

1 In support of this motion, the CCOs rely on the Declaration of Brian M. Parrott (“Parrott
2 Dec.”), the following points and authorities, and the records already on file with the court.

3 **POINTS AND AUTHORTIES**

4 **I. Introduction.**

5 The CCOs seek narrow relief from this Court; namely, that they be permitted to
6 intervene for the sole purpose of protecting their confidential trade secret information in
7 discovery through the means of a protective order. Plaintiff FamilyCare, Inc. (“FamilyCare”)
8 issued Plaintiff FamilyCare Inc.’s First Set of Requests for Production of Documents to
9 Defendant Oregon Health Authority (“Plaintiff’s First RFP”), broadly seeking, among other
10 documents, information the CCOs previously provided to the Oregon Health Authority
11 (“OHA”). The CCOs were required to provide the information but did so with the expectation
12 and assurance that the documents, many of which contain highly sensitive financial and trade
13 secret information, would not be disclosed.

14 FamilyCare previously sought this information through Public Records Law requests but
15 was rebuffed because the information is exempt from disclosure under trade secret and other
16 Public Records Law exemptions. *See* Complaint Exs. 1 and 5. OHA’s refusal to disclose this
17 information is alleged as a major factual predicate for FamilyCare’s claims in this case. *See*
18 First Amended Complaint, ¶¶ 35-36, 40, 42-45. OHA has objected to numerous FamilyCare
19 First RFP Requests on the basis they seek the CCOs’ trade secret information. **However, OHA**
20 **has informed the CCOs that OHA lacks the resources and factual support needed to defend**
21 **against FamilyCare’s continuing efforts to obtain their information. OHA needs the CCOs to**
22 **intervene or take other affirmative steps to protect their interests.**

23 Because FamilyCare served Plaintiff’s First RFP on OHA rather than subpoenaing the
24 CCOs directly, the CCOs have no means of raising relevant objections or otherwise protecting
25 their information.¹ While the Stipulated Protective Order entered in this case allows a
26

¹ FamilyCare chose to subpoena documents directly from only one Oregon CCO, Health Share. Based on the direct subpoena, Health Share has a separate and independent basis on which to contest production of its information and is not a party to this motion. FamilyCare refused OHA’s request that FamilyCare issue subpoenas to the moving CCOs to enable them to protect their interests without intervention.

1 producing party the ability to protect documents, it presupposes there will be production and
2 provides no recourse or protection for non-parties affected by the requested disclosure of their
3 confidential, trade secret information. For this reason, the CCOs respectfully request that the
4 Court allow them to intervene for the limited purpose of protecting their information.

5 **II. Argument.**

6 **A. A Sufficient “Interest in the Matter in Litigation” Is Required to Intervene.**

7 ORCP 33C provides:

8 “At any time before trial, any person who has an interest in the matter in
9 litigation may, by leave of court, intervene. In exercising its discretion, the court
10 shall consider whether the intervention will unduly delay or prejudice the
adjudication of the rights of the original parties.”

11 Under an analysis of ORCP 33C, the threshold question is whether the party moving to
12 intervene “has an interest in the matter in litigation.” *Taylor v. Portland Adventist Med. Ctr.*,
13 242 Or App 92, 102, 255 P3d 526, 531 (2011). While that test may be strict, is it not “self-
14 defining.” *Id.*

15 The bases for permissive intervention in ORCP 33C are comparable to the intervention
16 of right in FRCP 24(a)(2). *Samuels v. Hubbard*, 71 Or App 481, 448 n. 5, 692 P2d 700, 704
17 (1985). Cases which hold that a party had a right to intervene under FRCP 24(a)(2) indicate that
18 a similarly situated party would qualify for permissive intervention under Oregon law. *Id.*

19 There are various cases in which a party was found to have a right to intervene under FRCP
20 24(a)(2) to assert protection for documents. *See, e.g., U.S. v. American Tel. & Tel. Co.*,
21 642 F.2d 1285, 206 US App DC 317 (C.A.D.C., 1980) (non-party allowed to intervene to assert
22 work product privilege to documents requested in discovery) and *In Re Grand Jury Subpoena*,
23 274 F3d 563 (1st Cir, 2001) (nonparties allowed to intervene for the purpose of asserting
24 attorney-client privilege in documents sought by a subpoena duces tecum issued by a federal
25 grand jury).

26 In addition, FRCP 24(a)(2) has been amended and construed to abandon “formalistic
restrictions in favor of ‘practical considerations’ to allow courts to reach pragmatic solutions to

1 intervention problems. Rule 24(a)(2) is a nontechnical directive to courts that provides the
2 flexibility necessary ‘to cover the multitude of possible intervention situations,’ and that
3 requires consideration of all of the competing and relevant interests raised by an application for
4 intervention. [It is] ‘an obvious and important truth’ that in applying Rule 24(a)(2) courts should
5 ‘not make a fortress of the dictionary’ but rather should ‘apply the rule with thoughtful
6 consideration of the objectives it is intended to serve.’” *U.S. v. Hooker Chemicals & Plastics*
7 *Corp.*, 749 F2d 968 (2nd Cir 1984) (citations omitted).

8 **B. The Court Has Discretion in Allowing Intervention.**

9 Intervention by right is limited to only those instances where the intervenor has been
10 given an unconditional right to intervene and are reviewed as matters of law; however,
11 permissive interventions are reviewed only to determine whether the decision was within the
12 court’s discretion. *Samuels*, 71 Or App at 485-86; 692 P2d at 703 (1985). When there is no
13 rule of law that requires intervention the decision of the court is reviewed only for abuse of
14 discretion. *State ex. Rel. Tosterud v. Druian*, 325 Or 315, 937 P2d 1015 (1997). The CCOs
15 seek permissive intervention, and the Court should use practical considerations to reach a
16 pragmatic solution by allowing the CCOs to intervene.

17 **C. The Amended Complaint Specifically References the CCOs’ Confidentiality**
18 **Concerns and OHA’s Refusal to Disclose the Information as a Factual Predicate to**
19 **Claims.**

19 FamilyCare has acknowledged that it seeks documents which the CCOs consider
20 confidential. Amended Complaint ¶¶ 35-36, 40, 42-45 and Exhibits 1 and 5 to Complaint.
21 These documents, according to FamilyCare, are necessary for its actuary to determine whether
22 the rates offered FamilyCare were actuarially sound. Amended Complaint ¶41. As a CCO that
23 submitted documents to OHA, FamilyCare is aware that the information submitted is considered
24 confidential by OHA and the CCOs.

25 Despite the importance of the documents and knowing full well they were likely to be
26 considered confidential by OHA and the CCOs, FamilyCare, rather than requesting the
documents directly from the CCOs by way of subpoena, requested the documents from OHA.

1 Amended Complaint ¶41; *see also*, Plaintiff’s First RFP. Apparently for strategic reasons,
2 FamilyCare subpoenaed documents directly from only one Oregon CCO, HealthShare, and
3 rejected OHA’s position that subpoenas would be the appropriate means to seek information
4 from other CCOs.

5 OHA has asserted trade secret objections to 13 of FamilyCare’s 31 pending requests –
6 specifically noting that they seek information “that is trade secret or other proprietary
7 information of a third party.” Ex. 1 to Parrott Dec. However, due to limited resources and the
8 need for factual support for protection, OHA informed the CCOs they must act to protect their
9 own interests. Ex. 2 to Parrott Dec.

10 Since the CCOs are not parties to the case, they have no method by which to assert the
11 documents requested should be protected without being allowed to intervene. A party seeking
12 to intervene is not required to unite with the plaintiff or defendant, but may demand “something
13 adverse to both the plaintiff and defendant.” *Taylor v. Portland, Adventist Med. Ctr.*, 242 Or
14 App 92, 101; 255 P3d 526, 531 (2001). Because OHA’s refusal to produce the CCOs’ trade
15 secret and proprietary information is a major factual predicate to FamilyCare’s alleged claims
16 and based on its attempted end-run around the CCOs by requesting the documents from OHA
17 instead of issuing subpoenas, FamilyCare has created a sufficient interest in the case to allow
18 the CCOs to intervene.

19 **D. The CCO Specific Information Sought by FamilyCare for CCOs Outside Its Region**
20 **Is Not Relevant to FamilyCare’s Contention that Its Rates Are Not Actuarially**
21 **Sound.**

22 FamilyCare has alleged that “OHA utilized actuarially unsound rate-setting processes in
23 establishing the 2017 capitation rates as they apply to FamilyCare.” Amended Complaint ¶70.
24 As identified by FamilyCare, the standard for determining whether the rates are actuarially
25 sound is determined by 42 CFR § 438.4. Amended Complaint ¶11. 42 CFR § 438.4(a) states:

26 “Actuarially sound capitation rates are projected to provide for all reasonable,
appropriate, and attainable costs that are required under the terms of the contract
and for the operation of the MCO, PIHP, or PAHP for the time period and *the*
population covered under the terms of the contract, and such capitation rates are

1 developed in accordance with the requirements in paragraph (b) of this section”
2 (emphasis added).

3 Similarly, the requirements in 42 CFR § 438.4(b) include a requirement that capitation rates
4 must: “(2) Be appropriate for the populations to be covered and the services to be furnished
5 under the contract.”

6 Oregon’s CCOs are divided into four rating regions. Amended Complaint, Ex. 3 at 8.
7 These regions are important to the rate setting process because “Oregon could be considered a
8 predominately rural state with a handful of metropolitan areas.” Id. at 7. FamilyCare is in the
9 “Tri-County” region. Id. at 7-8. Only one other CCO is in the Tri-County Area, Health Share
10 of Oregon (“Health Share”). Id. at 8. To determine whether the rates offered to FamilyCare are
11 actuarially sound, the only population that needs to be evaluated is that in the Tri-Counties area,
12 which is the area covered by the FamilyCare contract with OHA. The specific documents
13 requested by FamilyCare regarding rates and contracts with CCOs outside the Tri-Counties area
14 are not relevant to FamilyCare’s claims and should not be required to be produced.

15 FamilyCare has acknowledged that the Health Share data is the relevant data for its
16 claims and served a Civil Deposition Subpoena Duces Tecum directly on Health Share seeking
17 documents. The documents sought through the Subpoena include many of the same documents
18 requested from OHA. Ex. 3 to Parrott Dec. Because Health Share received a subpoena directly
19 from FamilyCare, Health Share has a means by which it can object to and seek protections for
20 its trade secrets. The remaining CCOs should have the same opportunity. The CCOs should be
21 allowed to intervene to fully explain to the Court what FamilyCare already knows – that the
22 CCO specific rate data requested for CCOs outside the Tri-Counties region is not relevant nor
23 likely to lead to the discovery of relevant information, and should not be produced.

24 **E. Even if the CCOs’ Data Is Determined to Be Relevant, the Plaintiff’s First RFP Is**
25 **Vague and Overly Broad.**

26 The request for documents in Plaintiff’s First RFP goes well beyond what FamilyCare
would need to support the claims alleged in the Amended Complaint. Many of the requests are

1 so broad and vague that it is difficult to discern what, exactly, would be included within the
2 scope of the request.

3 For example, Request No. 31 reads: “All documents recording or reflecting OHA
4 communication to any of the 16 CCOs in Oregon, written policies, documents and/or data
5 regarding CCO cost, utilization, and/or performance.” First, given that the purpose of a CCO is
6 to ensure access to health services (utilization), to manage risk and control costs, and to improve
7 quality of care and health outcomes (performance), every document created or disseminated
8 from the CCO could be captured by this request. Second, this request is not bound in time. So,
9 in essence, this request seeks all communications or documents shared between the OHA and all
10 CCOs for all time about anything that is related to being a CCO. Clearly, this request is over
11 broad.

12 While Request No. 31 may be the broadest of the requests, it is by no means the only
13 vaguely-crafted and overly broad request. As such, it is impossible for the CCOs to predict
14 what documents or communications FamilyCare may contend should be included within the
15 scope of the request. That, in itself, seems like an abuse of the discovery process because it
16 shifts the burden on those entities whose information will be disclosed to the position of having
17 to guess at what might be included and further, of that, what might include trade secrets that
18 might give a competitor an unfair advantage.

19 Further, once again, since FamilyCare has requested the CCOs’ documents through
20 OHA, the CCOs are not even aware of exactly what documents OHA might consider within the
21 bound of the request and are without a method to object to their production.

22 **F. Even if the CCOs’ Data Is Determined to Be Relevant, the Existing Protective**
23 **Order Is Insufficient to Protect the Interests of the CCOs.**

24 FamilyCare and OHA have stipulated to a protective order which allows “producing
25 parties” to designate material as “Confidential” or “Attorney’s Eyes Only.” Stipulated
26 Protective Order ¶ 4. Since FamilyCare has failed to request the documents directly from the
CCOs, the CCOs are not “producing parties” anticipated under the protective order. OHA, the

1 producing party, has indicated it does not possess the knowledge nor have the time and
2 resources available to designate documents as “Confidential” or “Attorney’s Eyes Only.”
3 Therefore, the CCOs are wholly unable to avail themselves of the stipulated protections without
4 being allowed to intervene as a party. The existing Protective Order is also insufficient because
5 it does not prevent those individuals who will review produced information from assisting
6 FamilyCare, other Oregon CCOs, or other potentially interested parties in future endeavors in
7 which they may be competitors or have adverse economic interests. Those may include future
8 matters such as healthcare provider contracting or competing efforts to move into a current
9 CCO’s existing geographic region.

10 **III. Conclusion.**

11 The CCOs have a sufficient interest in the matter in litigation to intervene for the limited
12 purpose of asserting adequate protections for confidential and trade secret information. The
13 CCOs respectfully request the Court grant their motion to intervene.

14 Dated this 9th day of August, 2017.

15 BRIAN M. PARROTT, LLC

16 By: /s/ Brian M. Parrott
17 **Brian M. Parrott, OSB No. 013760**
18 Telephone: (503) 607-2715
19 E-Mail: brian@bparrott-law.com
Attorney for PrimaryHealth of
Josephine County, LLC

20 DUNN CARNEY ALLEN HIGGINS & TONGUE, LLP

21 By: /s/ Elizabeth C. Knight
22 **Elizabeth C. Knight, OSB No. 992454**
23 **Michael D. Crew, OSB No. 720603**
24 Telephone: (503) 224-6440
E-Mail: eknight@dunncarney.com
mcrew@dunncarney.com
25 Attorneys for AllCare CCO, Inc.
26

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21
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25
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TONKON TORP, LLP

By: /s/ Anna Sortun
Anna Sortun, OSB No. 045279
Telephone: (503) 802-2107
E-Mail: anna.sortun@tonkon.com
Attorney for Cascade Health Alliance, LLC,
Western Oregon Advanced Health, LLC,
and Umpqua Health Alliance

ATER WYNNE LLP

By: /s/ Daniel P. Larsen
Daniel P. Larsen, OSB No. 943645
Telephone: (503) 226-1191
E-Mail: dpl@aterwynne.com
Attorney for Columbia Pacific CCO, LLC
and Jackson Care Connect

MILLER NASH GRAHAM & DUNN LLP

By: /s/ Frank V. Langfitt, III
Frank V. Langfitt, III, OSB No. 731770
Telephone: (503) 205-2425
E-Mail: frank.langfitt@millernash.com
Attorney for Eastern Oregon Coordinated Care
Organization, LLC

SAMARITAN HEALTH SERVICES

By: /s/ W. Chris Jenkins
W. Chris Jenkins, OSB No. 090612
Telephone: (800) 863-5241
E-Mail: wjenkins@samhealth.org
Attorney for Intercommunity Health Network –
Coordinated Care Organization

GARVEY SCHUBERT BARER

By: /s/ Eric A. Lindenauer
Eric Lindenauer, OSB No. 833721
Telephone: (503) 228-3939
E-Mail: elindenauer@gsblaw.com
Attorney for PacificSource Community Solutions

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SCHWABE WILLIAMSON & WYATT PC

By: /s/ Joel A. Parker
Joel A. Parker, OSB No. 001633
Jeffrey D. Hern, OSB No. 043138
Telephone: (503) 222-9981
E-Mail: jparker@schwabe.com
 jhern@schwabe.com
Attorneys for Trillium Community Health
Plan, Inc.

HARRANG LONG GARY RUDNICK PC

By: /s/ Arden J. Olson
Arden J. Olson, OSB No. 870704
Telephone: (541) 485-0220
E-Mail: arden.j.olson@harrang.com
Attorney for Willamette Valley Community
Health, LLC

PETER F. STOLOFF P.C.

By: /s/ Peter F. Stoloff
Peter F. Stoloff, OSB No. 780898
Telephone: (503) 992-6463
E-Mail: pstoloff@petersoloff-law.com
Attorney for Yamhill Community Care
Organization

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IN THE CIRCUIT COURT OF THE STATE OF OREGON
FOR THE COUNTY OF MARION

FAMILYCARE, INC., an Oregon non-profit corporation,

Plaintiff,

v.

OREGON HEALTH AUTHORITY, an agency of the State of Oregon,

Defendant,

and

ALLCARE CCO, INC., an Oregon corporation; CASCADE HEALTH ALLIANCE, LLC, an Oregon limited liability company; COLUMBIA PACIFIC CCO, LLC, an Oregon limited liability company; EASTERN OREGON COORDINATED CARE ORGANIZATION, LLC, an Oregon limited liability company; INTERCOMMUNITY HEALTH PLANS, INC., an Oregon corporation doing business as INTERCOMMUNITY HEALTH NETWORK – COORDINATED CARE ORGANIZATION; JACKSON COUNTY CCO, LLC, an Oregon limited liability company doing business as JACKSON CARE CONNECT; PACIFICSOURCE COMMUNITY SOLUTIONS, an Oregon nonprofit; PRIMARYHEALTH OF JOSEPHINE COUNTY, LLC, an Oregon limited liability company; TRILLIUM COMMUNITY HEALTH PLAN, INC., an Oregon corporation; UMPQUA HEALTH ALLIANCE, LLC, an Oregon limited

Case No. 17CV09226

JUDGE: SEA

**ANSWER OF THE
JOINT INTERVENORS**

[PROPOSED]

1 liability company; WESTERN OREGON)
 2 ADVANCED HEALTH, LLC, an Oregon)
 3 limited liability company; WILLAMETTE)
 4 VALLEY COMMUNITY HEALTH, LLC,)
 5 an Oregon limited liability company; AND,)
 6 YAMHILL COMMUNITY CARE)
 7 ORGANIZATION, INC., an Oregon)
 8 corporation,)
 9)
 10 Joint Intervenors.)
 11 _____)

8 **INTRODUCTION**

9 Joint Intervenors AllCare CCO, Inc.; Cascade Health Alliance, LLC; Columbia Pacific
 10 CCO, LLC; Eastern Oregon Coordinated Care Organization, LLC; Intercommunity Health
 11 Network – Coordinated Care Organization; Jackson Care Connect; PacificSource Community
 12 Solutions; PrimaryHealth of Josephine County, LLC; Trillium Community Health Plan, Inc.;
 13 Umpqua Health Alliance; Western Oregon Advanced Health, LLC; Willamette Valley
 14 Community Health, LLC; and, Yamhill Community Care Organization (collectively, the “Joint
 15 Intervenors”) file this Answer pursuant to ORCP 33 and in accordance with their Non-Parties’
 16 Motion to Intervene for the purpose of protecting their trade secrets and proprietary information
 17 as referenced in the Plaintiff’s Complaint. Therefore, the Joint Intervenors, by and through the
 18 undersigned, answer Plaintiff’s First Amended Complaint as follows:

19 1.

20 Joint Intervenors deny every allegation in the First Amended Complaint, except as
 21 expressly admitted or alleged below.

22 2.

23 As to paragraph 1, Joint Intervenors admit FamilyCare is a certified Coordinated Care
 24 Organization (“CCO”) with its principal place of business in Portland, Oregon. Joint
 25 Intervenors lack sufficient knowledge and information to admit or deny the remainder of
 26 paragraph 1, and therefore deny the same.

1 3.

2 Joint Intervenors admit paragraph 2.

3 4.

4 Paragraph 3 contains legal conclusions to which no response is required. To the extent
5 that a response is required, Joint Intervenors repeat their response to paragraph 1.

6 5.

7 To the extent the statements in paragraphs 4 through 12 are not legal conclusions to
8 which to no response is required, Joint Intervenors lack sufficient knowledge and information to
9 admit or deny paragraphs 4 through 12, and therefore deny the same.

10 6.

11 Joint Intervenors lack sufficient knowledge and information to admit or deny paragraphs
12 13 through 20, and therefore deny the same.

13 7.

14 On information and belief, Joint Intervenors admit that FamilyCare requested and OHA
15 refused to provide CCO trade secrets or proprietary information to FamilyCare, but lack
16 sufficient knowledge and information to admit or deny the remainder of paragraph 21, and
17 therefore deny the same.

18 8.

19 Joint Intervenors lack sufficient knowledge and information to admit or deny paragraph
20 22, and therefore deny the same.

21 9.

22 On information and belief, Joint Intervenors admit that OHA refused to provide CCO
23 trade secrets or proprietary information to FamilyCare, but lack sufficient knowledge and
24 information to admit or deny the remainder of paragraphs 23 and 24, and therefore deny the
25 same.

26 ///

1 10.

2 Joint Intervenors lack sufficient knowledge and information to admit or deny paragraphs
3 25 through 34, and therefore deny the same.

4 11.

5 On information and belief, Joint Intervenors admit that OHA refused to provide CCO
6 trade secrets or proprietary information to FamilyCare, but lack sufficient knowledge and
7 information to admit or deny the remainder of paragraph 35, and therefore deny the same.

8 12.

9 Joint Intervenors lack sufficient knowledge and information to admit or deny paragraphs
10 36 through 39, and therefore deny the same.

11 13.

12 On information and belief, Joint Intervenors admit that OHA refused to provide CCO
13 trade secrets or proprietary information to FamilyCare, but lack sufficient knowledge and
14 information to admit or deny the remainder of paragraph 40, and therefore deny the same.

15 14.

16 Joint Intervenors lack sufficient knowledge and information to admit or deny paragraph
17 41, and therefore deny the same.

18 15.

19 On information and belief, Joint Intervenors admit that OHA refused to provide CCO
20 trade secrets or proprietary information to FamilyCare, but lack sufficient knowledge and
21 information to admit or deny the remainder of paragraph 42, and therefore deny the same.

22 16.

23 Joint Intervenors lack sufficient knowledge and information to admit or deny paragraph
24 43, and therefore deny the same.

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17.

Joint Intervenors admit that OHA is not required to provide CCO trade secrets or proprietary information to FamilyCare, but lack sufficient knowledge and information to admit or deny the remainder of paragraph 44, and therefore deny the same.

18.

On information and belief, Joint Intervenors admit that OHA refused to provide CCO trade secrets or proprietary information to FamilyCare, but lack sufficient knowledge and information to admit or deny the remainder of paragraph 42, and therefore deny the same.

19.

With respect to paragraph 46, Joint Intervenors re-assert their responses to paragraphs 1 through 45.

20.

Paragraph 47 is a legal conclusion to which no response is required. To the extent a response is required, Joint Intervenors lack sufficient knowledge and information to admit or deny paragraph 47, and therefore deny the same.

21.

Joint Intervenors lack sufficient knowledge and information to admit or deny paragraphs 48 through 52, and therefore deny the same.

22.

Paragraphs 53 and 54 are legal conclusions to which no response is required. To the extent a response is required, Joint Intervenors lack sufficient knowledge and information to admit or deny paragraphs 53 and 54, and therefore deny the same.

23.

Joint Intervenors lack sufficient knowledge and information to admit or deny paragraphs 55 through 57, and therefore deny the same.

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24.

On information and belief, Joint Intervenors admit that OHA refused to provide CCO trade secrets or proprietary information to FamilyCare, but lack sufficient knowledge and information to admit or deny the remainder of paragraph 58, and therefore deny the same.

25.

Paragraph 59 includes legal conclusion to which no response is required. To the extent a response is required, Joint Intervenors lack sufficient knowledge and information to admit or deny paragraph 59, and therefore deny the same.

26.

Paragraph 60 is a legal conclusion to which no response is required. To the extent a response is required, Joint Intervenors lack sufficient knowledge and information to admit or deny paragraph 60, and therefore deny the same.

27.

Joint Intervenors lack sufficient knowledge and information to admit or deny paragraph 61, and therefore deny the same.

28.

Paragraph 62 merely characterizes plaintiff's request for specific performance and does not require a response.

29.

With respect to paragraph 63, Joint Intervenors re-assert their responses to paragraphs 1 through 62.

30.

Joint Intervenors lack sufficient knowledge and information to admit or deny paragraphs 64 and 65, and therefore deny the same.

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1 31.

2 Paragraph 66 merely characterizes plaintiff's request for a declaration and does not
3 require a response.

4 32.

5 With respect to paragraph 67, Joint Intervenors re-assert their responses to paragraphs 1
6 through 66.

7 33.

8 Joint Intervenors admit paragraph 68.

9 34.

10 Joint Intervenors lack sufficient knowledge and information to admit or deny paragraphs
11 68 through 73, and therefore deny the same.

12 35.

13 With respect to paragraph 74, Joint Intervenors re-assert their responses to paragraphs 1
14 through 73.

15 36.

16 Joint Intervenors lack sufficient knowledge and information to admit or deny paragraphs
17 75 through 78, and therefore deny the same.

18

19 WHEREFORE, having fully answered Plaintiff's First Amended Complaint, Joint
20 Intervenors pray for a judgment declaring that Defendant Oregon Health Authority is not
21 required or authorized to release Joint Intervenors' trade secrets or proprietary information or, in

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1 the alternative, that Joint Intervenors' trade secrets and proprietary information be subject to an
2 appropriate protective order as determined by the Court.

3 Dated this ____ day of August, 2017.

4 BRIAN M. PARROTT, LLC

5 By: /s/ Brian M. Parrott
6 **Brian M. Parrott, OSB No. 013760**
7 Telephone: (503) 607-2715
8 E-Mail: brian@bparrott-law.com
9 Attorney for Primary Health of
10 Josephine County, LLC

11 DUNN CARNEY ALLEN HIGGINS & TONGUE, LLP

12 By: /s/ Elizabeth C. Knight
13 **Elizabeth C. Knight, OSB No. 992454**
14 **Michael D. Crew, OSB No. 720603**
15 Telephone: (503) 224-6440
16 E-Mail: eknight@dunncarney.com
17 mcrew@dunncarney.com
18 Attorneys for AllCare CCO, Inc.

19 TONKON TORP, LLP

20 By: /s/ Anna Sortun
21 **Anna Sortun, OSB No. 045279**
22 Telephone: (503) 802-2107
23 E-Mail: anna.sortun@tonkon.com
24 Attorney for Cascade Health Alliance, LLC,
25 Western Oregon Advanced Health, LLC,
26 and Umpqua Health Alliance

ATER WYNNE LLP

By: /s/ Daniel P. Larsen
Daniel P. Larsen, OSB No. 943645
Telephone: (503) 226-1191
E-Mail: dpl@aterwynne.com
Attorney for Columbia Pacific CCO, LLC
and Jackson Care Connect

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MILLER NASH GRAHAM & DUNN LLP

By: /s/ Frank V. Langfitt, III
Frank V. Langfitt, III, OSB No. 731770
Telephone: (503) 205-2425
E-Mail: frank.langfitt@millernash.com
Attorney for Eastern Oregon Coordinated Care
Organization, LLC

SAMARITAN HEALTH SERVICES

By: /s/ W. Chris Jenkins
W. Chris Jenkins, OSB No. 090612
Telephone: (800) 863-5241
E-Mail: wjenkins@samhealth.org
Attorney for Intercommunity Health Network –
Coordinated Care Organization

GARVEY SCHUBERT BARER

By: /s/ Eric A. Lindenauer
Eric Lindenauer, OSB No. 833721
Telephone: (503) 228-3939
E-Mail: elindenauer@gsblaw.com
Attorney for PacificSource Community Solutions

SCHWABE WILLIAMSON & WYATT PC

By: /s/ Joel A. Parker
Joel A. Parker, OSB No. 001633
Jeffrey D. Hern, OSB No. 043138
Telephone: (503) 222-9981
E-Mail: jparker@schwabe.com
jhern@schwabe.com
Attorneys for Trillium Community Health
Plan, Inc.

HARRANG LONG GARY RUDNICK PC

By: /s/ Arden J. Olson
Arden J. Olson, OSB No. 870704
Telephone: (541) 485-0220
E-Mail: arden.j.olson@harrang.com
Attorney for Willamette Valley Community
Health, LLC

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PETER F. STOLOFF P.C.

By: /s/ Peter F. Stoloff
Peter F. Stoloff, OSB No. 780898
Telephone: (503) 992-6463
E-Mail: pstoloff@petersoloff-law.com
Attorney for Yamhill Community Care
Organization

1 Amended Civil Deposition Subpoena Duces Tecum. These were provided to me on July 21,
2 2017, by the attorney for Health Share of Oregon.

3 I HEREBY DECLARE THAT THE ABOVE STATEMENT IS TRUE TO THE BEST
4 OF MY KNOWLEDGE AND BELIEF AND THAT I UNDERSTAND IT IS MADE FOR USE
5 AS EVIDENCE IN COURT AND IS SUBJECT TO PENALTY FOR PERJURY.

6 Dated this 9th day of August, 2017.

7 BRIAN M. PARROTT, LLC

8 By: /s/ Brian M. Parrott
9 **Brian M. Parrott, OSB No. 013760**
10 Telephone: (503) 607-2715
11 E-Mail: brian@bparrott-law.com
12 Attorney for PrimaryHealth of
13 Josephine County, LLC
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IN THE CIRCUIT COURT FOR THE STATE OF OREGON
FOR THE COUNTY OF MARION

FAMILYCARE, INC., an Oregon non-profit corporation,

Plaintiff,

v.

OREGON HEALTH AUTHORITY, an agency of the State of Oregon,

Defendant.

Case No. 17CV09226

**PLAINTIFF FAMILYCARE INC.'S
FIRST SET OF REQUESTS FOR
PRODUCTION OF DOCUMENTS TO
DEFENDANT OREGON HEALTH
AUTHORITY**

14 Pursuant to ORCP 36 and 43, Plaintiff FamilyCare, Inc. (“FamilyCare”) hereby requests
15 that Defendant Oregon Health Authority (“OHA”) produce the documents described herein for
16 inspection and copying at the offices of Plaintiff’s counsel, Perkins Coie LLP, 1120 NW Couch
17 Street, Tenth Floor, Portland, Oregon, 97209, or at such other location as may be determined by
18 agreement, within thirty (30) days of this request. Please respond to each request for production
19 in accordance with the instructions and definitions set forth below.

20 **DEFINITIONS**

21 As used in these Requests, the following terms are defined as such:

- 22 1. “2017 Base Data Policy” shall mean the Base Data Policy as discussed in
23 Appendix VIII, 2017 Reimbursement Review, of the 2017 Actuarial Certification.
- 24 2. “2017 Capitation Rates” shall mean the capitated rates for the Oregon CCOs for
25 the 2017 rating period, as reflected in the 2017 Actuarial Certification.
- 26

1 3. “2017 Actuarial Certification” shall mean the document titled “Oregon Health
2 Authority CCO Rate Development Actuarial Certification January 1 - December 31, 2017
3 Capitation Rates,” attached as Exhibit 3 to the Complaint in this Action.

4 4. “2017 Reimbursement Review” shall mean the document titled “2017
5 Reimbursement Review” attached as Appendix VIII to the 2017 Actuarial Certification within
6 Exhibit 3 to the Complaint in this Action.

7 5. “Action” means the present litigation entitled *FamilyCare, Inc. v. Oregon Health*
8 *Authority*, No. 17CV09226.

9 6. “Actuarial Soundness” shall refer to any accepted actuarial principles and
10 practices relied on by OHA in developing the 2017 Capitation Rates.

11 7. “Base Data” shall refer to the base data described in Section 2.02 of the 2017
12 Actuarial Certification.

13 8. “Base Data Adjustments” shall refer to the base data adjustments described in
14 Section 2.03 of the 2017 Actuarial Certification..

15 9. “CareOregon” shall refer to CareOregon, Inc. and any past and present agents,
16 representatives, accountants, actuaries, attorneys, employees, including former employees,
17 subsidiaries, any members, partners, or risk-accepting entities, or any other person or entity that
18 has documents deemed to be in its possession, custody, or control, and including such entity
19 under its prior names and in any form of a domestic or foreign limited liability corporation,
20 partnership, or corporation.

21 10. “CMS” shall mean the Centers for Medicare & Medicaid Services and any past
22 and present agents, representatives, accountants, actuaries, attorneys, employees, including
23 former employees, subsidiaries, or any other person or entity that has documents deemed to be in
24 its possession, custody, or control.

25 11. “Communicate” or “Communication(s)” shall refer to any transmission or
26 exchange of information between two or more persons, orally or in writing, and includes, but is

1 not limited, to all conversations or discussions, whether such communication or discussion
2 occurred face-to-face or by means of letter, telephone, telegraph, telecopier, telex, facsimile,
3 electronic mail (“email”), or other media.

4 12. “Coordinated care organization” or “CCO” shall mean an organization meeting
5 criteria adopted by the Oregon Health Authority under ORS 414.625.

6 13. “Document” means all items that are considered to be “documents” or tangible
7 things within the meaning of Rule 43 of the Oregon Rules of Civil Procedure and refers to the
8 original and all copies of written, printed, typed, recorded, computer generated or graphic matter,
9 or other instrument(s) or device(s) which contain information or from which information can be
10 retrieved, including, without limitation, any kind of written, typewritten, or printed material
11 whatsoever, any kind of graphic material, and any computer applications, memoranda,
12 correspondence, studies, working papers, letters, telegrams, invoices, personal diaries,
13 handwritten notes of any kind including Post-it® notes, reports, records, books forms, indexes,
14 transcriptions and recordings, magnetic tapes, video tapes, wire recordings, disks and printed
15 cards, data sheets, data processing cards, personal calendars, interoffice memoranda, minutes and
16 records of any sorts of meetings, financial statements, financial calculations, estimates, reports of
17 telephone or other oral conversations, appointment books, maps, drawings, charts, graphs,
18 photographs, and all other writings and recordings of every kind, however produced or
19 reproduced, whether signed or unsigned. The terms “document” and “documents” include,
20 without limitation, originals and all file copies that are not identical to the original no matter how
21 or by whom prepared, and all drafts prepared in connection with any documents, whether used or
22 not. If the original of any documents is not in your possession, custody, or control, a copy of that
23 document should be produced. A draft or non-identical copy is a separate document within the
24 meaning of this term.

25 14. The terms “FamilyCare” or “Plaintiff” shall refer to plaintiff FamilyCare, Inc.
26

1 15. “Health Management Associates” shall refer to “Health Management Associates,
2 Inc.” and any past and present agents, representatives, accountants, attorneys, employees,
3 including former employees, or any other person or entity that has documents deemed to be in its
4 possession, custody, or control, and including such entity under its prior names and in any form
5 of a domestic or foreign limited liability corporation, partnership, or corporation.

6 16. “Health Share” shall refer to “Health Share of Oregon” and any past and present
7 agents, representatives, accountants, attorneys, employees, including former employees, any
8 members, partners, or risk-accepting entities, or any other person or entity that has documents
9 deemed to be in its possession, custody, or control, and including such entity under its prior
10 names and in any form of a domestic or foreign limited liability corporation, partnership, or
11 corporation.

12 17. “Optumas” shall refer to Optumas and/or Schramm Health Partners, L.L.C., and
13 any past and present agents, representatives, accountants, attorneys, employees, including former
14 employees, or any other person or entity that has documents deemed to be in its possession,
15 custody, or control, and including such entity under its prior names and in any form of a
16 domestic or foreign limited liability corporation, partnership, or corporation.

17 18. The terms “Oregon Health Authority”, “Defendant”, “You”, and/or “Your” shall
18 refer to the Oregon Health Authority, both separately and jointly, and any past and present
19 agents, representatives, accountants, attorneys, employees, including former employees, or any
20 other person or entity that has documents deemed to be in its possession, custody, or control.

21 19. “Rate Development Standards” shall refer to the rate development standards as
22 set forth in 42 CFR § 438.5(a)-(g) (May 6, 2016).

23 20. “Regional Rate Model” shall refer to the rate development process used by
24 Optumas described in Section 2.01 of the 2017 Actuarial Certification.

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1 Requests for Production of Documents extend to correspondence and electronic communications
2 sent from or received at a personal physical address or personal email address.

3 B. Unless otherwise specified, the time period covered by these Requests for
4 Production of Documents is January 1, 2014, to the present. However, if a document prepared
5 prior to January 1, 2014, or subsequent to the date of these Requests for Production of
6 Documents refers to events during the period January 1, 2014, through the present, and/or is
7 necessary for a correct or complete understanding of any document covered by these Requests
8 for Production of Documents, the document shall be produced. If any document is undated and
9 the date of its preparation cannot be determined, the document shall be produced if it is
10 otherwise responsive to these Requests for Production of Documents and no evidence exists to
11 conclusively establish that this document was prepared prior to January 1, 2014.

12 C. Each document request, and the portions thereof, is to be responded to separately,
13 but responses to one document request, or portion thereof, may be incorporated by reference in
14 responses to other document requests, or portions thereof.

15 D. All documents produced pursuant to these Requests for Production of Documents
16 shall be produced either in separate groups of documents responsive to each separate document
17 request or in the form and order in which they were kept by you before being produced.

18 E. Each request for documents, whether memoranda, reports, letters, minutes,
19 emails, or other documents of any description, requires the production of each document in its
20 entirety, including all pages and attachments or exhibits, without redaction or expurgation.

21 F. If a document was prepared in several copies or if additional copies were
22 thereafter made, and if such copies were not identical or are no longer identical by reason of any
23 notation or modification of any kind whatsoever located on either the front or the back of such
24 document, then each non-identical copy is a separate document and must be separately identified
25 and produced.

26

1 G. If you claim any document request herein is ambiguous, describe in what way the
2 request is ambiguous, state the meaning applied to the request, and respond to the request as
3 interpreted.

4 H. If you claim any form of privilege, whether based on statute or otherwise, as a
5 ground for not producing requested documents, please furnish a log providing the following
6 information with respect to each withheld document:

- 7 i. the date of the document;
- 8 ii. for each individual who prepared, produced, reproduced, or received the
9 document for which the privilege is claimed, state the person's name,
10 current (or last known) business and residence addresses, current (or last
11 known) business and residential telephone numbers, current (or last
12 known) title or position, and occupation;
- 13 iii. describe the document in sufficient detail to identify it without revealing
14 the information for which the privilege is claimed; and
- 15 iv. state every fact or basis upon which you claim any such privilege.

16 I. These document requests are continuing and, to the extent required by the Oregon
17 Rules of Civil Procedure, you must immediately produce any responsive documents or
18 information after any such document(s) or information comes within your possession, custody,
19 or control throughout the pendency of this action.

20 J. Documents shall be produced in Tagged Image File Format ("TIFF"), single page,
21 black and white (or in color, if necessary for any given document or its content to be readable),
22 dithered (if appropriate), at 300 x 300 dpi resolution and 8½ x 11 inch page size, except for
23 documents requiring different resolution or page size to make them readable. Each TIFF
24 document shall be produced with an image load file in standard Opticon (*.log) format that
25 reflects the parent / child relationship. In addition, each TIFF document shall also be produced
26 with a data load file in Concordance delimited format (*.dat), indicating (at a minimum)

1 appropriate unitization of the documents, including beginning and ending production numbers
2 for (a) each document set, and (b) each attachment within each document set. The TIFF images
3 shall also be accompanied by extracted text or, for those files that do not have extracted text
4 upon being processed (such as hard copy documents), optical character recognition (“OCR”) text
5 data; such extracted text or OCR text data shall be provided in document level form and named
6 after the TIFF image. Documents that contain redactions shall be OCR’d after the redaction is
7 applied to the image, and the OCR will be produced in placed of extracted text at the document
8 level. Notwithstanding the foregoing, the parties may negotiate a separate production format
9 (including native format) for any documents that are not reasonably producible or readable as
10 standard image files, such as audio files or large spreadsheets.

11 K. For documents produced in TIFF format that originated in electronic form,
12 metadata shall be included with the data load files described above, and shall include (at a
13 minimum) the following information: file name (including extension); original file path; page
14 count; creation date and time; last saved date and time; last modified date and time; author;
15 custodian of the document (that is, the custodian from whom the document was collected or, if
16 collected from a shared drive or server, the name of the shared driver or server); and MD5 hash
17 value. In addition, for email documents, the data load files shall also include the following
18 metadata: sent date; sent time; received date; received time; “to” name(s) and address(es);
19 “from” name and address; “cc” name(s) and address(es); “bcc” name(s) and address(es); subject;
20 names of attachment(s); and attachment(s) count. All images and load files must be named or
21 foldered in such a manner that all records can be imported without modification of any path or
22 file name information.

23 REQUESTS FOR PRODUCTION

24 **REQUEST FOR PRODUCTION NO. 1:** All documents submitted by OHA or its actuarial
25 consultants (including, but not limited to, Optumas) to CMS relating to the Rate Development
26

1 Standards for each CCO and the trend models for each CCO in connection with the 2017
2 Capitation Rates.

3
4 **Response:**

5 **REQUEST FOR PRODUCTION NO. 2:** All communications and worksheets, workbooks,
6 spreadsheets, models, and documents that OHA or its actuarial consultants (including, but not
7 limited to, Optumas) used or considered when evaluating or determining the Actuarial
8 Soundness of the 2017 Capitation Rates.

9
10 **Response:**

11
12 **REQUEST FOR PRODUCTION NO. 3:** All communications related to and data used or
13 considered by OHA or its actuarial consultants (including, but not limited to, Optumas) in
14 connection with the 2017 Capitation Rates.

15
16 **Response:**

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18 **REQUEST FOR PRODUCTION NO. 4:** All communications related to, and reports,
19 memoranda, models, and documents prepared by, OHA's actuarial consultants (including, but
20 not limited to, Optumas) in connection with the 2017 Capitation Rates.

21
22 **Response:**

23 **REQUEST FOR PRODUCTION NO. 5:** All documents and data supporting the Regional
24 Rate Model for the region in which FamilyCare operates.

1 **Response:**

2
3 **REQUEST FOR PRODUCTION NO. 6:** All documents reflecting or relating to OHA's
4 policy decisions that affected the development of the 2017 Capitation Rates, including, but not
5 limited to, policy decisions pertaining to lowering rates based on a CCO's payments to primary
6 care providers or any decisions pertaining to the 2017 Base Data Policy.

7
8 **Response:**

9 **REQUEST FOR PRODUCTION NO. 7:** To the extent documents are not provided in
10 response to the foregoing requests, all communications or documents related to the calculation of
11 Base Data Adjustments, including any consideration of a CCO's past or current profitability,
12 analysis of CCO financial statements, and consideration of reported expenditures, in connection
13 with the 2017 Capitation Rates.

14
15 **Response:**

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17 **REQUEST FOR PRODUCTION NO. 8:** All documents recording or reflecting any written or
18 verbal communication between OHA and Health Share regarding capitation rates from
19 January 1, 2013, to present.

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21 **Response:**

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23 **REQUEST FOR PRODUCTION NO. 9:** All documents recording or reflecting any written or
24 verbal communication between OHA and CareOregon regarding capitation rates from January 1,
25 2013, to present.

1 **Response:**

2
3 **REQUEST FOR PRODUCTION NO. 10:** To the extent documents are not provided in
4 response to the foregoing requests, all documents recording or reflecting any written or verbal
5 communication between OHA and Jeremy Vandehey regarding capitation rates from 2015 to
6 present.

7
8 **Response:**

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10 **REQUEST FOR PRODUCTION NO. 11:** To the extent documents are not provided in
11 response to the foregoing requests, all documents recording or reflecting any written or verbal
12 communication between OHA and any leadership or staff employee at Health Management
13 Associates regarding capitation rates from 2015 to present.

14
15 **Response:**

16 **REQUEST FOR PRODUCTION NO. 12:** All versions of any document reflecting the
17 Regional Rate Model for each of the four rating regions within Oregon for the calendar years
18 2015, 2016, and 2017.

19
20 **Response:**

21
22 **REQUEST FOR PRODUCTION NO. 13:** Any documents relating to, reflecting, or
23 containing the Base Data for each of the 16 CCOs in Oregon.

24
25 **Response:**

1 **REQUEST FOR PRODUCTION NO. 14:** Any documents relating to, reflecting, or
2 containing the regional base data and risk factors and/or raw risk score data for each of the four
3 rating regions within Oregon.
4

5 **Response:**

6 **REQUEST FOR PRODUCTION NO. 15:** All documents recording or reflecting any
7 communication, written policies, documents, and data regarding any adjustments made by or at
8 the direction of OHA or by Optumas to FamilyCare's reported costs for the calendar years 2015,
9 2016, and 2017.
10

11 **Response:**

12 **REQUEST FOR PRODUCTION NO. 16:** All documents recording or reflecting any written
13 or verbal communications regarding FamilyCare between: Lynne Saxton, Rhonda Busek, David
14 Rohrer, Dennis Tang, and/or Jeremy Vandehey, Lori Coyner, Leslie Clement, amongst
15 themselves individually or collectively, or with or including any other person.
16
17

18 **Response:**

19 **REQUEST FOR PRODUCTION NO. 17:** All documents recording or reflecting any
20 communication between OHA and Optumas regarding the 2015, 2016, and 2017 capitation rates.
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22

23 **Response:**

24 **REQUEST FOR PRODUCTION NO. 18:** All documents recording or reflecting any
25 communication between OHA and CMS regarding the 2015, 2016, and 2017 capitation rates.
26

1 **Response:**

2
3 **REQUEST FOR PRODUCTION NO. 19:** All documents provided to OHA by each and every
4 CCO in Oregon that relate to each and every CCO's income, expenses, and profitability,
5 including, but not limited to, the income, expenses, and profitability of each and every CCO's
6 related entities.

7
8 **Response:**

9 **REQUEST FOR PRODUCTION NO. 20:** All documents recording or reflecting
10 communications between OHA and Optumas regarding the 2017 Actuarial Certification, the
11 information contained therein, or the information on which the 2017 Rate Certification was
12 based.

13
14 **Response:**

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16 **REQUEST FOR PRODUCTION NO. 21:** All documents recording or reflecting internal
17 communications related to the 2017 Actuarial Certification, the information contained therein, or
18 the information on which it was based.

19
20 **Response:**

21
22 **REQUEST FOR PRODUCTION NO. 22:** All drafts of the 2017 Actuarial Certification.

23
24 **Response:**

25 **REQUEST FOR PRODUCTION NO. 23:** All drafts of the 2017 Reimbursement Review.

1 **Response:**

2
3 **REQUEST FOR PRODUCTION NO. 24:** All documents recording or reflecting
4 communications within OHA related to the 2017 Reimbursement Review, its implementation,
5 the policy decisions reflected therein, or the information on which it was based.

6
7 **Response:**

8 **REQUEST FOR PRODUCTION NO. 25:** All documents recording or reflecting
9 communications involving OHA related to the 2017 Reimbursement Review, its implementation,
10 the policy decisions reflected therein, or the information on which it was based.
11

12 **Response:**

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14 **REQUEST FOR PRODUCTION NO. 26:** All documents recording or reflecting
15 communications between OHA and Optumas related to the 2017 Capitation Rates, including but
16 not limited to the development of those rates.
17

18 **Response:**

19 **REQUEST FOR PRODUCTION NO. 27:** All documents recording or reflecting internal
20 communications related to the 2017 Capitation Rates, including but not limited to the
21 development of those rates.
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23 **Response:**
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1 **REQUEST FOR PRODUCTION NO. 28:** All documents recording or reflecting
2 communications involving OHA related to the 2017 Capitation Rates, including but not limited
3 to the development of those rates.
4

5 **Response:**

6 **REQUEST FOR PRODUCTION NO. 29:** All documents recording or reflecting any
7 communication, written policies, documents, and/or data involving the Settlement Agreement,
8 effective as of May 22, 2106, entered into between OHA and FamilyCare.
9

10 **Response:**

11 **REQUEST FOR PRODUCTION NO. 30:** All documents recording or reflecting any
12 communication, written policies, documents, and/or data communicating CCO cost, utilization
13 and/or performance related to the Quality and Health Outcomes Committee of the Office of
14 Clinical Services Improvement.
15
16

17 **Response:**

18 **REQUEST FOR PRODUCTION NO. 31:** All documents recording or reflecting any OHA
19 communication to any of the 16 CCOs in Oregon, written policies, documents, and/or data
20 regarding CCO cost, utilization, and/or performance.
21
22

23 **Response:**
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1 DATED: June 1, 2017

PERKINS COIE LLP

2
3 By: /s Meredith M. Price

4 Stephen F. English, OSB No. 730843
5 SEnglish@perkinscoie.com
6 Thomas R. Johnson, OSB No. 010645
7 TRJohnson@perkinscoie.com
8 Meredith M. Price, OSB No. 134627
9 MPrice@perkinscoie.com
10 1120 N.W. Couch Street, 10th Floor
11 Portland, OR 97209-4128
12 Telephone: 503.727.2000
13 Facsimile: 503.727.2222

14 Attorneys for Plaintiff FamilyCare, Inc.

15 *Of Counsel (admitted via pro hac vice)*

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Attorneys for Plaintiff FamilyCare, Inc.

ELLEN F. ROSENBLUM
Attorney General



FREDERICK M. BOSS
Deputy Attorney General

DEPARTMENT OF JUSTICE
TRIAL DIVISION

July 14, 2017

AllCare CCO, Inc.
c/o Registered Agent
1701 NE 7th Street
Grants Pass, OR 97526

Pacific Source Community Solutions
c/o Registered Agent
2965 NE Conners Ave.
Bend, OR 97701

Cascade Health Alliance, LLC
c/o Registered Agent
2909 Daggett Ave, Ste. 225
Klamath Falls, OR 97601

PrimaryHealth
c/o Registered Agent
1867 Williams Hwy Ste 108
Grants Pass, OR 97527

Columbia Pacific CCO, LLC
c/o Registered Agent
315 SW Fifth Ave.
Portland, OR 97204

Trillium Community Health Plan, Inc.
c/o Registered Agent
7700 Forsyth Blvd Ste 800
Saint Louis, MO 63105

Eastern Oregon CCO, LLC
c/o Registered Agent
1127 Broadway St., NE, STE 310
Salem, OR 97204

Umqua Health Alliance
c/o Registered Agent
1813 W. Harvard Ave. Ste 448
Roseburg, OR 97471

Jackson Care Connect
c/o Registered Agent
315 SW Fifth Ave
Portland, OR 97204

Western Oregon Advanced Health, LLC
c/o Registered Agent
289 LaClair Street
Coos Bay, OR 97420

Health Share of Oregon
c/o Registered Agent
2121 SW Broadway STE 200
Portland, OR 97201

Willamette Valley Community Health, LLC
c/o Registered Agent
2995 Ryan DR SE STE 200
Salem, OR 97301

Intercommunity Health Network CCO
c/o Registered Agent
815 NW 9th St., Ste.103
Corvallis, OR 97330

Yamhill Community Care
c/o Registered Agent
807 NE Third Street
McMinnville, OR 97128

Re: *FamilyCare, Inc. v. Oregon Health Authority*
Marion County Circuit Court Case No. 17CV09226

July 14, 2017
Page 2

Dear Registered Agent:

This office represents Oregon Health Authority in the above-referenced lawsuit brought by FamilyCare. In conjunction with the lawsuit, OHA has received the enclosed request for production from FamilyCare seeking to obtain certain documents provided by you to OHA.

OHA intends to comply with its discovery obligations in the lawsuit. However, OHA understands you may want to seek protection for your possible trade secrets. To address these two potentially competing interests, OHA issued the enclosed objections to certain of FamilyCare's requests on the grounds that they seek documents of third parties that may be trade secret. However, whether a document is appropriately considered trade secret is a fact-based analysis, the outcome of which may vary from CCO to CCO in this case. OHA does not possess all the facts necessary to accurately determine which of the documents FamilyCare seeks to obtain may be, or in fact are, trade secrets of third parties. This determination should be made initially by you and then, if necessary, by the Court. Therefore, subject to a court order or other legal requirement to the alternative, OHA will refrain from producing any responsive documents provided by you to OHA until after July 28, 2017, to allow for you to decide whether you will seek to protect documents from further disclosure, or seek exemption from discovery from the Court. We have enclosed for your reference the stipulated protective order entered in the lawsuit.

If you take no action by July 28, OHA intends to proceed with its discovery obligations, which may result in production of documents originally received from CCOs to FamilyCare. If, by July 28, you take appropriate steps to protect your documents or seek exemption from discovery, upon request, OHA will consider any objections or proposed alternatives to production.

If you would like to discuss this matter further, please contact me, or if you are represented by counsel, please have your counsel contact me.

Sincerely,

s/ Renee Stineman

Renee Stineman
Attorney-in-Charge

Enclosures
8380492-v1/RS7/c4m
cc: FamilyCare, Inc., c/o Counsel of Record

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IN THE CIRCUIT COURT FOR THE STATE OF OREGON
FOR THE COUNTY OF MARION

FAMILYCARE, INC., an Oregon non-profit corporation,

Plaintiff,

v.

OREGON HEALTH AUTHORITY, an agency of the State of Oregon,

Defendant.

Case No. 17CV09226

**NOTICE OF AMENDED DEPOSITION
OF THE RECORDS CUSTODIAN FOR
HEALTH SHARE OF OREGON**

TO: Custodian of Records for Health Share of Oregon :

PLEASE TAKE NOTICE that pursuant to ORCP 39 and 55, Plaintiff FamilyCare, Inc. will take the deposition of the Records Custodian for Health Share of Oregon, whose last known business address is 2121 SW Broadway, Ste 200, Portland, OR 97201, on July 14, 2017 at 9 a.m., at the offices of Perkins Coie LLP, 1120 NW Couch St, Tenth Floor, Portland, Oregon 97209. The Civil Deposition Subpoena Duces Tecum served on the Records Custodian commands the Records Custodian to bring and produce certain records to the deposition for inspection and copying. The requested records are described in the Civil Deposition Subpoena Duces Tecum, Exhibit A, which is enclosed herewith. Health Share of Oregon may comply with the Civil Deposition Subpoena Duces Tecum by delivering copies of the requested documents by first class mail. The deposition will be taken before an officer authorized by law to administer oaths. The testimony will be recorded by stenographic means. The oral examination will continue until completed.

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DATED: July 7, 2017

PERKINS COIE LLP

By: /s/ Meredith M. Price
Stephen F. English, OSB No. 730843
SEnglish@perkinscoie.com
Thomas R. Johnson, OSB No. 010645
TRJohnson@perkinscoie.com
Meredith M. Price, OSB No. 134627
MPrice@perkinscoie.com
1120 N.W. Couch Street, 10th Floor
Portland, OR 97209-4128
Telephone: 503.727.2000
Facsimile: 503.727.2222

Attorneys for Plaintiff FamilyCare, Inc.

1 CERTIFICATE OF SERVICE

2 The undersigned hereby certifies under penalty of perjury under the laws of the State of
3 Oregon that, on July 7, 2017, he caused to be served on the person(s) listed below in the manner
4 shown:

5 **NOTICE OF AMENDED DEPOSITION OF THE RECORDS CUSTODIAN FOR**
6 **HEALTH SHARE OF OREGON**

7 Oregon Health Authority
8 c/o Renee Stineman
9 Department of Justice, Special Litigation Unit
10 100 SW Market St.
11 Portland, OR 97201

12 *Attorneys for Oregon Health Authority*

- 13 United States Mail, First Class
14 By Messenger
15 By E-Mail
16 By regular e-mail and/or court's electronic service if parties are enrolled

17 Dated at Portland, Oregon, on July 7, 2017.

18 s/ Meredith M. Price
19 Meredith M. Price

In the Circuit Court of the State of Oregon
For the County of Marion

FAMILYCARE, INC., an Oregon non-profit corporation,,

Plaintiff,

v.

OREGON HEALTH AUTHORITY, an agency of the
State of Oregon,

Defendants.

Case No. 17CV09226

AMENDED CIVIL DEPOSITION SUBPOENA
DUCES TECUM


To: Custodian of Records
Health Share of Oregon
2121 SW Broadway, Ste 200
Portland, OR 97201

You are hereby commanded to appear at Perkins Coie LLP, 1120 NW Couch, 10th Floor, Portland, Oregon 97209 on July 14, 2017 at 9 o'clock a.m. to testify as a witness in the above entailed cause on behalf of the Plaintiff at the taking of a deposition and to remain until testimony is closed, unless sooner discharged. The deposition will be recorded by stenographic means.

You are hereby required to produce and permit inspection of the documents requested in Exhibit A that are in your custody, possession or control, pursuant to the Protective Order entered by the Court in this matter, attached hereto as Exhibit B. If all of the documents sought are not produced, please inform us of that fact and the reason for withholding the requested documents. You may comply with this Civil Deposition Subpoena Duces Tecum by delivering copies of the requested documents by first class mail to Meredith Price at this address on or before July 14, 2017.

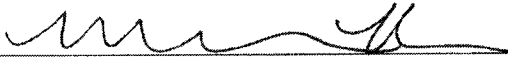
† Issued By:

Dated: July 7, 2017.


Meredith M. Price, OSB No. 134627

† A subpoena may be issued in blank by the clerk of the court in which the action is pending, or if there is no clerk, then by a judge or justice of such court, or it may be issued by an attorney of record for the party to the action in whose behalf the witness is required to appear. See ORCP Rule 55 C(2).

I hereby certify that the foregoing is a complete and exact copy of the original subpoena in the above cause.


MEREDITH M. PRICE, ATTORNEY FOR PLAINTIFF FAMILYCARE, INC.

Witness fee\$30.00
Mileage\$00.75
Total.....\$30.00

STATE OF OREGON, County of Multnomah) ss.

I hereby certify that I served the within subpoena on _____, 2017, on the within named _____ by delivering to him/her a copy thereof personally and giving or offering to him/her at the same time the fees and mileage (see opposite) to which he/she is entitled for travel to and from the place designated in the subpoena and for one day's attendance. I am a competent person 18 years of age or older.

Meredith M. Price, OSB No. 134627
PERKINS COIE LLP
1120 NW COUCH, 10TH FLOOR
PORTLAND, OREGON 97209
(503) 727-2000

NAME, ADDRESS, BAR NUMBER, AND TELEPHONE OF ATTORNEY
FOR PARTIES ON WHOSE BEHALF THE WITNESS IS REQUIRED TO APPEAR

EXHIBIT A

DEFINITIONS

1. "2017 Actuarial Certification" shall mean the document titled "Oregon Health Authority CCO Rate Development Actuarial Certification January 1 - December 31, 2017 Capitation Rates," attached as Exhibit 3 to the Complaint in this Action.
2. "Actuarial Soundness" shall refer to any accepted actuarial principles and practices relied on by OHA in developing the 2017 Capitation Rates.
3. "And" means and/or, and "or" means and/or. The terms "and" and "or" and "and/or" shall be construed disjunctively and conjunctively so as to be read in the broadest possible manner to bring within the scope of the particular document request any information that might otherwise be construed to be outside its scope.
4. "Base Data Adjustments" shall refer to the base data adjustments described in Section 2.03 of the 2017 Actuarial Certification.
5. "Base Data Exhibits" shall refer to the base data submitted by Health Share to OHA and those documents transmitted from OHA to Health Share reflecting the final Base Data Exhibits used by OHA and/or Optumas in the rate setting processes. An exemplar of this data was transmitted to Health Share on February 14, 2017, by Rhonda Busek of OHA and is labeled here as Exhibit 2.
6. "Capitation Rates" shall mean the capitated rates for the Oregon CCOs for the relevant rating period, as reflected in the Actuarial Certification for that time period; for example, the 2017 Capitation Rates refers to the capitated rates set for Oregon CCOs as reflected in the 2017 Actuarial Certification.
7. "CMS" shall mean the Centers for Medicare & Medicaid Services and any past and present agents, representatives, accountants, actuaries, attorneys, employees, including former employees, subsidiaries, or any other person or entity that has documents deemed to be in its possession, custody, or control.
8. "Document" means the original and any copies or reproductions, regardless of origin or location, of any kind information that is typewritten, handwritten, printed, transcribed, tape-recorded, video-recorded, photographed, computer-generated, or electronically stored, and any other data compilations from which information can be obtained, including, but not limited to, papers, reports, notes, memoranda, emails, text messages, blog entries, social media posts, billing statements, invoices, letters, records, intra-office or inter-office communications, notices, manuals, presentations, slide decks, results of investigations, requests for payments, working papers, contracts, agreements, tax forms and filings, evaluations, pictures, desk or pocket calendars, bank checks or statements, receipts, journals, diaries, time sheets or logs, computer data, appointment books, abstracts and summaries of other documents, or drafts of any of the above, whether used or not.

9. "Electronically stored" information means information of any kind maintained, created, or viewed by electronic data processing systems including all non-identical copies of such information, including, without restriction, emails, text messages, calendars, blog entries, social media posts, computer generated documents, electronic documents, electronic videos, electronic recordings, electronic images, computer data, computer programs, programming notes or instructions, and input and/or output used or produced by any software program, that is stored on any computer system or device, including, but not limited to, hard disks, floppy disks, CDs, DVDs, magnetic tapes of all types, microfiche, punched cards, computer chips, flash memory drives, phones, tablets, computers, servers, pagers, and any other device on which electronic information can be stored.
10. "FamilyCare" refers to FamilyCare, Inc.
11. "Health Share" or refers to "Health Share of Oregon" and any past and present agents, representatives, accountants, attorneys, employees, including former employees, any members, partners, or risk-accepting entities, or any other person or entity that has documents deemed to be in its possession, custody, or control, and including such entity under its prior names and in any form of a domestic or foreign limited liability corporation, partnership, or corporation.
12. "Oregon Health Authority" and "OHA" refers to Defendant Oregon Health Authority, both separately and jointly, and any past and present agents, representatives, accountants, attorneys, employees, including former employees, or any other person or entity that has documents deemed to be in its possession, custody, or control.
13. "Optumas" shall refer to Optumas and/or Schramm Health Partners, L.L.C., and any past and present agents, representatives, accountants, attorneys, employees, including former employees, or any other person or entity that has documents deemed to be in its possession, custody, or control, and including such entity under its prior names and in any form of a domestic or foreign limited liability corporation, partnership, or corporation.
14. "Rate Package" shall refer to the final capitation rate and exhibits related to the 2015, 2016 and 2017 Capitation Rates, including but not limited to all rate adjustments and data used by OHA in setting capitation rates, such as the Regional Rate Model (CCO-A & CCO-B); rate model summaries for specific capitation categories; models and summaries for rate add-ons (A&D Residential, ACT/SE, Breakthrough Therapies, CANS, Children's Wrap Around, NEMT); regional mental health only models; dental rate models; regional and statewide category of service summary; special needs rate group summary; payment rate PowerPoints; payment rate exhibit; risk factor exhibit; bariatric case rate summary; contract rate sheets; payment rate, rate range, and maternity case exhibit; regional ACA summary; regional non-ACA PMPM Comparison; ACA Base Data Summary; non-ACA base data summary; maternity models; and regional pharmacy trend exhibits.
15. "Raw Risk Score Data" shall refer to the workbooks and spreadsheets provided by OHA to Health Share referring to the "Regional Base Data and Risk Factors". An exemplar of this data was transmitted to Health Share on February 14, 2017, by Rhonda Busek of OHA and is labeled here as Exhibit 3.

16. "Relating to" and "relates to" means in any way referring to, concerning, responding to, reflecting, indicating, commenting on, regarding, discussing, showing, evidencing, confirming, supporting, representing, describing, disclosing, implying, analyzing, or constituting.
17. "Regional Rate Model" shall refer to the workbooks and spreadsheets provided by OHA to Health Share referring to "Regional Rate Model (TriCounty)". An exemplar of this data was transmitted to Health Share on February 14, 2017, by Rhonda Busek of OHA and is labeled here as Exhibit 1.
18. "Tri-County Region" shall refer to as discussed in the "Background" section of the 2017 Actuarial Certification.
19. "You" and "Your" refers to the records custodian for Health Share.

INSTRUCTIONS

1. If you find the meaning of any term in a specific document request unclear, you shall assume a reasonable meaning, expressly set forth in your response the assumed reasonable meaning, and respond to the request according to the assumed reasonable meaning, without waiver of FamilyCare's right to seek a full and complete production.
2. Each requested document shall be produced in its entirety, along with any attachments, drafts and copies, including, without limitation, copies that differ by virtue of handwritten notes or markings. If a document responsive to any document request cannot be produced in full, it shall be produced to the fullest extent possible with an explanation stating why production of the remainder is not possible.
3. Unless otherwise specified, the time period covered by these Requests for Production of Documents is January 1, 2014, to the present. However, if a document prepared prior to January 1, 2014, or subsequent to the date of these Requests for Production of Documents refers to events during the period January 1, 2014, through the present, and/or is necessary for a correct or complete understanding of any document covered by these Requests for Production of Documents, the document shall be produced. If any document is undated and the date of its preparation cannot be determined, the document shall be produced if it is otherwise responsive to these Requests for Production of Documents and no evidence exists to conclusively establish that this document was prepared prior to January 1, 2014.
4. Each document request, and the portions thereof, is to be responded to separately, but responses to one document request, or portion thereof, may be incorporated by reference in responses to other document requests, or portions thereof.
5. All documents produced pursuant to these Requests for Production of Documents shall be produced either in separate groups of documents responsive to each separate document request or in the form and order in which they were kept by you before being produced.

6. If you claim any form of privilege, whether based on statute or otherwise, as a ground for not producing requested documents, please furnish a log providing the following information with respect to each withheld document:
 - a. the date of the document;
 - b. for each individual who prepared, produced, reproduced, or received the document for which the privilege is claimed, state the person's name, current (or last known) business and residence addresses, current (or last known) business and residential telephone numbers, current (or last known) title or position, and occupation;
 - c. describe the document in sufficient detail to identify it without revealing the information for which the privilege is claimed; and
 - d. state every fact or basis upon which you claim any such privilege.
7. Documents shall be produced in Tagged Image File Format ("TIFF"), single page, black and white (or in color, if necessary for any given document or its content to be readable), dithered (if appropriate), at 300 x 300 dpi resolution and 8½ x 11 inch page size, except for documents requiring different resolution or page size to make them readable. Each TIFF document shall be produced with an image load file in standard Opticon (*.log) format that reflects the parent / child relationship. In addition, each TIFF document shall also be produced with a data load file in Concordance delimited format (*.dat), indicating (at a minimum) appropriate unitization of the documents, including beginning and ending production numbers for (a) each document set, and (b) each attachment within each document set. The TIFF images shall also be accompanied by extracted text or, for those files that do not have extracted text upon being processed (such as hard copy documents), optical character recognition ("OCR") text data; such extracted text or OCR text data shall be provided in document level form and named after the TIFF image. Documents that contain redactions shall be OCR'd after the redaction is applied to the image, and the OCR will be produced in place of extracted text at the document level. Notwithstanding the foregoing, the parties may negotiate a separate production format (including native format) for any documents that are not reasonably producible or readable as standard image files, such as audio files or large spreadsheets.
8. For documents produced in TIFF format that originated in electronic form, metadata shall be included with the data load files described above, and shall include (at a minimum) the following information: file name (including extension); original file path; page count; creation date and time; last saved date and time; last modified date and time; author; custodian of the document (that is, the custodian from whom the document was collected or, if collected from a shared drive or server, the name of the shared driver or server); and MD5 hash value. In addition, for email documents, the data load files shall also include the following metadata: sent date; sent time; received date; received time; "to" name(s) and address(es); "from" name and address; "cc" name(s) and address(es); "bcc" name(s) and address(es); subject; names of attachment(s); and attachment(s) count. All images and load

files must be named or foldered in such a manner that all records can be imported without modification of any path or file name information.

DOCUMENT REQUESTS

1. All documents and communications in Your possession, custody, or control reflecting or relating to the Tri-County Region's Regional Rate Model unmasked from January 1, 2014, to present.
2. All documents and communications in Your possession, custody, or control reflecting or relating to Health Share's Base Data Exhibits from January 1, 2014, to present.
3. All documents and communications in Your possession, custody, or control reflecting or relating to the Raw Risk Score Data from January 1, 2014, to present.
4. All documents and communications in Your possession, custody, or control relating to data underlying the "2017 Reimbursement Review" identified in Appendix VIII to the Optumas 2017 Rate Certification and the reimbursement adjustments communicated to Health Share and made in connection with that policy, including any analysis of past or current profitability, analysis of Health Share and FamilyCare financial statements, and consideration of reported expenditures, in connection with the 2015, 2016, and 2017 Capitation Rates.
5. To the extent not mentioned in the foregoing requests, all documents and communications in Your possession, custody, or control relating to the final Rate Package transmitted to Health Share from OHA from January 1, 2015, to present.
6. All documents in Your possession, custody, or control relating to all communication or documents addressing the 2015, 2016, and 2017 Capitation Rates or their development, FamilyCare, and/or the financial or operating results of FamilyCare as compared to Health Share.
7. All documents in Your possession, custody, or control recording or reflecting any communication between Health Share and CMS regarding the 2015, 2016, and 2017 capitation rates.
8. All documents in Your possession, custody, or control evidencing, reflecting, or relating to communications regarding the 2015, 2016, and 2017 Capitation Rates or their development, and/or the financial or operating results of FamilyCare as compared to Health Share, between members of the executive or legislative branch of the Oregon state government and Health Share.

EXHIBITS A1, A2 & A3
TO BE PRODUCED ON
THUMBDRIVE VIA FIRST CLASS
MAIL

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IN THE CIRCUIT COURT OF THE STATE OF OREGON
FOR THE COUNTY OF MARION

FAMILYCARE, INC., an Oregon non-profit corporation,

Plaintiff,

v.

OREGON HEALTH AUTHORITY, an agency of the State of Oregon,

Defendant.

Case No. 17CV09226
Honorable Sean E. Armstrong

STIPULATED PROTECTIVE ORDER

ORS 20.140 - State fees deferred at filing

This action concerns information that may be considered confidential, trade secret, proprietary, or commercially-sensitive information of the parties and third-parties (collectively, "confidential information") and, in the course of this litigation, the parties expect to exchange and obtain from third-parties confidential information and documents referencing or containing confidential information (collectively, "confidential materials"). The parties agree that the entry of this Stipulated Protective Order ("Protective Order") is warranted to limit disclosure of any such documents and information.

1. All documents, testimony, and other materials produced by the parties in this case and labeled "Confidential" or "Attorneys' Eyes Only" and subject to this Protective Order shall be used only in this proceeding.

2. Use of any information or documents labeled "Confidential" or "Attorneys' Eyes Only" and subject to this Protective Order, including all information derived therefrom, shall be restricted solely to the litigation of this case and shall not be used by any party for any business, commercial, or competitive purpose.

1 3. This Protective Order does not restrict the disclosure or use of any information or
2 documents lawfully obtained by the receiving party from any source other than the party
3 claiming confidentiality or through means or sources outside of this litigation. Should a dispute
4 arise as to any specific information or document, the burden shall be on the party claiming that
5 such information or document was lawfully obtained through means and sources outside of this
6 litigation.

7 4. Producing parties, including third parties, may designate as “Confidential” or
8 “Attorneys’ Eyes Only” documents, testimony, written responses, or other materials produced in
9 this case if they contain information that the producing party has a good faith basis for asserting
10 is confidential under the applicable legal standards. As used herein, “designating party” shall
11 refer to the party or third party designating any document, testimony or other materials as
12 “Confidential” or “Attorneys’ Eyes Only” under this Protective Order. The designating party
13 shall designate each page of the document with a stamp identifying it as “Confidential” or
14 “Attorneys’ Eyes Only,” unless impractical to do so.

15 5. If portions of documents or other materials deemed “Confidential” or “Attorneys’
16 Eyes Only” or any papers containing or making reference to such materials are filed with the
17 Court, the party seeking to file the confidential materials shall first move the court pursuant to
18 UTCR 5.160. Upon approval by the court the party shall file the confidential materials under
19 seal, marked as follows or in substantially similar form:

20 CONFIDENTIAL - IN ACCORDANCE WITH A PROTECTIVE ORDER, THE
21 ENCLOSURE(S) SHALL BE TREATED AS CONFIDENTIAL AND SHALL NOT BE
22 SHOWN TO ANY PERSON OTHER THAN THOSE PERSONS DESIGNATED IN
23 PARAGRAPH 8 OF THE PROTECTIVE ORDER.

23 or

24 ATTORNEYS’ EYES ONLY - IN ACCORDANCE WITH A PROTECTIVE ORDER,
25 THE ENCLOSURE(S) SHALL BE TREATED AS FOR ATTORNEYS’ EYES ONLY
26 AND SHALL NOT BE SHOWN TO ANY PERSON OTHER THAN THOSE
PERSONS DESIGNATED IN PARAGRAPH 9 OF THE PROTECTIVE ORDER.

1 6. Within thirty (30) calendar days after receipt of the final transcript of the
2 deposition of any party or witness in this case, a party or the witness may designate as
3 “Confidential” or Attorneys’ Eyes Only” any portion of the transcript that the party or witness
4 contends discloses confidential information. If a transcript containing any such material is filed
5 with the Court, it shall be filed under seal and marked in the manner described in paragraph 5.
6 Unless otherwise agreed, all deposition transcripts shall be treated as “Confidential” until the
7 expiration of the thirty-day period.

8 7. “Confidential” or “Attorneys’ Eyes Only” information and documents subject to
9 this Protective Order shall not be filed with the Court or included in whole or in part in
10 pleadings, motions, briefs, etc., filed in this case, except when any portion(s) of such pleadings,
11 motions, briefs, etc. have been filed under seal by counsel and marked in the same manner as
12 described in paragraph 5 above. Such sealed portion(s) of pleadings, motions, briefs, documents,
13 etc., shall be opened only by the Court or by personnel authorized to do so by the Court.

14 8. Use of any information, documents, or portions of documents marked
15 “Confidential,” including all information derived therefrom, shall be restricted solely to the
16 following persons, who agree to be bound by the terms of this Protective Order, unless additional
17 persons are stipulated by counsel or authorized by the Court:

18 a. Outside counsel of record for the parties, and the administrative staff of
19 outside counsel’s firms.

20 b. In-house counsel for the parties, and the administrative staff for each in-
21 house counsel.

22 c. Any party to this action and any employee, director, officer, or manager of
23 any party, as such party’s counsel may deem reasonable for purposes of this litigation.

24 d. Independent consultants or expert witnesses (including partners, associates
25 and employees of the firm which employs such consultant or expert) retained by a party or its
26

1 attorneys for purposes of this litigation, as such party's counsel may deem reasonable for
2 purposes of this litigation.

3 e. The Court and its personnel, including, but not limited to, stenographic
4 reporters regularly employed by the Court and stenographic reporters not regularly employed by
5 the Court who are engaged by the Court or the parties during the litigation of this action,

6 f. The authors and the original recipients of the documents.

7 g. Any court reporter or videographer reporting a deposition.

8 h. Employees of copy services, microfilming or database services, trial
9 support firms and/or translators who are engaged by the parties during the litigation of this
10 action.

11 9. Use of any information, documents, or portions of documents marked "Attorneys'
12 Eyes Only," including all information derived therefrom, shall be restricted solely to the persons
13 listed in paragraphs 8(a), 8(b), 8(d), 8(e), 8(f), 8(g) and 8(h), unless additional persons are
14 stipulated by counsel or authorized by the Court. Prior to being shown any documents produced
15 by another party marked "Confidential" or "Attorneys' Eyes Only," any person listed under
16 paragraph 8(c) or 8(d) shall agree to be bound by the terms of this Order by signing the
17 agreement attached as Exhibit A.

18 10. Whenever information designated as "Confidential" or "Attorneys' Eyes Only"
19 pursuant to this Protective Order is to be discussed by a party or disclosed in a deposition,
20 hearing, or pre-trial proceeding, the designating party may exclude from the room any person,
21 other than persons designated in paragraphs 8 and 9, as appropriate, for that portion of the
22 deposition, hearing or pre-trial proceeding.

23 11. Each party reserves the right to dispute the confidential status claimed by any
24 other party or subpoenaed party in accordance with this Protective Order. If a party believes that
25 any documents or materials have been inappropriately designated by another party or
26 subpoenaed party, that party shall confer with counsel for the designating party. As part of that

1 conferral, the designating party must assess whether redaction is a viable alternative to complete
2 non-disclosure. If the parties are unable to resolve the matter informally, a party may file an
3 appropriate motion before the Court requesting that the Court determine whether the Protective
4 Order covers the document in dispute. Regardless of which party files the motion, the party
5 seeking to protect a document from disclosure bears the burden of establishing good cause for
6 why the document should not be disclosed. A party who disagrees with another party's
7 designation must nevertheless abide by that designation until the matter is resolved by agreement
8 of the parties or by order of the Court.

9 12. The inadvertent failure to designate a document, testimony, or other material as
10 "Confidential" or "Attorneys' Eyes Only" prior to disclosure shall not operate as a waiver of the
11 party's right to later designate the document, testimony, or other material as "Confidential" or
12 "Attorneys' Eyes Only." The receiving party or its counsel shall not disclose such documents or
13 materials if that party or counsel knows or reasonably should know that a claim of confidentiality
14 would be made by the producing party. Promptly after receiving notice from the producing party
15 of a claim of confidentiality, the receiving party or its counsel shall inform the producing party
16 of all pertinent facts relating to the prior disclosure of the newly-designated documents or
17 materials, and shall make reasonable efforts to retrieve such documents and materials and to
18 prevent further disclosure.

19 13. Designation by either party of information or documents as "Confidential" or
20 "Attorneys' Eyes Only," or failure to so designate, will not be constitute an admission that
21 information or documents are or are not confidential or trade secrets. Neither party may
22 introduce into evidence in any proceeding between the parties, other than a motion to determine
23 whether the Protective Order covers the information or documents in dispute, the fact that the
24 other party designated or failed to designate information or documents as "Confidential" or
25 "Attorneys' Eyes Only."

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1 14. A large volume of documents may be exchanged through discovery in this
2 lawsuit, and the parties want to expedite the review and delivery of such documents. It is agreed
3 that if either party discloses privileged information and/or protected trial preparation materials,
4 the parties understand that there will be no waiver of privilege and/or protection. A party may
5 assert the privilege and/or protection at any time in the litigation. After being notified of the
6 privilege or protection, the other party (a) must promptly return the specified information, and
7 any copies in its possession, custody, or control, (b) must make reasonable efforts to retrieve and
8 to prevent disclosure of the information, if the party disclosed it before being notified, and
9 (c) may not further use or disclose the information. A party opposing the claim of privilege
10 and/or protection must promptly present the information to the court under seal for a
11 determination of the claim. Absent an expressed intent to waive, the presumption will be in
12 favor of privilege and/or protection.

13 15. Upon the request of the producing party or third party, within 30 days after the
14 entry of a final judgment no longer subject to appeal on the merits of this case, or the execution
15 of any agreement between the parties to resolve amicably and settle this case, the parties and any
16 person authorized by this Protective Order to receive confidential information shall return to the
17 producing party or third party, or destroy, all information and documents subject to this
18 Protective Order. Returned materials shall be delivered in sealed envelopes marked
19 "Confidential" or "Attorneys' Eyes Only" as appropriate to respective counsel. The party
20 requesting the return of materials shall pay the reasonable costs of responding to its request.
21 Notwithstanding the foregoing, counsel for a party may retain archival copies of all confidential
22 documents.

23 16. This Protective Order shall not constitute a waiver of any party's or non-party's
24 right to oppose any discovery request or object to the admissibility of any document, testimony
25 or other information.

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EXHIBIT A

I, _____, have been advised by counsel of record for
_____ in *FamilyCare, Inc. v. Oregon Health Authority*,
Case No. 17CV09226, Marion County, Oregon, of the protective order governing the delivery,
publication, and disclosure of confidential documents and information produced in this litigation.
I have read a copy of the protective order and agree to abide by its terms.

Signed Name

Printed Name

Date

1 CERTIFICATE OF READINESS

2 This proposed *order* is ready for judicial signature because:

3 1. Each opposing party affected by this *order* has stipulated to the *order*, as shown
4 by each opposing party's signature on the document being submitted.

5 2. Each opposing party affected by this *order* has approved the *order*, as shown by
6 signature on the document being submitted or by written confirmation of approval
7 sent to me.

8 3. I have served a copy of this *order* on all parties entitled to service and provided
9 written notice of the objection period, and:

10 a. No objection has been served on me within that time frame.

11 b. I received objections that I could not resolve with the opposing party
12 despite reasonable efforts to do so. I have filed with the court a copy of the
13 objections I received and indicated which objections remain unresolved.

14 c. After conferring about objections, [*role and name of opposing party*]
15 agreed to file any remaining objection with the court by [*date*], which
16 predated my submission.

17 4. The relief sought is against an opposing party who has been found in default.

18 5. An order of default is being requested with this proposed judgment.

19 6. Service is not required by statute, rule, or otherwise.

20 DATED June 8, 2017.

21
22
23 s/ Renee Stineman

24 RENEE STINEMAN #994610
25 Attorney-in-Charge
26 Trial Attorney
Tel (971) 673-1880/Fax (971) 673-5000
Renee.Stineman@doj.state.or.us
Of Attorneys for Defendant

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CERTIFICATE OF SERVICE

I certify that on June 8, 2017, I served the foregoing STIPULATED PROTECTIVE ORDER upon the parties hereto by the method indicated below, and addressed to the following:

Stephen F. English
Courtney Rian Peck
Meredith M. Price
Thomas Russell Johnson
Perkins Coie LLP
1120 NW Couch 10th Flr
Portland, OR 97209
Of Attorneys for Plaintiff

HAND DELIVERY
 MAIL DELIVERY
 OVERNIGHT MAIL
 SERVED BY E-FILING

s/ Renee Stineman
RENEE STINEMAN #994610
Attorney-in-Charge
CARLA A. SCOTT #054725
Senior Assistant Attorney General
Trial Attorneys
Tel (971) 673-1880/Fax (971) 673-5000
Renee.Stineman@doj.state.or.us
Carla.A.Scott@doj.state.or.us
Of Attorneys for Plaintiff

CERTIFICATE OF SERVICE

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I hereby certify that a true copy of the foregoing NON-PARTIES' MOTION TO INTERVENE was served on:

Meredith M. Price
Perkins Coie LLP
1120 N.W. Couch Street, 10th Floor
Portland, OR 97209

Attorneys for Plaintiff

- By hand delivery
- By first-class mail*
- By overnight mail
- By facsimile transmission
- Fax #: _____
- By e-mail: _____

Oregon Health Authority
Attn.: Renee Stineman
Department of Justice, Special Litigation Unit
100 SW Market Street
Portland, OR 97201

Attorneys for Defendant

- By hand delivery
- By first-class mail*
- By overnight mail
- By facsimile transmission
- Fax #: _____
- By e-mail: _____

*With first-class postage prepaid and deposited in Portland, Oregon.

Dated this 9th day of August, 2017.

BRIAN M. PARROTT, LLC

By: /s/ Brian M. Parrott
Brian M. Parrott, OSB No. 013760
Telephone: (503) 607-2715
E-Mail: brian@bparrott-law.com
Attorney for PrimaryHealth of
Josephine County, LLC