



ProvidenceHealthPlan.com
P.O. Box 4327
Portland, OR 97208-4327

October 15, 2026

Network Participating Entity: [ProviderGroup]

Attn: Contracts Administrator

Re: Notice of Termination of All Providence Provider Contracts ("Notice")

Dear Provider:

As has been previously communicated, Providence Health Plan, Providence Health Assurance, and/or Providence Plan Partners (collectively "PHP") is discontinuing all lines of business and is therefore undertaking to provide an orderly transition of membership over the coming months. As a result, PHP is providing this Notice to establish the termination of your organization's participation in the affected products, programs, reimbursement arrangements, and in the related contractual obligations associated with those lines of business.

Therefore, pursuant to the applicable termination provisions of the Provider Agreement and all amendments thereto (collectively, the "Agreements"), PHP hereby provides notice of termination of Provider's participation in the lines of business, programs, exhibits, and arrangements identified in this Notice. For the avoidance of doubt, this Notice applies to and terminates all provider participation, MCO services, credentialing delegation, and other ancillary agreements according to their respective effective termination dates.

To emphasize, all of the Agreements you may have are covered by this Notice. The purpose of this Notice is also to clarify timing and to specify the lines of business and corresponding effective termination dates, as well as to confirm the treatment of related exhibits, amendments, fee schedules, attachments, participation arrangements, value-based reimbursement arrangements, incentive programs, delegated activities, reporting requirements, and other associated contractual obligations. This list is intended to be interpreted broadly to include all contract documents associated with the applicable Line of Business regardless of the naming convention used in the Agreement.

PHP intends for this transition to occur in an orderly manner that protects member access to care, supports continuity of operations, and allows for completion of any required claims payment, reconciliation, audit, settlement, and other runout activities in accordance with applicable contractual and regulatory requirements.

This Notice is intended comprehensively to address all current and future obligations associated with each line of business. To the extent a program, exhibit, attachment, amendment, reimbursement arrangement, operational requirement, administrative obligation, or payment obligation relates solely to a terminated line of business and is not specifically identified herein, such obligation shall nevertheless be deemed terminated in accordance with the applicable effective date unless expressly preserved by this Notice or applicable law.

Nothing in this Notice is intended retroactively to modify compensation, incentive opportunities, quality programs, risk arrangements, shared savings arrangements, or other payment methodologies applicable to services rendered prior to the applicable termination date. Such arrangements shall continue through the applicable measurement, reconciliation, settlement, and payment cycles in accordance with their governing terms unless otherwise expressly amended by the parties.

AFFECTED LINES OF BUSINESS

I Commercial Line of Business

- 1.1 To the extent applicable, Provider's participation for all Commercial Lines of Business shall **terminate effective January 1, 2028**. Provider is eligible to continue to participate through December 31, 2027.
- 1.1.1 Contract documents including, but not limited to, the following are included in this termination, including any successor versions or amendments thereof:
- a. All Commercial Network Exhibits
 - b. All Commercial Fee Schedules
 - c. Commercial product exhibits
 - d. Commercial Providence Choice Medical Home Exhibit
 - e. Member Product Exhibits
- 1.1.2 The following networks are subject to the terms of Commercial Networks termination:
- a. Providence Choice Network
 - b. Providence Connect (ProvConnect) Network
 - c. Providence Extend PPO Network
 - d. Providence-Intel Connected Care (Connected Care)
 - e. Providence Signature Network
 - f. WA Choice Individual
 - g. Behavioral Health Network
- 1.2 With the one exception noted below, Provider's participation for all Commercial Lines of Business Value Based Contracting Programs, including, but not limited to, Pay for Performance, Total Cost of Care Incentive, and other performance-based programs shall terminate effective January 1, 2027.
- 1.2.1 The Commercial Providence Choice Medical Home Exhibit is expressly excluded from termination on January 1, 2027, and carries forward in effect until it terminates January 1, 2028.

II Medicare Line of Business

- 2.1 To the extent applicable, Provider's participation for Medicare Line of Business and all Medicare Advantage products and programs shall **terminate effective January 1, 2027**. Provider shall continue to perform under such agreement through December 31, 2026.
- All Medicare reimbursement schedules, compensation structures, risk arrangements, incentive arrangements, allocation methodologies, quality programs, gap closure programs, Annual Wellness Visit programs, Stars programs, coding education programs, and any other Medicare-related performance arrangements shall terminate as of such date. To the extent that services provided prior to termination are timely billed during 2027, they will be processed and paid as before that date.
- 2.2 The following network is subject to the terms of Medicare Line of Business termination:
- 2.2.1. Providence Medicare Network

III. Oregon Health Plan (OHP) Line of Business

- 3.1 To the extent applicable, Provider's participation in all Oregon Health Plan (OHP) and Medicaid-related products, programs, exhibits, reimbursement arrangements, incentive arrangements, and delegated functions shall **terminate effective January 1, 2027**. Provider shall continue to perform under such agreement through December 31, 2026. To the extent that services provided prior to termination are timely billed during 2027, they will be processed and paid as before that date.
- 3.2 The following network is subject to the terms of the OHP Line of Business termination:
- 3.2.1 Health Plan OHP Network/PHA OHP Network

IV. Managed Care Organization ("MCO") Services Agreement

To the extent applicable, the Managed Care Organization ("MCO") Services Agreement between the parties, including all ancillary agreements, attachments, schedules, service arrangements, and documents incorporated into or referenced by the MCO Services Agreement, shall **terminate effective January 1, 2028**. Provider shall continue to perform under such agreement through December 31, 2027. To the extent that services provided prior to termination are timely billed during 2028, they will be processed and paid as before that date.

V. Delegation of Credentialing

To the extent a Credentialing Delegate Agreement exists between the parties, Providence Health Plan hereby provides notice that such agreement shall terminate effective **January 1, 2028**, concurrent with the termination of the Provider's commercial network participation.

VI. Value Based Care Programs

Notwithstanding the foregoing, termination of a Line of Business shall apply prospectively only. Any quality, incentive, shared savings, risk-sharing, value-based reimbursement, pay-for-performance, Stars, member experience, total cost of care, or other similar program applicable to services furnished prior to the applicable termination date shall continue through the applicable measurement, reconciliation, audit, settlement, and payment periods in accordance with the governing program documents, unless otherwise expressly amended in writing by the parties.

VII. Membership Exhaustion

Termination of Membership Reporting Obligations. Notwithstanding any contrary provision contained in the Agreement, upon the date PHP no longer has enrolled members assigned to or eligible to receive Covered Services from Provider under the applicable terminated Line of Business, Provider shall have no further prospective obligations to perform ongoing reporting, quality submissions, committee participation, access standards, care management activities, data submissions, credentialing-related activities, administrative support functions, or similar operational requirements associated solely with such Line of Business.

Termination of Fee Payment Obligations. Upon exhaustion of membership under the applicable terminated Line of Business, neither party shall have any obligation to pay future access fees, administrative fees, participation fees, infrastructure fees, care management fees, program support fees, or similar ongoing payments attributable to periods after membership exhaustion, except for amounts accrued prior to such date or otherwise expressly retained under this Notice.

Any obligations terminated pursuant to Article VII Membership Exhaustion shall not be reinstated, renewed, or otherwise revived by operation of the Agreement or any course of dealings between the parties and may only be re-established through a written agreement executed by authorized representatives of both parties.

VIII. Surviving Provisions

Provisions relating to claims payment, overpayment recovery, audit rights, record retention, reconciliation, dispute resolution, confidentiality, fraud and abuse compliance, and other provisions that by their nature are intended to survive termination shall remain in effect for the period specified in the Agreement or as required by applicable law.

In the event you have any questions about this Notice, please contact your Provider Relations Representative or call PHP customer service at 503-574-7500 or 800-878-4445 (TTY: 711) Additionally, PHP has developed a Frequently Asked Questions resource that is posted on our ProvLink page. This will be updated periodically to serve as an ongoing resource for you as we execute business winddown and membership transition.

Sincerely,

A handwritten signature in black ink, appearing to read 'gm' or 'Gm', written in a cursive style.

Gillian Hays

Chief Network Strategy & Management Officer