrics, or a women's health care provider who meets clinical and administrative standards determined by MHN and Payor and who elects, prior to the beginning of any calendar year, to be:
 - a) The case manager who:
- Will act as the point of entry to the health care delivery system for the Beneficiary; and
- 2) Will manage all services for the Beneficiary, except selfreferral services, including office care referrals, approval for hospital admissions, use of laboratory, ambulance, and all other ancillary services.
- b) The Provider of a wide range of services to the Beneficiary which services are generally accepted in the community as primary health care, and within the scope of skills of a Primary Care Provider. In addition, the following criteria must be met:
- 1) Provider must advertise in the yellow pages as a Primary Care Provider;
- 2) Provider must have primary care call share with another Participating Primary Care Provider; and

- 3) At least fifty percent (50%) of the Provider's services, or as otherwise, appropriate must be primary care as evidenced by a sampling of the Provider's bills.
- 1.12 "Provider Affairs Committee" means the committee composed of Participating Providers that is responsible for addressing issues related to Managed Care Products of Regence BlueCross BlueShield of Oregon and Regence HMO Oregon, such as making recommendations regarding PPG formation, health care budget allocations, and risk withhold percentages.
- 1.13 "Recredentialing" is the periodic re-evaluation of a Provider's qualifications for panel membership in accordance with criteria adopted by MHN. Recredentialing will include re-evaluation of Provider's privileges, liability history, complaint history, licensure, and performance.
- 1.14 "Supplemental Charges" means co-payments, coinsurance, deductibles and other payments relating to Covered Services for which a Beneficiary is liable under the terms of a Managed Care Product.
- 1.15 "UM/QM Plan" means the utilization management and quality management plan developed for a Managed Care Product and any amendments thereto.

2. Responsibilities of Provider.

- 2.1 Facility will perform the duties and responsibilities set forth in this Agreement and will cause any Included Professional to comply with the terms of this Agreement.
- 2.2 Facility will provide to Beneficiaries those Covered Services that Facility is licensed to provide in accordance with this Agreement and the attached Addenda.
- 2.3 Facility will provide Covered Services in conformity with the health care practices prevailing in the community in which services are rendered and will not discriminate in the type of care rendered because of the source of reimbursement.
- 2.4 Facility has, and will maintain in good standing, licensure or other authorization in the state in which Facility is located and such other government authorizations as may be required under federal law or the law of the state in which Facility renders services. If Facility is a hospital, Facility has and will maintain accreditation by the Joint Commission on Accreditation of Healthcare Organizations. Facility will notify MHN promptly of any loss, probation, restriction or limitation of any such license, government authorization, or accreditation.
- 2.5 Facility will, in rendering services to Beneficiaries, provide a quality of care meeting accreditation and professional standards and will adhere to the standards, rules and regulations of appropriate licensing and accrediting authorities and governmental bodies.

- 2.6 Facility will, upon request by MHN, provide MHN with such authorizations, consents or releases as MHN may request in connection with any inquiry by MHN of any agency or other entity or individual as to Facility's licensure, accreditations or standards of care. Nothing in this Section 2.6 shall require MHN to notify Facility of any inquiry by MHN concerning Facility if MHN determines that Facility's authorization, release or consent is not required.
- 2.7 Facility will cooperate with MHN and the Payor in the investigation and resolution of any complaints by Beneficiaries or Payors concerning Facility or a Participating Provider.
- 2.8 Facility will procure and maintain professional liability insurance coverage in an amount customarily maintained by facilities of comparable size, but not less than one million dollars (\$1,000,000), combined single limit, and comprehensive general liability insurance of not less than one million dollars (\$1,000,000), and will furnish MHN evidence of such coverage upon application for participation and thereafter upon request. Facility will promptly notify MHN of any loss or suspension of such coverage.
- 2.9 Facility will provide Covered Services in accordance with the terms and conditions of the Managed Care Products for which Addenda are attached and will accept payment for such services in accordance with Section 4 of this Agreement and the applicable Addendum.
- 2.10 Facility hereby agrees to participate in the CareMark PPO Managed Care Product as described in the Addendum attached hereto as Addendum A, and in the MHN PPO Managed Care Product as described in the Addendum attached hereto as Addendum B, provided that if Facility wishes to participate only in the Regence HMO Oregon/Health Maintenance of Oregon, Inc., ("Regence HMO Oregon/HMOO") Managed Care Product, or the Preferred Care, Preferred Health Northwest, Blue Advantage, Consumer Advantage, and Oregon Youth Care Managed Care Products, Facility may elect not to participate in CareMark PPO and MHN PPO Managed Care Products.
- 2.11 MHN may from time to time in accordance with policies approved by MHN's Board of Directors invite Facility to participate in additional Managed Care Products by giving notice to Facility, which notice shall include the Addendum relating to such product setting forth the terms and conditions applicable to the product. Facility will have thirty (30) days from the date of such notice in which to accept participation in such additional Managed Care Product by giving written notice of such acceptance to MHN. If Facility accepts participation within thirty (30) days, the additional Managed Care Product will be included under this Agreement and the applicable Addendum will become an attachment to this Agreement. If Facility does not accept participation in any additional Managed Care Product, Facility will not be considered a Participating Facility with respect to such Managed Care Product.
- 2.12 Facility will comply with the requirements of each Managed Care Product with respect to the provision of Covered Services, including administrative requirements and requirements for preauthorization of services and second opinions in cases involving elective

surgery, as set forth in the Addendum for each such Product. Facility will provide all Covered Services in accordance with the UM/QM Plan applicable to the Managed Care Product in which the Beneficiary is enrolled.

- 2.13 In keeping with the objectives of Managed Care Products to provide cost-effective health care services to Beneficiaries, and in order to prevent Beneficiaries from incurring any unnecessary expense as a result of referral to nonparticipating providers, Facility will, except as otherwise provided in this Section 2.13, cause its employed physicians and other providers to refer Beneficiaries only to Participating Providers for health care services, including ancillary services, not customarily rendered by Facility. Facility will cause its employed physicians and other providers to obtain the approval of the Medical Director of MHN or his/her designee before referring a Beneficiary to a provider other than those specified in this Section 2.13 except in cases of emergency, in which case approval of the Medical Director of MHN or his/her designee shall be obtained as soon as practicable after such referral.
- 2.14 Facility will be responsible for verifying that an individual is a Beneficiary under a Managed Care Product and that the services to be provided by Facility are Covered Services in accordance with the procedures established by the Payor.
 - 2.15 Facility will pay a participation fee as follows:
 - 2.15.1 Facility will pay MHN a participation fee ("the MHN Participation Fee") consisting of a percentage of the amounts paid to Facility by Payors for Covered Services rendered under CareMark PPO, MHN PPO and CareMark Comp Managed Care Products. The MHN Participation Fee percentage for each Managed Care Product shall not exceed three-quarters of one percent (0.75%) and shall be set forth in the Addendum for such product.
 - 2.15.2 Facility will be billed by MHN for the MHN Participation Fee on a monthly, quarterly or annual basis. If Facility is billed, Facility shall remit payment within thirty (30) days after billing.
- 2.16 Facility shall pay MHN the membership fee, if required by MHN, in an amount to be established by MHN. Said fee shall be due and payable upon execution of this Agreement by Facility. This Section 2.16 shall not apply to Facility if Facility was a Participating Provider (other than on a provisional or temporary basis) in any MHN Managed Care Product (including the CareMark PPO product) immediately prior to the Effective Date of this Agreement.
- 2.17 If Facility or any Included Professional fails to comply with the applicable UM/QM Plan or other administrative requirements of a Managed Care Product, MHN or a Payor may take corrective action which may include, but shall not be limited to, a warning letter or letter of reprimand, institution of terms of probation or observation or consultation or administrative review requirements as a condition of rendering Covered Services, increase in risk withholding or forfeiture of amounts withheld, denial or reduction of payment or recommendation to the Payor for denial or reduction of payment, or termination of this

Agreement. Corrective action shall be initiated pursuant to policies adopted by MHN's Board of Directors establishing general guidelines for the taking of corrective action or pursuant to the applicable UM/QM Plan or other terms of the applicable Addendum. Whenever reasonably possible, MHN will attempt to educate Facility through the use of a warning letter or other appropriate means prior to taking any other corrective action for Facility's first violation of the UM/QM Plan or other administrative requirements of a Managed Care Product.

- 2.18 Each individual health care professional who will provide Covered Services pursuant to this Agreement must first submit a Credentialing application to MHN or its designee. Facility shall notify MHN of the employment by or association with Facility of any additional health care professional who may provide Covered Services on behalf of Facility, and such individual shall submit a Credentialing application to MHN or its designee promptly after the employment or association commences. MHN reserves the right to suspend or terminate individual health care professionals pursuant to MHN's applicable policies and procedures. Facility shall not provide Covered Services through a health care professional who has been suspended or terminated by MHN.
- 2.19 Facility and all Included Professionals shall comply with MHN's Credentialing and Recredentialing procedures in which MHN will have the sole discretion to accept or reject providers as Participating Providers. In all events, MHN will have the right to terminate a Participating Provider's participation for failure to comply with MHN's Credentialing and Recredentialing procedures.
- 2.20 Facility will notify MHN promptly of the termination of any Included Professional's employment or other association with Facility. Any Included Professional whose employment by or association with a Participating Facility terminates will be responsible for applying to MHN for designation as either a Participating Provider or an Included Professional of another Participating Provider if the professional wishes to continue to provide services under MHN's Managed Care Products.

3. <u>Duties and Responsibilities of MHN</u>.

- 3.1 MHN shall enter into agreements with Payors to arrange for the provision of services by Participating Providers under Managed Care Products. Such agreements shall require the Payor to perform the duties and responsibilities described in this Agreement applicable to such Payor. Upon entering into an agreement with an additional Payor with respect to any Managed Care Product in which Facility is a participant, MHN will notify Facility of the name, address, telephone number and other pertinent information concerning the Payor. If the agreement between MHN and a Payor is terminated for any reason including failure by or inability of the Payor to pay for services furnished by Facility or to comply with any other terms and conditions of such agreement, MHN will immediately notify Facility and will amend the applicable Addendum to delete the name of the payor or, if appropriate, terminate the Addendum if the Payor is the sole Payor for that product.
- 3.2 MHN will require that each Payor provide Beneficiaries with identification cards or provide some other means by which Participating Providers may identify

persons as Beneficiaries and establish procedures whereby Participating Providers may verify that an individual is a Beneficiary and that services rendered or to be rendered are Covered Services.

- 3.3 MHN, in cooperation with Payors, will prepare and disseminate or cause to be prepared and disseminated to Beneficiaries and others at least once per year a directory or a listing that shall set forth information including the name and address of Facility and the availability of Covered Services from Facility.
- 3.4 Except as otherwise permitted or required pursuant to the applicable UM/QM Plan, MHN will not intervene in the rendition of professional services by Facility.
- 3.5 MHN shall select practitioners and institutional facilities to become Participating Providers in accordance with Credentialing standards adopted by MHN. MHN, in consultation with the Payors shall determine the number, specialties and geographic distribution of providers needed for each Managed Care Product, and MHN shall invite providers to participate on the basis of such determinations. MHN shall enter into agreements with those practitioners and institutional facilities selected as Participating Providers.
- 3.6 MHN shall maintain professional liability insurance in the amount of five million dollars (\$5,000,000), combined single limit, and comprehensive general liability insurance in the amount of one million dollars (\$1,000,000).
- 3.7 MHN will advise Participating Providers of the billing and other administrative requirements for Managed Care Products and shall update such information as necessary from time to time. MHN shall make reasonable efforts to simplify the billing and other administrative requirements applicable to Participating Providers and to establish uniform billing and administrative requirements for all Managed Care Products. MHN shall consult with Participating Providers with respect to the development or implementation of such requirements.
- 3.8 MHN shall make reasonable efforts to assist in the resolution of any dispute between Facility and a Payor concerning payment for Covered Services.
- 3.9 MHN shall market the services of Participating Providers to brokers, third-party administrators and potential Payors in accordance with marketing plans developed by MHN.
- 3.10 MHN will review annually the reimbursement rates for each Managed Care Product. MHN will use its best efforts to ensure that the reimbursement rates are set forth clearly in the Addenda for the Managed Care Products. MHN will use its best efforts to negotiate reimbursement rates that fairly compensate Participating Providers for services rendered.
- 3.11 MHN will use its best efforts to ensure that all amounts withheld pursuant to risk-sharing arrangements for any Managed Care Product are administered by the Payor in accordance with the terms of the product.

3.12 MHN will not terminate or suspend a Participating Provider or Facility that is practicing in conformity with community standard for duty of care solely for advocating a decision, policy or practice.

4. Payment for Covered Services.

- 4.1 Facility will seek payment from the applicable Payor for Covered Services. MHN will not be responsible for payment for any services furnished to Beneficiaries under any circumstances.
- 4.2 Facility may bill the Payor for Covered Services at Facility's usual and customary rates, but Facility will accept as payment in full for Covered Services rendered pursuant to this Agreement the reimbursement amounts described in the Addendum for the Managed Care Product in which the Beneficiary is enrolled and will not bill the Beneficiary for the difference, if any, between the amount received from the Payor and Facility's charges for the Covered Services rendered. The amounts described in the applicable Addendum may be subject to adjustment in accordance with the risk-sharing plan, if any, applicable to such Managed Care Product as set forth in the Addendum for the Managed Care Product.
- 4.3 Facility will bill Beneficiaries for any applicable Supplemental Charges. Facility may bill Beneficiaries for non-Covered Services and may collect from available primary or secondary insurance or other third parties responsible for payment. The requirements for collecting from other primary or secondary insurance with respect to a Beneficiary are described in the Addendum for the applicable Managed Care Product. Facility will cooperate with MHN and Payors in the coordination of benefits.
- 4.4 Facility shall not be entitled to payment from the Payor for any Supplemental Charges, non-Covered Services or Covered Services that are not rendered in accordance with the appropriate UM/QM Plan or other requirements applicable to the provision of such services, including billing requirements described in the applicable Addendum.
- 4.5 The reimbursement amounts for each Managed Care Product will be reviewed annually by MHN, and MHN will enter into negotiations with Facility at least 120 days prior to the applicable renewal date for each Managed Care Product with respect to the reimbursement amounts for each product to be in effect for the coming year beginning either January 1 or July 1, as applicable. The renewal date for each Managed Care Product shall be set forth in the Addendum for such product. If Facility and MHN reach agreement within sixty (60) days on the reimbursement amounts that will be in effect for any Managed Care Product for the coming year, such amounts shall be in effect beginning January 1 or July 1, as applicable, and MHN will give notice to Facility of the amounts agreed upon six (60) days prior to the applicable effective date. If Facility and MHN are unable to reach agreement as to the reimbursement amounts for any Managed Care Product within sixty (60) days after negotiations begin, then either MHN or Facility may terminate the Addendum for such Managed Care Product upon sixty (60) days written notice to the other party, and Facility's

status as a Participating Provider for such product will terminate sixty (60) days after the giving of such notice.

- 4.6 Facility will submit bills for Covered Services to the Payor or its designee within sixty (60) days following the provision of the services or discharge of the patient if the Payor is the primary carrier, and within one (1) year if the Payor is the secondary carrier, in accordance with the billing and other administrative procedures applicable to the Managed Care Product. Facility will submit bills utilizing a recognized standard billing form, such as the UB-92 or a substantially similar form, and will include the authorization number assigned by MHN or Payor for those services for which preauthorization is required, and will include the ICD-9-CM diagnosis codes and CPT-4 procedure codes applicable to the Covered Services provided and such additional supporting data as the Payor or its designee may reasonably require. Each bill will describe the services rendered with sufficient particularity to enable the Payor or its designee to reasonably determine whether or not such services are Covered Services.
- 4.7 MHN's agreements with Payors shall require the Payor to pay Facility for Covered Services within thirty (30) days after receipt of a "completed" claim. For the purposes of this Section 4.7, a claim is "completed" when all the data necessary to identify the Facility, the Beneficiary and the Covered Services have been provided to the Payor and the Beneficiary is determined by the Payor to be eligible for benefits in accordance with the applicable Managed Care Product.
- 4.8 Facility will refund promptly to the applicable Payor any overpayment received by Facility due to error, coordination of benefits or third-party payment which results in duplicate or excessive payment for Covered Services.
- 4.9 The payment rate for any Covered Service for which no rate has been established in the Addendum for the applicable Managed Care Product shall be negotiated by MHN and Facility, and the Payor shall be advised of the rate so negotiated.
- 4.10 Payment for Covered Services furnished to Beneficiaries who were admitted to Facility as inpatients prior to the Effective Date of this Agreement and who continue to be inpatients on or after that date as a result of such admission shall be made at Facility's usual and customary rates or such other rates as may have been agreed upon by Facility at the time of admission, and shall not be made pursuant to the reimbursement rates hereunder. Payment for Covered Services furnished to Beneficiaries who are inpatients on the date this Agreement terminates and who remain inpatients after such date will be made in accordance with the reimbursement rates as set forth in the Addendum for the Beneficiary until the Beneficiary is discharged. If Facility is required to continue to provide services pursuant to the Section 11.2.3 of this Agreement, the foregoing sentence shall apply to any Beneficiaries who are inpatients on the date the continuation of service requirement terminates.
- 5. <u>Use of Name</u>. MHN and Payors will have the right to use the name, address and telephone number of Facility in a directory of Participating Providers which shall be used by MHN and Payors for purposes of informing Beneficiaries and prospective Beneficiaries of the identity of Participating Providers and otherwise carrying out the terms of this Agreement.

Facility will have the right to use the name "Managed HealthCare Northwest, Inc." and the name of any Managed Care Product for the purpose of informing Beneficiaries and prospective Beneficiaries that Facility is a Participating Provider in MHN and such Managed Care Product. Except as provided in this Section 5, Facility will not use any name, symbol, trademark or service mark of either MHN, a Payor or a Managed Care Product without the prior written consent of MHN or the Payor, as applicable, and will cease any such usage upon written notice or upon termination of this Agreement, whichever is sooner.

6. Proprietary Information.

- Facility recognizes and agrees that all materials relating to Managed Care Products, including terms and conditions contained in the Addenda relating to Managed Care Products, compensation schedules and any other confidential information in whatever form, including that marked "confidential" by MHN or a Payor, are confidential trade secret information of MHN or the Payor. Facility shall maintain the confidentiality of such documents and shall make such information available to others performing services on Facility's behalf only as necessary to render such services. Facility agrees to safeguard such information against unnecessary disclosure and to accord such information the same protections as Facility uses with respect to Facility's own proprietary information or trade secrets. Facility agrees to return all copies of such documents upon the termination of this Agreement. If Facility is served with any subpoena or other compulsory judicial or administrative process calling for production of such information, Facility will immediately notify MHN so that MHN may take such action as it deems necessary to protect its interests or those of the Payor. The provisions of this Section shall continue in effect notwithstanding the termination of this Agreement. The parties acknowledge that breach of this section shall result in irreparable harm.
- 6.2 MHN agrees that the information furnished to MHN by Facility in the Credentialing application of Facility or any Included Professional, or any update thereto, as well as information provided pursuant to the Credentialing and Recredentialing processes of MHN and/or the Payor, shall be confidential and MHN agrees to use reasonable efforts not to disclose such information except as follows without the consent of Facility:
 - 6.2.1 MHN may disclose such information in connection with verification of any information contained in the Credentialing application or any update application or in connection with any consideration or proceeding by MHN involving a Provider's qualifications or eligibility for participation.
 - 6.2.2 MHN may disclose such information to the extent authorized by Section 5 of this Agreement.
 - 6.2.3 MHN may disclose any such information which it is authorized or required to disclose by any law, rule, regulation, administrative ruling or request for information, judicial decision, subpoena or other process, or any provision of this Agreement.

- 6.2.4 MHN may disclose such information to Payors as pertains to the quality improvement activities of Payors, including but not limited to the Credentialing and Recredentialing process.
- 7. <u>Relationships</u>. In performing their respective obligations under this Agreement, MHN and Facility each shall be at all times an independent contractor as to the other and shall not be an employer, employee, principal or agent of the other.
- 8. <u>Utilization Management/Quality Management Plans</u>. The UM/QM Plan applicable to each Managed Care Product shall be included in the Addendum for such product. Facility shall review and become familiar with the terms of the applicable UM/QM Plan prior to providing Covered Services to Beneficiaries. Facility will cooperate in the implementation of the UM/QM Plans.

9. Medical Records/Information.

- 9.1 Facility will maintain all information contained in the medical records of Beneficiaries and information received by Facility relating to Beneficiaries in accordance with applicable laws regarding confidentiality and disclosure. Facility will grant MHN, a Payor or their designees access to such medical record information as may be required by MHN or the Payor, provided that if consent of the Beneficiary is required by law, such consent shall be obtained by Facility and furnished to MHN, Payor, or their designees.
- 9.2 Facility will adopt and implement procedures for the sharing of medical records with Participating Providers and others to the extent necessary to insure continuity of care pursuant to the consent of the Beneficiary if required for the release of the records.
- 9.3 Facility will provide MHN, a Payor or their designees access, at all reasonable times and upon reasonable request, to the books, records and documents of Facility relating to the provision of Covered Services for which Facility has submitted a bill, the cost of or charges for the services by Facility and the payments received by Facility from Payors, Beneficiaries or others on their behalf without charge. Whenever possible and reasonable, MHN, the Payor or their designees will review records on site in order to avoid the need for duplication of records by Facility. This Section 9.3 shall apply only to requests for records regarding individual patients; in the case of requests for records for the purpose of UM/QM or other surveys or studies, MHN and Facility shall negotiate a reasonable payment for the costs of retrieving and, if necessary, copying the records.
- 9.4 Facility agrees to provide MHN, a Payor or their designees access to, and/or copies of, all records necessary to process bills and to comply with the provisions of the UM/QM Plan at no charge.
- 9.5 MHN will grant Facility or its designees access, at all reasonable times and upon reasonable request, to the books, records and documents of MHN relating to the provision of Covered Services for which Facility has submitted a bill, the cost of or charges for the services by Facility and the payments received by Facility from Payors, Beneficiaries or others on their behalf.

10. Regulatory Compliance.

- 10.1 Facility will retain such records and provide such information to MHN, a Payor or such agencies of federal, state and local governments as may be necessary for compliance by MHN and the Payor with applicable provisions of law. The obligations of Facility under this Section 10.1 shall not be terminated upon the termination of this Agreement but shall continue after the date of termination hereof. Facility shall keep and maintain all such records for a period of at least seven (7) years in the case of medical records and four (4) years in the case of all other records related to the provision of services under this Agreement or the cost or charges therefor.
- 10.2 Any amendments to applicable law will, when effected, automatically become a part of this Agreement, and in the case of any inconsistency, applicable law will prevail over any provision of this Agreement.

11. Term; Termination.

11.1 The term of this Agreement will begin on the Effective Date set forth above. Thereafter, this Agreement will continue in effect until terminated in accordance with this Section 11.

11.2 This Agreement may be terminated as follows:

- 11.2.1 If either party commits a material breach of this Agreement, the other party may commence to terminate this Agreement by giving written notice to the party committing the breach stating its intention to terminate and stating with particularity the alleged breach. If the breach is not cured within thirty (30) days after the notice is given, the other party may terminate this Agreement immediately upon written notice.
- 11.2.2 If either party loses its license or otherwise becomes legally disqualified or disqualified pursuant to the terms of this Agreement or a Managed Care Product to conduct the activities contemplated by this agreement or is adjudicated bankrupt, becomes insolvent, has a receiver of its assets or property appointed, makes a general assignment for the benefit of creditors, or institutes or causes to be instituted any procedure for reorganization or rearrangement of its affairs, the other party may terminate this Agreement immediately upon written notice. In particular, MHN may terminate Facility's or Included Professional's failure to comply with or meet the Credentialing or Recredentialing requirements of MHN. In this case, Facility's or Included Professional's participation may terminate immediately upon written notice, or upon thirty (30) days written notice, at the discretion of MHN.
- 11.2.3 Either party may terminate this Agreement upon (60) days' written notice to the other party. If Facility terminates this Agreement