

COVID-19 AMENDMENT NUMBER ONE TO  
PARTICIPATING PROVIDER AGREEMENT

This Amendment (“Amendment”) is made and entered into as of the 1st day of March 5, 2020 (the “Effective Date”) by and between (“Provider”), and Health Net Health Plan of Oregon, Inc. on behalf of itself and the subsidiaries and affiliates of Health Net, LLC. (Collectively, “Health Net”).

WHEREAS, in order to address the coronavirus disease (COVID-19) outbreak in Washington State, the Office of the Insurance Commissioner (“OIC”) has issued Emergency Orders No. 20-01 and 20-02 and Governor Jay Inslee has issued Proclamation 20-29 Telemedicine (collectively, the “Emergency Actions”); and

WHEREAS, the OIC has requested that Health Net amend the Provider Agreement to ensure compliance with the Emergency Actions, making them “Regulatory Requirements” under the Provider Agreement;

WHEREAS, pursuant to Section 7.1 of the Provider Agreement, Health Net may amend the Provider Agreement by giving Provider written notice to the extent such amendment is necessary to comply with any Regulatory Requirements; and

WHEREAS, this Amendment hereby serves as notice of an amendment to the Provider Agreement pursuant to Section 7.1 of the Provider Agreement.

NOW THEREFORE, in consideration of the foregoing, the mutual covenants contained herein, and other valuable consideration received, the Parties hereby agree as follows:

- 1 A new section 7.18 shall be added to the Provider Agreement to read as follows:

7.18. COVID-19 Response. Notwithstanding anything to the contrary herein, diagnostic testing and treatment of COVID-19 as well as telemedicine services shall be reimbursable under the Agreement to the extent that such reimbursement is required of Health Net under the OIC Emergency Order No. 20-01, the OIC Emergency Order 20-02, as amended, Proclamation 20-29 from Governor Jay Inslee, or any future emergency order or proclamation issued by the OIC or the Governor’s office related to COVID-19 (each is referred to herein as a “COVID-19 Order”). The obligations of this Section 7.18 shall be effective only as long as required under a COVID-19 Order. To the extent that one or more COVID-19 Orders is revoked or modified, then the obligations under this Section 7.18 shall automatically adjust to conform to any new or reduced Regulatory Requirement therein. For the most up to date information about the rights and responsibilities addressed in this Section, including relevant information and guidance from the OIC and the Governor’s office, visit the HealthNet of Oregon’s website: <https://www.healthnetoregon.com/for-providers/resources/Coronavirus.html.html>

- 2 All other terms and conditions of the Agreement and any amendments thereto, if any, shall remain in full force and effect. If the terms of this Amendment conflict with any of the terms of the Agreement, the terms of this Amendment shall prevail.

IN WITNESS WHEREOF, Health Net has executed this Amendment, effective as of the Amendment Effective Date.

**HEALTH PLAN:**

Health Net Health Plan of Oregon

Authorized Signature: \_\_\_\_\_

Print Name: Chris Hummer \_\_\_\_\_

Title: CEO \_\_\_\_\_

Signature Date: \_\_\_\_\_

<p><b>To be completed by Health Plan only:</b> Amendment Effective Date: 3/5/2020</p>
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