

**RESOLUTION NO. 291**

WHEREAS, Section 5-306 of the Fire and Police Disability, Retirement and Death Benefit Plan (Plan) authorizes the Board of Trustees (Board) to limit reimbursement for medical and hospital expenses to providers with which it has made fee arrangements, and

WHEREAS, Section 5-306 of the Plan authorizes the Board to join with the City in purchasing medical and hospital services, and

WHEREAS, the City offers the Kaiser Foundation Health Plan of the Northwest (Health Plan) as one of several medical plan options available to City employees, including Fire and Police Personnel, and

WHEREAS, the Board and Health Plan, doing business as Kaiser MCO, wish to provide managed medical and dental care services to Plan members with work-related illnesses or injuries, and

WHEREAS, an appropriate form of agreement authorizing Plan members to obtain managed medical and dental care services for their work-related illnesses or injuries from Kaiser MCO, at fees specified in the agreement, was approved by the Board pursuant to Resolution 289 for a term which expired on December 31, 1996, and

WHEREAS, the Board wishes to extend the term of that agreement through January 1, 1998.

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Fire and Police Disability and Retirement Fund that the Fund Administrator is hereby authorized and directed to execute, on behalf of the Board, an Agreement substantially in accordance with the form of Agreement attached hereto as Exhibit "A".

ADOPTED by the Board of Trustees on the 14<sup>th</sup> day of January, 1997.

  
Edwin L. Freeman  
Fund Administrator



**AGREEMENT**

**FOR MANAGED HEALTH CARE SERVICES**

This is an Amendment to the Contract for Managed Health Care Services between Kaiser Foundation Health Plan of the Northwest, hereinafter known as KFHP, and CITY OF PORTLAND, FIRE & POLICE DISABILITY AND RETIREMENT FUND dated October 17, 1995. The parties agree to amend the Agreement as follows:

- 1. The term of the Agreement is extended through January 1, 1998.

All other terms and conditions of the above referenced Agreement shall remain unchanged and in full force and effect.

Signatures:

**KAISER FOUNDATION HEALTH PLAN  
OF THE NORTHWEST**

\_\_\_\_\_  
Denise L. Honzel  
Vice President and Health  
Plan Manager

Date \_\_\_\_\_

**FIRE & POLICE DISABILITY AND  
RETIREMENT FUND**

*[Signature]*  
\_\_\_\_\_

Date 1.14.97

Title First Administrator

**APPROVED AS TO FORM**

*WR Salby*  
\_\_\_\_\_

**AGREEMENT  
FOR MANAGED HEALTH CARE SERVICES  
BETWEEN  
KAISER FOUNDATION HEALTH PLAN OF THE NORTHWEST  
AND  
FIRE & POLICE DISABILITY AND RETIREMENT FUND**

**AGREEMENT  
FOR MANAGED HEALTH CARE SERVICES  
BETWEEN  
KAISER FOUNDATION HEALTH PLAN OF THE NORTHWEST  
AND  
FIRE & POLICE DISABILITY AND RETIREMENT FUND**

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**AGREEMENT  
FOR MANAGED HEALTH CARE SERVICES  
BETWEEN  
KAISER FOUNDATION HEALTH PLAN OF THE NORTHWEST  
AND  
FIRE & POLICE DISABILITY AND RETIREMENT FUND**

This is an agreement between Fire & Police Disability and Retirement Fund (Fund), an agency of the City of Portland, and Kaiser Foundation Health Plan of the Northwest ("Health Plan"), an Oregon nonprofit corporation. Health Plan is a Managed Care Organization ("MCO"), doing business as Kaiser On-the-Job ("Kaiser MCO").

**WHEREAS:**

A. Health Plan, as Kaiser MCO, wishes to provide managed medical and dental care services to injured or sick Fund members who are Health Plan members ("Member" or "Members") enrolled under Group Medical and Hospital Service Agreements ("Membership Agreements").

B. Fund wishes Health Plan, as Kaiser MCO, to:

- (i) provide managed medical and dental care services to injured or sick Fund members;
- (ii) reduce the cost of medical care; and
- (iii) reduce the incidence of inappropriate services.

C. Fund and Kaiser MCO wish to cooperate to improve the cost-effectiveness and quality of care provided to injured or sick Fund members.

**THEREFORE, BASED ON THE FOREGOING, HEALTH PLAN AND FUND AGREE AS FOLLOWS:**

**1. COVERED SERVICES.**

Kaiser MCO will provide or arrange for managed medical and dental services ("Covered Services") for Members and Non-health Plan Member workers (Non-Member Workers) in accord with the terms and conditions of this Agreement. All Covered Services will be provided consistent with prevailing standards of medical care and prevailing utilization and treatment standards. Kaiser MCO will cooperate with Fund and use best efforts to improve the cost-effectiveness of Covered Services and to prevent inappropriate services.

## 2. KAISER MCO WILL PROVIDE OR ARRANGE SERVICES.

2.1 Health Plan, as Kaiser MCO, will provide or arrange for services to Members and Non-Member workers under this Agreement through contracts with: (a) Northwest Permanente, P.C., Physicians & Surgeons ("Medical Group"), (b) Permanente Dental Associates ("Dental Group"), (c) Kaiser Foundation Hospitals ("KFH"), (d) other community providers, under contract with Kaiser MCO ("MCO Contract Providers"). Unless otherwise provided in this Agreement, the providers (including MCO Contract Providers) set forth in this Section 2 are, for the purposes of this Agreement, participating medical providers, and will be referred to individually as a "MCO Provider", and collectively as "MCO Providers". Other medical providers who are not participating medical providers of Kaiser MCO will be referred to in this Agreement as "non-MCO Providers."

2.2 Kaiser MCO shall select and retain MCO Providers in accord with its provider credentialing standards and procedures. Kaiser MCO shall determine the appropriate number, specialties and geographic distribution of MCO Providers. Kaiser MCO may refuse to admit a medical provider as a MCO Provider, or may remove a MCO Provider, subject to the MCO rules and Kaiser MCO's policies and procedures. Kaiser MCO shall notify Fund within thirty (30) calendar days of all additions to and deletions from its MCO Provider list.

## 3. ELIGIBILITY.

3.1 Kaiser MCO will provide or arrange Covered Services to (a) Health Plan Members, or (b) non-Health Plan Member workers ("Non-Member Workers") as set forth in Section 7 of this Agreement who are covered by Fund. Within thirty (30) days from the execution of this Agreement, Fund will provide Kaiser MCO with a list of names and addresses of Members and Non-Member workers initially entitled to Covered Services under this Agreement.

3.2 Kaiser MCO will identify and notify Members whose Health Plan membership is terminated ("Terminated Member"). Kaiser MCO will provide Covered Services to any Terminated Member and will bill Fund for Covered Services rendered to such Terminated Member until written notice by Fund that the Terminated Member is not eligible to receive Covered Services from Kaiser MCO. If Fund wants to transfer the Terminated Member's care to another MCO or another Provider, Fund must notify Kaiser MCO in writing of such transfer and Fund will be responsible to obtain, and provide proof thereof to Kaiser MCO of the Terminated Worker's written consent prior to Kaiser MCO's transfer of the Terminated Member's care, or release of the Terminated Member's medical records.

3.3 Health Plan will be responsible for the care of any Member whose work-

injury or illness claim is denied until the effective date of termination of the Member's Health Plan membership. Fund will immediately notify Kaiser MCO in writing upon denial of a Member's claim for work-related injury or illness benefits. Upon denial of a Terminated Member's claim, any services rendered to a Terminated Member related to the denied claim will be billed directly by Kaiser MCO to the Terminated Member as set forth in Appendix D, Section 2 (d).

3.4 Subject to the limitations under the Member's Membership Agreement, Health Plan will arrange treatment for sick or injured Non-Member Worker: (a) in an emergency; or (b) who are referred by Fund or (c) who refer themselves to Kaiser MCO.

#### 4. LOCATION OF SERVICES.

Kaiser MCO will arrange for Covered Services to be provided in medical and dental offices and clinics owned or leased by Health Plan, in hospitals owned and operated by KFH or under contract with KFH, or in the offices of MCO Providers under contract to Health Plan. These facilities are within Kaiser MCO's geographical approved service area as described in Appendix A. A list of Kaiser MCO's facilities is attached as Appendix B.

#### 5. ATTENDING PHYSICIANS.

Except as otherwise provided in this Agreement, Kaiser MCO may designate as attending physicians ("Attending Physicians") only individuals who are MCO Providers. Kaiser MCO may designate only one Attending Physician for a Member at a time. The Attending Physician will manage all aspects of the Member's care, including monitoring and overseeing medical care provided by other Providers.

#### 6. TREATMENT PLAN.

Covered Services under this Agreement shall be carried out under a treatment plan which is supported by objective findings and anticipated results.

#### 7. TREATMENT OF SICK MEMBERS AND NON-MEMBER WORKERS.

7.1 Kaiser MCO will arrange for initial treatment to injured and sick Members and Non-Member workers within twenty-four (24) hours of injury or illness.

7.2 Fund may refer a sick or injured Member or Non-Member Worker to Kaiser MCO for care by a MCO Provider.

7.3 Members and Non-Member Workers may refer themselves to a MCO Provider.

**8. PAYMENT AND BILLING.**

8.1 For services arranged or provided by Kaiser MCO under this Agreement, Fund will compensate MCO Providers at rates not to exceed the rates in the Oregon fee schedule for workers' compensation-covered injuries and illnesses as set forth in Appendix C. .

8.2 MCO Providers will submit all bills to Kaiser MCO, which will bill Fund except for MCO Contract Providers, who will bill and be paid by Fund directly. All billing will be in accord with the terms and conditions set forth in Appendix D.

**9. KAISER MCO ADMINISTRATOR.**

Kaiser MCO will designate a MCO Administrator to handle all correspondence and medical bills and administer Kaiser MCO's dispute resolution process as set forth in Section 13 of this Agreement. The MCO Administrator will be responsible for retroactive review of services provided by MCO Providers, except as set forth in Sections 11 and 12 of this Agreement. The MCO Administrator will receive an advisory copy of all MCO Provider bills.

**10. CLAIMS MANAGEMENT.**

Subject to all applicable state and federal statutes and regulations, and the terms and conditions of this Agreement, Fund retains all rights to process, review, approve, or deny the claims of Members. Fund shall endeavor to process such claims as expeditiously as possible. In most cases, Fund will attempt to accept or deny claims within thirty (30) days of its receipt. Fund shall promptly provide written notice of its decision to accept or deny the claim to the Attending Physician and to Kaiser MCO, with copies of all related documents, and will advise the Attending Physician and Kaiser MCO of any subsequent change in the acceptance or denial of claims. Kaiser MCO shall contact Julie Sidebotham for all claims management issues.

**11. MEDICAL MANAGEMENT.**

11.1 Except as otherwise expressly provided in this Agreement and subject to applicable state and federal laws, Kaiser MCO retains all rights to provide or arrange for the management of all medical and dental care to Members and Non-Member workers under this Agreement, including determining issues and procedures with MCO Providers.

11.2 Fund and Kaiser MCO will cooperate to resolve problems identified by either party related to this Agreement or any aspect of a Member's and Non-Member workers medical or dental care. Fund and Kaiser MCO will respond on a timely basis to any inquiry from one party to another regarding this Agreement.

11.3 Kaiser MCO will use best efforts to insure that MCO Providers

comply with all their duties and responsibilities as set forth in this Agreement or under applicable state and federal statutes and regulations.

11.4 Kaiser MCO will provide a physician/nurse team to work directly with Fund regarding medical issues, and the physician/nurse team will conduct site visits upon request of Fund.

## 12. QUALITY MANAGEMENT AND UTILIZATION REVIEW.

12.1 Kaiser MCO will maintain at all times during the term of this Agreement a quality management and utilization review ("QM/UR") program which shall meet all applicable state and federal licensure and certification requirements and any applicable standards of the Joint Commission on Accreditation of Healthcare Organizations ("JCAHO"). Kaiser MCO agrees to participate in all applicable QM/UR activities conducted by regulatory and accrediting agencies.

12.2 Kaiser MCO will provide Fund with copies of its current QM/UR plans upon execution of this Agreement, and will provide Fund with written updates and amendments of such plans so that Fund has at all times during the term of this Agreement Kaiser MCO's current QM/UR plans.

12.3 Kaiser MCO will utilize an established Occupational Health Quality Management Program to enhance quality of care of Members. Fund and Kaiser MCO agree that MCO Providers must professionally and ethically assess each Member's medical condition on an individual basis. However, Kaiser MCO will provide suggested treatment protocols as a guide.

12.4 Kaiser MCO will use best efforts to ensure that MCO Providers will, whenever possible, give preference to the least costly alternative that shall assure quality care and that will return Members and Non-Member workers to work at the earliest possible time. Kaiser MCO shall cooperate with and assist Fund in its early return to work and vocational assistance efforts. Kaiser MCO shall complete or review physical capability questionnaires upon request by Fund.

12.5 Subject to applicable state and federal laws and regulations, Kaiser MCO will use its best efforts to ensure that MCO Providers treat Members and Non-Member workers in the same manner, with the same kinds and amounts of services and time-loss/off-work authorizations as similarly situated patients without work-related injury or illness.

12.6 To facilitate prompt claims processing, Kaiser MCO will use its best efforts to ensure that its Attending Physicians will promptly arrange the scheduling (and in the case of missed appointments, the rescheduling) of Member's and Non-Member worker's medical follow-up appointments.

12.7 Kaiser MCO will use its best efforts to ensure that MCO Providers

prescribe generic drugs unless the MCO Provider believes (a) that the generic drug is not therapeutically equivalent, or (b) the medical condition of the patient warrants the use of a brand name drug.

12.8 MCO Providers shall promptly notify Fund if a Member or Non-Member worker refuses reasonable options for medical care or ignores medical advice reasonably essential to the process of recovery, or requests suspension of Covered Services. Kaiser MCO will give Fund prompt notice after a Member or Non-Member worker misses three (3) regularly scheduled appointments with the Attending Physician, or any other treatment or therapy program.

12.9 Kaiser MCO will perform pre-admission review for medical necessity of elective inpatient admissions, including elective surgical procedures.

12.10 Kaiser MCO will seek pre-authorization from Fund for all inpatient or outpatient surgical procedures.

12.11 Kaiser MCO shall respond to request by Fund for narrative reports in a timely manner.

12.12. Kaiser MCO will investigate and respond promptly to all quality issues and will work with Fund to resolve such issues in the best interest of Members and Non-Member workers..

### 13. DISPUTE/COMPLAINT RESOLUTION.

13.1 The Kaiser MCO Administrator will manage Kaiser MCO's internal and external dispute and problem resolution program and assist in the resolution of problems and complaints of Members and Non-Member workers, MCO Providers and non-MCO Providers, and Fund. Any disputes or complaints regarding Covered Services will be resolved in accord with Kaiser MCO's internal dispute resolution process.

13.2 Fund will promptly notify Kaiser MCO of receipt of any request for medical records, notice of claim, or letter from an attorney regarding Members or Non-Member Workers, or complaints from Members or Non-Member workers regarding services provided or arranged by Kaiser MCO or Health Plan under this Agreement. Kaiser MCO will promptly notify Fund of receipt of any such requests, notices or letters regarding any work-related injury or illness services provided to Members and Non-Member workers by Kaiser MCO or by Health Plan under this Agreement.

13.3 When any Members or Non-Member Worker's complaint is brought to the attention of Fund or Kaiser MCO, the parties will cooperate through their respective MCO Administrators to investigate complaints promptly and to use their best efforts to resolve complaints in an expedient, fair and equitable manner. Such cooperation will include, but not be limited to, meeting with each other, providing information bearing on the complaint, and

taking all reasonable actions necessary to resolve the Member's or Non-Member worker's complaint.

13.4 The party receiving notice of a professional liability claim will immediately notify the other party if a claim is filed or asserted in connection with the provision of work-related injury or illness services provided under this Agreement. Kaiser MCO shall provide Fund with copies of any narrative or litigation reports provided to a Member's or Non-Member Worker's attorney.

13.5 Any discipline by Kaiser MCO of a MCO Provider is within the sole discretion of Kaiser MCO. Kaiser MCO will provide Fund with copies of any Kaiser MCO Provider disciplinary guidelines.

13.6 Fund shall provide notice of claim settlement agreements to the Attending Physician and to Kaiser MCO thirty (30) days subsequent to execution of such agreements.

#### 14. CONFIDENTIALITY.

14.1 All Member or Non-Member Worker medical information, or other information concerning any matter relating to, collected or obtained by Kaiser MCO (or its officers, directors, employees, or agents), or exchanged among Kaiser MCO, Health Plan or MCO Providers, and Fund (or its trustees, employees, or agents), will be treated in a confidential manner, and in compliance with applicable state and federal laws. Health Plan, Kaiser MCO and Fund agree to keep all quality assurance, peer review and professional staff activity information strictly confidential and will use such information only in connection with and as part of formal quality assurance and peer review programs established in accord with state or federal laws and JCAHO requirements. Fund agrees also to maintain the confidentiality of Health Plan membership enrollment information, and to prevent the unauthorized disclosure of any such information and records.

14.2 Fund shall not have access to nor will it have the right to review any patient medical record of any Member or Non-Member Worker except where necessary to determine and approve Covered Services rendered under this Agreement. The discussion, transmission, or narration in any form to any person of any patient information of a personal nature, medical or otherwise, is forbidden, except where necessary for Kaiser MCO to provide or arrange Covered Services and to allow Fund to determine coverage hereunder.

14.3 Kaiser MCO may disclose any information regarding Fund to Health Plan or MCO Providers, provided those organizations or entities do not disclose any such information to organizations or entities that are not part of the Kaiser Permanente Medical Care Program or affiliated with Kaiser MCO.

14.4 Neither party shall disclose the substance of this Agreement or any information acquired from the other party during the course of or pursuant to this Agreement to any third party unless required by law or authorized by the other party.

14.5 This Section does not apply to information (a) required by law to be disclosed or to be provided to government agencies and organizations, (b) required by JCAHO or other accreditation organizations, (c) disclosed in legal or government administrative proceedings, (d) disclosed through no fault of the party with the obligation not to disclose, or (e) which is or becomes part of the public domain through no fault of either party hereto.

14.6 Any material breach of the terms of the covenant regarding confidentiality set forth in this Section shall be deemed a material breach of this Agreement. Furthermore, in the event of a material breach or threatened material breach by either party of this covenant, the other party shall be entitled to an injunction restraining such defaulting party from disclosing, in whole or in part, any confidential information. Nothing herein shall be construed as prohibiting either party from pursuing any other remedy available for such breach or threatened breach, including the recovery of damages, costs and reasonable attorneys fees.

**15. AUTHORIZATION OF TEMPORARY DISABILITY.**

Only Attending Physicians shall authorize time loss.

**16. PUBLIC RELATIONS AND MARKETING.**

16.1 With the assistance and cooperation of Fund, Kaiser MCO will be responsible for disseminating all Kaiser MCO information to Members or Non-Member workers. Kaiser MCO will provide literature to Fund and to Members and Non-Member workers regarding Kaiser MCO, Covered Services, and procedures for obtaining care and treatment of work-related injuries and illnesses. Kaiser MCO will provide Members and Non-Member workers with information packets at least thirty (30) days subsequent to the effective date of the Agreement which will contain telephone numbers of Kaiser MCO's facilities, addresses and schedules of industrial medicine facilities and clinics, and information about receiving care from Kaiser MCO for work-related injuries or illnesses. MCO Provider lists will be provided to Fund at least thirty (30) days subsequent to the effective date of the Agreement. If material changes (including rates and benefits, emergency medical and dental care procedures, MCO Provider lists, or changes in the geographical service area) made by Kaiser MCO affect any such literature or information packets, Kaiser MCO will notify Fund and Members and Non-Member workers promptly of the changes and will update such materials within a reasonable time. Fund and Kaiser MCO shall cooperate in the dissemination of information about MCO to Fund's members.

16.2 Fund agrees that Health Plan and Kaiser MCO may reveal Fund's name, address and telephone number to current and potential Members and Non-Member workers, and to current and potential MCO Contract Providers, in describing Health Plan benefits, Kaiser MCO's services and the Kaiser Permanente Medical Care Program, and that Kaiser Permanente may reveal Fund's name, address and telephone number to Kaiser Permanente's other employers to facilitate marketing, referrals, and subscriptions.

16.3 With Fund's prior written consent, Health Plan and Kaiser MCO may use Fund's name, address and telephone number and a factual description of its contractual relationship with Kaiser MCO and Kaiser MCO's services provided to Fund, in advertisements and promotional materials, and in Kaiser MCO's and Health Plan membership handbooks and other information provided to Employers, Members and Non-Member workers, MCO Providers, and other work-related injury insurers. Such consent will not be unreasonably withheld.

16.4 Except as provided herein, neither Kaiser MCO nor Health Plan will publish Fund's name in any literature without Fund's consent. Such consent will not be unreasonably withheld.

16.5 Except as provided herein, Health Plan, Kaiser MCO and Fund each reserves to itself the right to and the control of the use of its names, symbols, trademarks or service marks presently existing or later established and neither party will use the other party's names, symbols, trademarks or service marks in any advertising or promotional material, or in any other similar manner, without the prior written consent of that party.

16.6 Fund agrees that except as otherwise provided herein, it will not use Kaiser MCO's, Kaiser Foundation Hospitals, Medical Group's or Health Plan's name or the name "Kaiser Permanente", or use the names of MCO Contract Providers, in any manner or publish such names in any literature or other publication without the prior review and written approval of Health Plan's Public Affairs Manager. Such approval will not be unreasonably withheld.

16.7 Health Plan and Fund will consult with each other regarding any non-routine issue pertinent to Kaiser MCO, Health Plan, Fund, Kaiser Permanente, Members or Non-Member workers, or MCO Providers, giving rise to media interest or public relations concern, and will cooperate in developing any statements or press releases in connection with any such non-routine issues.

## 17. HEALTH PLAN AND FUND'S BENEFITS DETERMINATION AND ADMINISTRATION.

Health Plan is responsible for administration of Members' benefits and will communicate with Members regarding their Health Plan coverage, including denial or discontinuation of benefits. Fund will refer all inquiries from Members about their Health Plan

coverage to Health Plan. Fund is responsible for administration of Members' disability benefits and will communicate with Members and Non-Member workers regarding their compensable injuries or illnesses, including denial or discontinuation of coverage. Health Plan and Kaiser MCO will refer all inquiries from Members and Non-Member workers about their disability coverage to Fund.

**18. TERM AND TERMINATION.**

The initial term of this Agreement is from the date of execution hereof to December 31, 1996. Either Kaiser MCO or Fund may terminate this Agreement at any time and for any reason by giving at least sixty (60) days prior written notice.

**19. RELATIONSHIP OF PARTIES.**

This Agreement does not and shall not be construed to create the relationship of agent, employee, partnership, joint venture or association between the parties, but is an agreement by and between two independent contractors.

**20. INDEMNIFICATION.**

Health Plan will hold Fund, its agents, trustees and employees harmless from and indemnify them against any liability on account of any and all claims, demands, losses, damages or judgments which Fund, its agents, trustees or employees or any of them incur in connection with this Agreement; provided, however, that such indemnification by Health Plan shall not apply: (a) to any acts or omissions which result from the negligence of Fund or its agents, trustees or employees; (b) to any liability Fund incurs under federal or state laws regarding discriminatory practices; or (c) to any claim or action by Health Plan which seeks to enforce Health Plan's rights under this Agreement. Fund shall notify Health Plan in writing of any claim relating to this provision or to the performance by any party of any obligation relating to this provision within thirty (30) days of receipt of notification of any such claim, and Health Plan shall have the opportunity at its own expense to arrange and direct the defense of any action or lawsuit related to any such claim. Upon the request of Health Plan in defending any such claim, Fund shall provide Health Plan all information and assistance which is reasonably necessary for Health Plan to defend the claim.

21. NONDISCRIMINATION.

Health Plan and Fund agree that all services under this Agreement will be provided to Members and Non-Member Workers without discrimination on account of race, sex, color, religion, national origin, age, sexual orientation, physical or mental handicap, or veteran's status.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the 17 day of October, 1995.

KAISER FOUNDATION HEALTH PLAN  
OF THE NORTHWEST

Signature: *Denise Honzel/bjm*

Name: Denise L. Honzel

Title: Vice President and  
Health Plan Manager

FIRE & POLICE DISABILITY AND  
RETIREMENT FUND

Signature: *Edwin L. Freeman*

Name: EDWIN L. FREEMAN

Title: FUND ADMINISTRATOR

*Approved as to form  
William R. Salby  
Sr. Deputy City Attorney*

APPENDIX A  
KAISER MCO GEOGRAPHICAL SERVICE AREA

**Service Area: OREGON SECTION** — The Service Area consists of that portion of Oregon within the following zip codes:

**BENTON COUNTY:** 97330, 97333, 97339, 97353, 97370;

**CLACKAMAS COUNTY:** 97004, 97009, 97011, 97013, 97015, 97017, 97022, 97023, 97027, 97034, 97035, 97036, 97038, 97042, 97045, 97055, 97067, 97068, 97070, 97080, 97222, 97267, 97268;

**COLUMBIA COUNTY:** All zip codes within Columbia County;

**LINN COUNTY:** 97321, 97335, 97355, 97358, 97374, 97389;

**MARION COUNTY:** 97002, 97020, 97026, 97032, 97071, 97137, 97301, 97302, 97303, 97305, 97306, 97307, 97308, 97309, 97310, 97311, 97312, 97325, 97352, 97359, 97360, 97362, 97373, 97375, 97381, 97383, 97384, 97385, 97392;

**MULTNOMAH COUNTY:** All zip codes within Multnomah County;

**POLK COUNTY:** All zip codes within Polk County;

**WASHINGTON COUNTY:** 97005, 97006, 97007, 97008, 97062, 97075, 97076, 97106, 97109, 97113, 97116, 97117, 97119, 97123, 97124, 97125, 97133, 97140, 97144, 97223, 97224, 97225, 97229, 97291;

**YAMHILL COUNTY:** All zip codes within Yamhill County.

**APPENDIX B**  
**LOCATIONS OF KAISER MCO FACILITIES**  
**Portland Metropolitan Area**

**BEAVERTON MEDICAL OFFICE**

4855 S.W. Western Ave.

Beaverton, OR 97005

Occupational Health Advice Nurse (503) 643-7565

Appointments (503) 643-7565

Workers' Compensation Claims (503) 626-4128

**CENTRAL INTERSTATE MEDICAL OFFICE**

3600 N. Interstate Ave.

Portland, OR 97227

Occupational Health Advice Nurse (503) 249-3530

Appointments (503) 249-3530

Workers' Compensation Claims (503) 249-3396

**MT. TALBERT MEDICAL OFFICE**

10180 S.E. Sunnyside Rd.

Clackamas, OR 97015

Occupational Health Advice Nurse (503) 652-4234

Appointments (503) 652-4241

Workers' Compensation Claims (503) 652-4230

**ROCKWOOD MEDICAL OFFICE**

19500 S.E. Stark St.

Portland, OR 97233

Occupational Health Advice Nurse (503) 669-3965

Appointments (503) 669-3965

Workers' Compensation Claims (503) 652-4230

NORTH LANCASTER MEDICAL OFFICE

2400 Lancaster Drive, N.E.

Salem, OR 97305

Occupational Health Advice Nurse	(503) 370-4275
Appointments	(503) 370-4275
Workers' Compensation Claims	(503) 370-4840

Washington State Medical Offices

CASCADE PARK MEDICAL OFFICE

12607 SE Mill Plain Blvd.

Vancouver, WA 98684

Occupational Health Advice Nurse	(206) 256-7104
Appointments	(206) 256-7104

LONGVIEW/KELSO MEDICAL OFFICE

1230 7th Ave.

Longview, WA 98632

Occupational Health Advice Nurse	(206) 636-2400
Appointments	(206) 636-6200
Workers' Compensation Claims	(206) 636-6244

VANCOUVER MEDICAL OFFICE

2211 E. Mill Plain Blvd.

Vancouver, WA 98661

Occupational Health Advice Nurse	(206) 693-3691
Appointments	(206) 699-6060
Workers' Compensation Claims	From Washington (206) 693-3691
	From Oregon (503) 240-6221

**Emergency Rooms/Hospitals**

**BESS KAISER MEDICAL CENTER**

5055 N. Greeley Ave.  
Portland, OR 97217

**KAISER SUNNYSIDE MEDICAL CENTER**

10180 S.E. Sunnyside Rd.  
Clackamas, OR 97015

**SALEM HOSPITAL**

665 Winter St. S.E.  
Salem, OR 97301

**ST. JOHN'S HOSPITAL**

1614 E. Kessler Blvd.  
Longview, WA 98632

**After-hours Urgent Care**

The following medical offices have after-hours care:

Beaverton Medical Office  
Rockwood Medical Office  
Skyline Medical Office  
Longview-Kelso Medical Office  
Vancouver Medical Office

After-hours medical advice

Portland	(503) 652-2880
Vancouver	(206) 256-0556
Camas	(206) 834-9267
Longview	(206) 425-0409
Salem	(503) 370-4900

APPENDIX C  
COMPENSATION

STATE STATUTORY FEES FOR WORKERS' COMPENSATION SERVICES

**1. STATE FEE & PAYMENT SCHEDULE.**

Kaiser MCO shall bill Fund, on behalf of MCO Providers for Covered Services provided by MCO Providers to Members and Non-Member Workers. However, MCO Contract Providers will bill and be paid by Fund directly. Fund shall pay for Covered Services provided by MCO Providers at rates which will not exceed the Oregon statutory fee schedule as provided in Chapter 436, Division 10 (Medical Service Rules), Section 90 (Charges and Fees) of the Oregon Administrative Rules ("Rules").

**2. LIMITATIONS ON CHARGES.**

- (a) The services and fees established by the Rules shall be the maximum reimbursement for Covered Services provided by MCO Providers.
- (b) Kaiser MCO will not upcode or unbundle Covered Services.
- (c) Upon Fund's request, Kaiser MCO will charge for treatment of Members and Non-Member Workers on the same terms and conditions and at rates no higher than Health Plan charges other private or third party pay patients.
- (d) Kaiser MCO will use its best efforts to present invoices and other documentation to support charges for Covered Services.

APPENDIX D  
BILLING

**1. SUBMISSION OF BILLINGS FOR SERVICES PROVIDED.**

(a) Except as provided otherwise in this Agreement, MCO Providers shall describe Covered Services and code them according to CPT4 Code descriptions. Kaiser MCO agrees that Kaiser MCO and MCO Contract Providers will bill Fund for Covered Services on Form UB-82 or the 1980 or 1984 form HCFA 1500 (except for dental billings which shall be submitted on ADA dental claims forms). Each such completed itemized bill will be clearly dated, and marked and identified as Kaiser MCO Provider billings and must contain the following information:

- 1) Member's or Non-Member Worker's Full Name
- 2) Member's or Non-Member Worker's Health Record Number
- 3) Date of Injury
- 4) Date of Service
- 5) Employer's Name
- 6) Charge by CPT4 Code
- 7) Description of procedure
- 8) Diagnosis Code (ICD 9) and/or appropriate related group (DRG) number

(b) MCO Providers will submit all invoices and requests for payment to: Fund Administrator, 1800 S.W. First Avenue, Suite 450, Portland, Oregon 97201

(c) For questions regarding billings Kaiser MCO or MCO Providers may contact:  
Name: Fund Administrator, 1800 S.W. First Avenue, Suite 450, Portland, Oregon 97201

(d) Fund will pay Kaiser MCO for all Covered Services within sixty (60) days of receipt of a detailed written invoice for such Covered Services.

(e) Where a Covered Service is not adequately described, Kaiser MCO shall use appropriate coding modifiers or the descriptions contained in the CPT4.

(f) Kaiser MCO shall bill Fund directly for such items as depositions, court appearances or litigation reports, and will identify them as services provided for litigation purposes, if requested by Fund.

(g) Kaiser MCO will use best efforts to assure that National Drug Codes appear on all prescriptions and billings for prescriptions.

(h) Kaiser MCO will use its best efforts to assure that appropriate ICD-9 codes appear on billings and that documentation justifying services is attached to all billings.

**2. BILLING OF MEMBERS/NON-MEMBER WORKERS.**

(a) When Kaiser MCO (or a MCO Contract Provider) submits a bill to Fund for Covered Services, a copy of such bill will also be given to the Member or Non-Member Worker to whom the services were provided. The copy to the Member or Non-Member Worker will be stamped or printed with a legend that clearly indicates that it is a copy and not to be paid by the Member or Non-Member Worker.

(b) The Member or Non-Member Worker will not be liable for payment for any services unless the Member seeks treatment for conditions not related to the work-related injury or illness for which Fund has accepted coverage.

(c) In the event a Member's claim for a work-related injury or illness is denied or disallowed, and subject to the Member's right to contest such denial, Health Plan will pay for care provided to a Member in accord with the benefits available to the Member under their Health Plan Membership Agreement. Kaiser MCO will bill the Member directly for care provided which is not covered under the Membership Agreement.

(d) If the Member's Health Plan membership is terminated before the Member incurred the injury or sickness which formed the basis of his/her work-related injury/illness claim, and such claim is denied, Kaiser MCO will bill the terminated Member directly for all care provided related to the denied claim.

(e) Non-Member Workers whose claims for work-related injury/illness are denied will also be billed directly by Kaiser MCO.