



Contract Number «Medicaid_Contract_»

**AMENDMENT TO
STATE OF OREGON - OREGON HEALTH PLAN
HEALTH PLAN SERVICES CONTRACT
COORDINATED CARE ORGANIZATION**

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This is amendment number «Next_M_amend_» (“**Amendment**”) to Contract Number «Medicaid_Contract_» (the “**Contract**”) between the State of Oregon, acting by and through its Oregon Health Authority, hereinafter referred to as “OHA,” and

«Registered_Name»
«Registered_ABN»
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hereinafter referred to as “**Contractor.**”

This Amendment is effective as of May 1, 2024 (“**Amendment Effective Date**”), provided: (i) it has been approved in writing for legal sufficiency on or before such date, (ii) all other approvals that may be required by applicable law have been obtained, and (iii) it has been executed by all parties (“**Amendment Effective Date**”). Capitalized terms not defined in this Amendment have the meanings assigned to them in the 2024 Contract (as such term is defined in Para. A below of this Amendment).

RECITALS

- A. WHEREAS**, OHA and Contractor (the “**Parties**”) entered into Amendment No. «M_2024_restatement» to the Medicaid Contract, which served to amend and restate the 2023 Contract for the 2024 calendar year (the “**2024 Contract**”);
- B. WHEREAS**, subject to the State 1115 Waiver approved by Centers of Medicare & Medicaid (“**CMS**”) on September 28, 2022, OHA and Coordinated Care Organizations (“**CCOs**”) must commence providing a new set of services, which are called Health-Related Social Needs (“**HRSN**”) Services, to Oregon Health Plan (OHP) enrollees according to the schedule approved by CMS;

- C. **WHEREAS**, the Parties entered into an amendment, which was effective as of March 1, 2024, pursuant to which Contractor was required to begin providing one set of HRSN Services, called Climate-Related Supports and Health-Related Social Needs Outreach and Engagement (“**March 2024 HRSN Amendment**”);
- D. **WHEREAS**, the March 2024 HRSN Amendment acknowledged that some of the terms and conditions included therein (those that reflected OHA’s HRSN Services Protocol) may have to be modified in the event CMS did not approve, or approved subject to revision, OHA’s HRSN Service Protocol. The March 2024 HRSN Amendment therefore stated that in such event, Contractor would have to comply with the final, CMS approved HRSN Services Protocol once OHA posted them on its website;
- E. **WHEREAS**, after the parties entered into the March 2024 HRSN Amendment, CMS advised OHA on February 1, 2024, that its HRSN Services Protocol was approved subject to certain modifications;
- F. **WHEREAS**, notwithstanding Contractor’s obligation to comply with the final, CMS approved HRSN Services Protocol as set forth in the March 2024 Amendment, the Parties are, for the ease of Contract administration, entering into this Amendment to memorialize in one document the Parties’ respective obligations relating to the CMS approved version of OHA’s HRSN Services Protocol.

NOW, THEREFORE, in consideration of the premises, covenants, and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree to the following:

AMENDMENT

1. The March 2024 Amendment, No. «M_HRSN_climate_services_eff_03012024», expires effective as of this Amendment Effective Date. The expiration of the March 2024 Amendment does not affect its terms and conditions for Work performed prior to this Amendment Effective Date.
2. **Definitions.** Exhibit A, “Definitions,” of the 2024 Contract is hereby amended by adding the following defined terms:

“Adults and Youths Discharged from an Institution for Mental Disease (IMD)” means Members who have been discharged from an IMD (as such term is defined in 42 CFR § 435.1010) within the last 365 days. Subject to Ex. B, Part 2, Sec. 15 of the Contract, eligibility for the HRSN Services shall expire on the 366th calendar day after discharge from the IMD.

“Adults and Youths Released from Incarceration” means Members released from incarceration within the past 365 calendar days, including those released from state and federal prisons, local correctional facilities, juvenile detention facilities, Oregon Youth Authority closed custody corrections, or tribal correctional facilities. Subject to Ex. B, Part 2, Sec. 15 of the Contract, eligibility for HRSN Services shall expire on the 366th calendar day after release from a carceral facility.

“At Risk of Homelessness” has the meaning assigned to it by the U.S. Department of Housing and Urban Development (HUD) in 24 CFR § 91.5.

“Climate-Related Supports” means climate-related devices and services provided to HRSN Eligible Members in their own home or non-institutional, non-congregate primary residence and for whom such equipment and support are Clinically Appropriate as a component of health services treatment or prevention. Subject to Ex. B, Part 2, Sec. 15, Para. c, HRSN Eligible Members are eligible for new climate-related devices only every thirty-six (36) months.

- a. Clinically Appropriate climate-related devices for Member homes, non-institutional, non-congregate primary residence include:
 - (i) Air conditioners for individuals at health risk due to significant heat,
 - (ii) Heaters for individuals at increased health risk due to significant cold,
 - (iii) Air filtration devices and, as needed, replacement air filters for individuals at health risk due to compromised air quality,
 - (iv) Mini refrigeration units as needed for individuals for medication storage, and
 - (v) Portable power supplies (PPSs) for individuals who need access to electricity-dependent equipment (e.g., ventilators, dialysis machines, intravenous equipment, chair lifts, mobility devices, communication devices, etc.) or who are at risk of public safety power shutoffs (PSPS) that may compromise their ability to use medically necessary devices.
- b. Climate-Related Support services include, as may be needed by the Member, the provision and service delivery of the climate-related devices identified above and device maintenance as described in Ex. B, Part 2, Sec. 15 of the Contract. For air conditioners, Climate-Related Support services shall also include installation as needed by the Member.

“Clinically Appropriate” means having at least one HRSN Clinical Risk Factor and at least one HRSN Social Risk Factor, each of which must be applicable to the HRSN Service for which the Member is authorized. For example, to determine if a Member authorized to receive Climate-Related Supports, they must, in addition to belonging to an HRSN Covered Population, have at least one HRSN Climate Device Clinical Risk Factor and one HRSN Climate Device Social Risk Factor. HRSN Services are not Clinically Appropriate if they are solely for the convenience or preference of the Member.

“Closed Loop Referral” means the process of exchanging information between and among Contractor, OHA (which may include its FFS Program), a Member, HRSN Service Providers, and other similar organizations, to make referrals and communicate about the status of referrals for a Member.

“Community Information Exchange” and **“CIE”** each means a software application that is utilized by a network of collaborative partners using technology systems to exchange information for the purpose of connecting individuals to the services and supports they need. CIE functionality must include Closed Loop Referrals, a shared resource directory, and documentation of consent to the use of technology by the Member or other individual being connected to services.

“Health-Related Social Needs” and **“HRSN”** each means the unmet climate-related needs that contribute to an individual’s poor health and are a result of underlying social and structural determinants of health.

“HRSN Climate Device Clinical Risk Factor” means any one of the climate device-specific clinical risk factors detailed in the final, CMS approved HRSN Services Protocol posted on the OHA 2022-2027 Medicaid 1115 Demonstration Waiver webpage which are incorporated by this reference as though fully set forth in this Definition. The URL for the final, CMS approved HRSN Services Protocol is as follows:

<https://www.oregon.gov/oha/hsd/medicaid-policy/pages/waiver-renewal.aspx>.

“HRSN Climate Device Social Risk Factor” means an individual who resides in their own home or non-institutional, non-congregate primary residence and for whom an air conditioner, heater, air filtration device, portable power supply (PPS), or mini refrigeration unit (or all or any combination thereof), is Clinically Appropriate as a component of health services, treatment, or prevention.

“HRSN Clinical Risk Factor” is the generic term for any one, or combination, or all of the following:

- a.** HRSN Climate Device Clinical Risk Factor
- b.** HRSN Housing Clinical Risk Factor
- c.** HRSN Nutrition Clinical Risk Factor

“HRSN Connector” means any person or entity, including HRSN Service Providers and other similar social service organizations, that assists Members in documenting the information necessary to make an HRSN Request to the Contractor for an HRSN Eligibility Screening and HRSN Service authorization.

“HRSN Covered Populations” means Members who belong to one or more of the following populations:

- a.** Adults and Youth Discharged from an Institution for Mental Diseases (IMD),
- b.** Adults and Youth Released from Incarceration,
- c.** Individuals currently or previously involved in Oregon’s Child Welfare system
- d.** Individuals Transitioning to Dual Status,
- e.** Individuals who meet the definitions of either “HUD Homeless” or “At Risk of Homelessness,” as such terms are defined by HUD in 24 CFR § 91.5.

“HRSN Eligibility Screening” means the process by which the Contractor determines whether an individual (i) is enrolled in Medicaid, (ii) belongs to a HRSN Covered Population, (iii) has at least one HRSN Clinical Risk Factor applicable to the HRSN Services for which they are being screened, (iv) has at least one HRSN Social Risk Factor applicable to the HRSN Services for which they are being screened, (v) is not receiving the same or substantially similar service from a state or federally funded program that would be received from the Contractor if authorized to receive the HRSN Services, and (vi) meets any other additional required eligibility criteria that may apply in connection with the specific HRSN Services that may be needed.

“HRSN Eligible” means a Member who meets all of the following criteria:

- a.** Belongs to at least one of the HRSN Covered Populations,
- b.** Has at least one HRSN Clinical Risk Factor applicable to the HRSN Service(s) for which they are being screened,
- c.** Has at least one HRSN Social Risk Factor applicable to the HRSN Service(s) for which they are being screened, and

- d. Meets any additional eligibility criteria and requirements that may apply in connection with the specific HRSN Services.

“HRSN Fee Schedule” means the OHA document that identifies the reimbursement rates paid to HRSN Service Providers for covered HRSN Services furnished to HRSN Eligible Members who are authorized to receive such Services.

“HRSN Outreach and Engagement Services” means the activities performed by HRSN Service Providers or Contractor for the purpose of identifying OHP enrolled individuals presumed eligible for HRSN Climate-Related Services and include, at a minimum, a and b below, and may include the activities described in c and d below:

- a. Contacting and engaging Members who belong to one or more HRSN Covered Populations and who are presumed to be eligible for HRSN Climate-Related Services;
- b. Determining whether the Member is enrolled in the FFS Program or a CCO and, if a CCO, which one;
- c. Transmitting to the Member’s CCO or to OHA’s FFS Program (or its designated third-party contractor) the partial or complete HRSN Request Form, or information contained within, for HRSN eligibility determination and HRSN Service authorization;
- d. Providing HRSN Eligible Members who may have a need for medical, peer, social, educational, legal, or other related services with information and logistical support necessary to connect them with the needed resource and services.

The Administrative Payments made to Contractor includes sums allocated to Outreach and Engagement Services when Contractor or subcontractor performs these services.

Contractor may pay HRSN Service Providers, subject to the conditions outlined in Ex. B, Part 2, Sec. 16, Para. o of this Contract.

“HRSN Request” means a request from an HRSN Connector organization or individual made to Contractor to perform an HRSN Eligibility Screening. An HRSN Request is comprised of, at minimum, the name and contact information of the individual being recommended and identification of the anticipated HRSN service need. An HRSN Request may also include confirmation of OHP Medicaid enrollment or confirmation the individual is a Member enrolled in Contractor’s CCO (or both), as well as any other information regarding the individual’s potential HRSN Eligibility.

“HRSN Self-Attestation” means a written attestation made by the Member or Member Representative that they satisfy the applicable requirements necessary to establish that the Member is HRSN Eligible to receive one or more HRSN Services.

“HRSN Service Provider” means a private or public social service organization, community organization, or other similar individual or entity that provides HRSN Services.

“HRSN Service Vendor” means any individual or entity that is contracted or procured by Contractor or an HRSN Service Provider to deliver or provide HRSN Services directly to an HRSN Eligible Member who has been approved to receive HRSN Services. Examples of HRSN Service Vendors include, without limitation, entities or individuals that deliver air conditioners, heaters, air filtration devices, PPSs or mini refrigeration units to the homes or non-institutional, non-congregate primary residences of Members, or in the case of air conditioners, additionally help to install.

“HRSN Services” means Climate-Related Supports, and associated HRSN Outreach and Engagement that address a Member’s Health-Related Social Needs. In addition to the definitions, service descriptions, and processes set forth in this Contract, additional information regarding the different components of HRSN Services are detailed in the HRSN Guidance Document.

“HRSN Social Risk Factor” means the need(s) of a Member related to a Health-Related Social Needs service. The HRSN Social Risk Factors are specific to each of the HRSN Services, which are Climate-Related Supports, Housing, and Nutrition.

“HUD Homeless” has the meaning assigned to it by the U.S. Department of Housing and Urban Development (HUD) in 24 CFR § 91.5.

“Individuals Involved with Child Welfare” means Members who are currently, or have previously been, involved in Oregon’s Child Welfare System including members who are currently or have previously been:

- a. In foster/substitute care;
- b. Receiving adoption or guardianship assistance or family preservation services; or
- c. The subject of an open child welfare case in any court.

“Individuals Transitioning to Dual Status” means Members enrolled in Medicaid who are transitioning to dual status with Medicare and Medicaid coverage. Members shall be included in HRSN Covered Population for the ninety (90) calendar days preceding the date Medicare coverage is to take effect and 270 calendar days after it takes effect. Eligibility for services must be determined within 270 calendar days after transition to dual status.

“Person-Centered Service Plan” and **“PCSP”** each means the HRSN-related component of the care plan that is developed in consultation with the Member upon authorization of Climate-Related Supports. The PCSP must be reviewed and revised upon reassessment of need at least every twelve (12) months, when the Member’s circumstances or needs change significantly, or at the request of the Member.

“Public Safety Power Shutoff (PSPS)” means the temporary shutdown of electricity for the purpose of protecting communities in high fire-risk areas when experiencing extreme weather events, which could cause the electrical system to spark wildfires. The decision to implement a PSPS is usually made by the utility provider of the affected service area.

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3. **Non-Covered Health Services with Care Coordination.** Section 9 (“**Non-Covered Health Services with Care Coordination**”) of Exhibit B, “Statement of Work - Part 2 - Covered and Non-Covered Services,” of the 2024 Contract is hereby amended by deleting it in its entirety and replacing it with the new Section 9 set forth below in this Section 2 of this Amendment. Newly added text is indicated with **bold, underlined font** and ~~{deleted text is bracketed and struck-through}~~.

9. Non-Covered Health Services with Care Coordination

Contractor must provide information in its Member Handbook about the availability of support from Contractor to access and coordinate care for Non-Covered Health Services with Care Coordination described in this Sec. 9 and how to request such support from Contractor. Additionally, Contractor is responsible for ensuring its Members have access to NEMT services for the services described in this Sec. 9.

- a. Except as provided in Sec. 10 below of this Ex. B, Part 2, Contractor shall coordinate services for each Member who requires health services not covered under this Contract. Such services not covered include, but are not limited to, the following:
- (1) Out-of-Hospital birth (OOHB), also known as Planned Community Birth (PCB), services including prenatal and postpartum care for individuals meeting criteria defined in OAR 410-130-0240. Specifically, OHA will be responsible for providing and paying for Care Coordination related to maternity care and primary OOHB services for those Members approved for OOHBs as well as for those Members in provisionally approved status. Further, OHA will be responsible for providing and paying for newborn initial assessment and newborn bloodspot screening test, including the screening kit obtained through Oregon State Public Health Laboratory. OHA will also be responsible for, with the assistance of Contractor, providing Care Coordination for the services ancillary to OOHBs including, but not limited to, pharmacy, ultrasounds, labs, prenatal vitamins, and all other Covered Services related to typical maternity care. However, Contractor shall be responsible for payment of the foregoing typical ancillary maternity care services in accordance with OAR 410-141-3826 and continue to be responsible for providing Care Coordination and payment of Covered Services other than those related to maternity care. OHA shall provide Contractor with a list of Members approved and not approved for OOHB services on a regular basis;
 - (2) Long Term Services and Supports excluded from Contractor reimbursement pursuant to ORS 414.631;
 - (3) Family Connects Oregon services; **and**
 - (4) **HRSN Services for Members who are enrolled with Contractor, but for whom HRSN Services are the responsibility of OHA’s FFS Program, consistent with OAR 410-141-3826.**
- b. Contractor shall assist its Members in gaining access to certain Behavioral Health services that are Carve-Out Services, including but not limited to the following:

- (1) Standard therapeutic class 7 & 11 Prescription drugs, Depakote, Lamictal and their generic equivalents dispensed through a licensed pharmacy. These medications are paid through OHA's Fee for Service system;
- (2) Therapeutic foster care reimbursed under Healthcare Common Procedure Coding System, Code S5146, for Members under 21 years of age;
- (3) Therapeutic group home reimbursed for Members under 21 years of age;
- (4) Behavioral rehabilitative services that are financed through Medicaid and regulated by DHS Child Welfare and Oregon Youth Authority;
- (5) Investigation of Members for Civil Commitment;
- (6) Long Term Psychiatric Care for Members 18 years of age and older;
- (7) Preadmission screening and resident review for Members seeking admission to a LTPC;
- (8) LTPC for Members age 17 and under, including:
 - (a) Secure Children's Inpatient program,
 - (b) Secure Adolescent Inpatient Program, and
 - (c) Stabilization and transition services;
- (9) Personal care in adult foster homes for Members 18 years of age and older;
- (10) Residential mental health services for Members 18 years of age and older provided in licensed Community treatment programs;
- (11) Abuse investigations and protective services as described in OAR Chapter 407, Division 45 and ORS 430.735 through 430.765;
- (12) Personal care services as described in OAR 411-034-0000 through 411-034-0090 and OAR 309-040-0300 through 309-040-0330; and
- (13) Enhanced Care Services and Enhanced Care Outreach Services as described in OAR 309-019-0155.

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4. Health-Related Social Needs Services. Exhibit B, “Statement of Work - Part 2 - Covered and Non-Covered Services,” of the 2024 Contract is hereby amended by adding new Sections 15 and 16 as set forth below in this Section 3 of this Amendment.

15. Health-Related Social Needs Services: Member Identification, Screenings, Authorizations, Denials, and Notifications

Consistent with the State 1115 Waiver, Contractor shall meet the requirements set forth in this Sec. 15 relating to HRSN Services. Contractor is responsible for delivering and otherwise providing HRSN Services for its eligible Members as specified in OAR 410-141-3820.

a. HRSN Guidance Document. OHA will provide Contractor with an HRSN Guidance Document. The HRSN Guidance Document is located on the CCO Contract Forms Website and will be updated from time to time as may be necessary. The HRSN Guidance Document addresses, at minimum, additional information and details for the following:

- (1) Climate-Related Supports,
- (2) Eligibility for Climate-Related Supports,
- (3) HRSN Outreach and Engagement Services,
- (4) HRSN Service Delivery: Member Identification, Screening, and Authorizations,
- (5) Closed Loop Referrals,
- (6) Other Requirements for Climate-Related Supports,
- (7) Provider Qualifications,
- (8) HRSN Non-risk Settlement Procedures, and
- (9) HRSN Data Collection and Reporting.

b. General Requirements. Contractor shall develop and implement HRSN Services systems that are supported by written policies and procedures (“**HRSN P&Ps**”) that describe the process for the delivery of HRSN Services, including the processes for: (i) conducting HRSN Outreach and Engagement, (ii) identifying HRSN Connectors that will inquire with individuals and make an HRSN Request if the individual expresses interest in receiving HRSN Services, (iii) conducting HRSN Eligibility Screenings to determine HRSN Eligibility and Service need, (iv) authorizing or denying HRSN Services, and (v) making Closed Loop Referrals in accordance with the requirements set forth in this Sec. 15, in Sec. 16 below, and in the HRSN Guidance Document. Contractor’s HRSN P&Ps must specifically include a description of all of the elements included in Secs. 15 and 16 as further set out in Para. c of Sec. 16 below and the HRSN Guidance Document.

c. HRSN Services. HRSN Climate-Related Supports are Climate-Related Devices, support services, and associated HRSN Outreach and Engagement Services. HRSN Climate Related Supports are provided to Members in their own home or non-institutional, non-congregate primary residence, who belong to an HRSN Covered Population, and for whom such equipment and support are Clinically Appropriate as a component of health services treatment or prevention (“**HRSN Authorized Members**”). Except as permitted in Sub-Sub.Paras. (b-d) of Sub.Para. (1) below of this Para. c, HRSN Authorized

Members may receive a new climate related device provided Contractor conducts a re-screening and determines they are eligible for HRSN Climate Related Supports.

- (1)** Climate-Related Support services include, as may be needed by the HRSN Eligible Member, the provision and service delivery of the climate-related devices identified in Exhibit A (Definitions) of this Contract; and for air conditioners, also include installation as needed by the Member.

 - (a)** Air Filtration Devices (AFDs) – AFDs require replacement filters for effective air filtration. The rate at which filters need replacing is dependent on variables such as hours of use and the amount of smoke or other harmful particles in the air requiring filtration. The initial device shall be delivered with no less than one additional replacement filter. HRSN Authorized Member requests for additional air filter replacements shall be limited to three filter replacement fulfillments for the twelve (12) months following the delivery of the climate-related device, provided they do not become ineligible for Climate-Related Supports during such period. Subject to an HRSN Authorized Member being reassessed as eligible for Climate-Related Support Services at the end of each twelve (12) month period, CCOs must provide such Members with air filter replacements in accordance with the standard for the initial twelve (12) month period following the delivery of the climate-related device.
 - (b)** Device failure – If a covered device is damaged or defective upon arrival or fails to function properly within one year from the date on which the HRSN Authorized Member received their device, the manufacturer warranty shall be the first step toward a resolution. If either (i) the device is no longer within the manufacturer’s warranty period or (ii) the warranty does not cover the necessary repairs, and the HRSN Authorized Member is still eligible for the climate-related device at the time the climate-related device ceased to function properly, Contractor shall replace or repair the device at least once. Contractor shall not be required to repair or replace a climate-related device more than once when the climate-related device is outside the warranty period or the reason for failure is not covered by the warranty.
 - (c)** Warranty Process – Contractor shall support all HRSN Authorized Members with service call coordination or device replacement coordination for a period of twelve (12) months from the date the on which the applicable Member received their device.
 - (d)** Replacement Climate-Related Devices – In the event an HRSN Authorized Member advises Contractor that (i) their climate-related device was stolen, or (ii) they moved to a new residence without taking the climate-related device with them, the climate-related device may be replaced by Contractor subject to Contractor’s reasonable discretion. However, in no event shall an HRSN Authorized Member be entitled to receive a replacement more than once during any thirty-six (36) month period.

- (e) The safe use of devices provided under Climate-Related Supports may have additional requirements based on the environment in which they are used. The safe use of devices requires that a member reside in a non-institutional, non-congregate primary residence of any type or a “recreational vehicle,” as defined in ORS 174.101, that has a reliable source of electricity for operating a device, and that the Member or their Representative can safely and legally install the device in their place of residence. In the event the foregoing conditions cannot be met, the HRSN Eligible Member may not be Authorized for receipt of the Climate-Related device.
- (2) HRSN Outreach and Engagement Services for HRSN Climate Related Supports shall be performed in accordance with the definition of the term as defined in Exhibit A (Definitions) of this Contract, as set forth elsewhere in this Contract, and as outlined in Contractor’s HRSN P&Ps, which shall be based on the HRSN Guidance Document.
- d. Member Identification.** Contractor, including applicable Subcontractor(s), shall ensure multiple pathways for individuals to be identified as being enrolled in Medicaid, belonging to an HRSN Covered Population, and potentially having one or more HRSN Service needs. Contractor shall refer to the HRSN Guidance Document for additional information relating to the identification and prioritization of individuals who belong to an HRSN Covered Population. Pathways for Member identification must include:
 - (1) Contractor proactively identifying Members who belong to a Covered Population and who also have at least one HRSN Clinical Risk Factor for an HRSN Service through a review of Contractor’s encounter and claims data;
 - (2) Contracting with HRSN Service Providers to conduct HRSN Outreach and Engagement Services to identify Members who belong to a Covered Population and who also have at least one HRSN Clinical Risk Factor for an HRSN Service and make HRSN Requests;
 - (3) Engaging with and receiving HRSN Requests from HRSN Connectors other than HRSN Service Providers; and
 - (4) Accepting Members’ self-referral.
- e. HRSN Requests.** Contractor shall accept all HRSN Requests and Self-Attestations received through the pathways identified in Para. d above of this Sec. 15.
 - (1) Provided an HRSN Connector obtains all the information necessary to make an HRSN Request to Contractor, Contractor must permit the HRSN Connector to determine how to appropriately request an individual provide the information necessary for determining whether they belong to an HRSN Covered Population and have one or more HRSN Services needs.
 - (2) Contractor shall require HRSN Connectors to provide the following information in writing when making an HRSN Request: (i) the name and contact information for the individual being recommended, and (ii) identification of one or more HRSN Service needs the individual may need. Other information that may be documented in the HRSN Request includes confirmation of OHP Medicaid

enrollment and confirmation of enrollment in Contractor's CCO as well as any other information regarding the individual's potential HRSN Eligibility. All HRSN Requests must include a statement that the individual desires to take part in an HRSN Eligibility Screening performed by Contractor, attested by the individual's signature. Contractor shall not require an HRSN Connector to use a particular form or template to make the HRSN Request; instead, Contractor shall accept any HRSN Request used by the HRSN Connector that includes all the required information identified in this Sub.Para. (2), including the HRSN Request template made available by OHA on the CCO Contract Forms Website.

- (3) Contractor shall accept HRSN Requests by any delivery method used by HRSN Connectors, including, but not limited to email, fax, mail, personal delivery, or any other reliable delivery method.

f. Screening Members for HRSN Eligibility Absent Self-Attestation. Contractor shall make good faith efforts to ensure all individuals who are the subject of an HRSN Request through one of the pathways set forth in Para. c of this Sec. 15 or through any other reliable pathway are offered an HRSN Eligibility Screening.

- (1) Contractor shall first confirm OHP Medicaid enrollment and, if confirmed, ensure such Member is enrolled with Contractor's CCO prior to proceeding with a full HRSN Eligibility Screening. If the Member is not enrolled with Contractor's CCO, Contractor shall then ensure the Member is connected with the applicable CCO or, if enrolled in OHA's FFS Program, to OHA, for the purpose of participating in HRSN Eligibility Screening.
- (2) Once Contractor confirms the individual that is the subject of the HRSN Request is enrolled in Contractor's CCO, Contractor shall use reasonable efforts to obtain all other information necessary to complete the HRSN Eligibility Screening. Contractor's reasonable efforts shall include, without limitation, using the information included in Contractor's own records, obtaining only the relevant information from the Member, and when permitted by the Member, obtaining the relevant and appropriate information from the HRSN Connector.
- (3) Contractor shall document its attempts to collect the information needed to determine eligibility.
- (4) Contractor shall document the results of the HRSN Eligibility Screening, including at minimum, the information listed below in this Sub.Para. (4):
 - (a) The Member's OHP Medicaid Number,
 - (b) The HRSN Covered Population to which they belong,
 - (c) The Member's HRSN Climate Device Clinical Risk Factor(s),
 - (d) The Member's HRSN Climate Related Device Services authorized,
 - (e) The Member's HRSN Climate Device Social Risk Factor(s), and

- (f) Whether the Member is receiving the same or substantially similar service as the identified HRSN Services need from a local, state, or federally funded program.
- (5) If, after completing the HRSN Eligibility Screening and documenting all the required information, the Member meets all of the criteria for being HRSN Eligible, Contractor shall authorize the identified HRSN Services as expeditiously as possible but in no event more than fourteen (14) days or, as applicable, seventy-two (72) hours following determination of eligibility as required under Ex. B, Part 2, Sec. 3, Para. b, Sub.Paras. (11) or (12).
- (6) If, after completing the HRSN Eligibility Screening and documenting the results thereof, the Member does not meet all of the criteria for being HRSN Eligible, Contractor shall not authorize the delivery of HRSN Services. Contractor shall deny the delivery of HRSN Services as expeditiously as possible as required under above of Ex. B, Part 2, Sec. 3 (including, without limitation, Para. b, Sub.Paras. (11) or (12) as applicable). Contractor shall document the reason for the denial.
- (7) Contractor shall notify the HRSN Connector who submitted the HRSN Request of the approval or denial of the HRSN Request through a Closed Loop Referral if the HRSN Connector will be or would have been the HRSN Service Provider.
- (8) Quarterly, and as reasonably requested by OHA from time to time and as requested by CMS, Contractor shall submit the information listed in (a)-(d) in Sub.Para. (4) above to OHA using the HRSN specific tabs on Exhibit L.
- g. HRSN Eligibility Screening with Self-Attestation.** Prior to authorizing or denying HRSN Services for a Member who submits a Self-Attestation, Contractor shall first complete the HRSN Eligibility Screening by documenting the information in the Self-Attestation as identified in Sub.Para. (3) above in Para. f of this Sec. 15. Contractor shall also, prior to authorizing or denying HRSN Services for a Member who submits a Self-Attestation use good faith efforts to verify a Member's Self-Attestation within a reasonable period of time.
 - (1) If Contractor cannot, using good faith efforts, verify the Member's Self-Attestation, within a reasonable period of time, Contractor shall, if it determines in its reasonable discretion the Self-Attestation is truthful, authorize the identified HRSN Services need. Contractor shall document its good faith efforts to verify the Member's Self-Attestation and the reasonable basis for authorizing the HRSN Services.
 - (2) In no event will Contractor be liable to OHA or the State for authorizing HRSN Services nor will OHA or the State take any adverse action against Contractor based on Contractor's acceptance of a Self-Attestation provided the authorization was made in accordance with Sub.Para. (1) of this Para. g. However, failure to document the information as required under Sub. Para. (1) above of this Para. g, may result in liability to OHA.
 - (3) If Contractor obtains information during the good faith verification process that invalidates the Member's HRSN Self-Attestation, Contractor shall not authorize

the delivery of HRSN Services. Such denial and the reason thereof shall be documented.

h. Authorization or Denial of HRSN Services: Additional Requirements.

- (1) In the event Contractor uses technology (e.g., CIE) for Closed Loop Referrals (i.e., refer an HRSN Authorized Member to an HRSN Service Provider):
 - (a) Contractor must notify Members that they have the right to opt out of technology for Closed Loop Referrals and still receive HRSN Services. If a Member opts out of technology, the Member's election to opt-out must be documented and Contractor must also notify the applicable HRSN Service Providers of such Member's election to opt out of technology.
 - (b) Contractor shall notify the HRSN Connector who submitted the HRSN Request of the approval or denial of the HRSN Request through a Closed Loop Referral if the HRSN Connector will be or would have been the HRSN Service Provider.
- (2) Contractor shall, to the extent there is a choice of HRSN Service Providers where the HRSN Authorized Member is located, support the Member's choice of HRSN Service Provider provided that the Member's preferred HRSN Service Provider has the resources to provide such Member's HRSN Service need.
- (3) All authorizations of HRSN Services must be Clinically Appropriate for the Member's HRSN Social and Clinical Risk Factors as documented upon HRSN eligibility determination for such Member. In addition, all HRSN Service Authorizations must, in accordance with 42 CFR § 440.230(b) identify the scope, amount, and duration (initial authorization not to exceed 12 months) as is Clinically Appropriate for the HRSN Authorized Member. Contractor shall document whether a Clinically Appropriate service duration limitation may be extended by rescreening the previously HRSN Authorized Member in accordance with this Sec. 15.
- (4) In accordance with Sec. 2 above of this Ex. B, Part 2 and 42 CFR § 438.210, Contractor shall ensure all HRSN Services are sufficient in the amount, duration, and scope necessary to achieve, as reasonably expected, the purpose for which the HRSN Services are furnished as set forth in the HRSN Guidance Document.
- (5) HRSN Service Providers are only eligible to receive payment for such HRSN Outreach and Engagement Services when provided to enrolled OHP Members who are presumed to be eligible for Climate-Related Supports. This means the HRSN Service Provider has confirmation the individual is enrolled in OHP, and has reason to believe the individual is eligible for Climate-Related Supports from known information, or the result of a Member's attestation that they are in a HRSN Covered Population, have a HRSN Climate Device Clinical Risk Factor, and have a HRSN Climate Device Social Risk Factor.

- (6) In accordance with Sec. 2 above of this Ex. B, Part 2 and 42 CFR Part 456 must comply with and employ utilization management policies, procedures, and criteria for HRSN Services.
 - (7) OHA will not take adverse action against Contractor for authorizing HRSN Services for a Member later determined ineligible due to receipt of duplicative services so long as the determination was made in accordance with State guidance and was reasonable given the information available to Contractor at the time the determination was made.
- i. Notification of HRSN Services Authorization, Denial, or Delay.** Contractor shall notify all Members who have undergone HRSN Eligibility Screening of the HRSN Service authorization or denial as expeditiously as the circumstances require, not to exceed fourteen (14) calendar days from the date of, as applicable, authorization or denial in accordance with Sub.Paras. (11) or (12) as applicable, Para. b of Sec. 3 above of this Ex. B, Part 2. The content of all such notices shall comply with Sub.Paras. (11) or (12) as applicable, Para. b of Sec. 3 above of this Ex. B, Part 2.
- (1) In the event HRSN Services are not available at the time the HRSN Authorized Member is notified of authorization thereof, Contractor shall, in the notice of authorization, identify the date the HRSN Services are anticipated to be available. If availability and delivery times exceed thirty (30) calendar days, Contractor shall notify OHA via Administrative Notice of the delay and allow the State to assist in identifying alternate options to best meet the HRSN Authorized Member's HRSN Service needs.
 - (2) Members who are denied HRSN Services or are authorized for HRSN Services but such authorization is limited in scope, amount, or duration, have Grievance and Appeal rights. Accordingly, Contractor shall comply with the Grievance and Appeal processes outlined in Ex. I, "Grievance and Appeal System," of this Contract.

16. Health-Related Social Needs Services: Administrative and Delivery Processes; HRSN Service Delivery Network Requirements

- a. Contractor's Obligations After HRSN Service Authorization.** Upon authorization of HRSN Services, Contractor shall refer the HRSN Authorized Member to the HRSN Service Provider for the approved HRSN Service through a Closed Loop Referral.
- (1) In accordance with OAR 410-141-3860 through 410-141-3870, Contractor is responsible for ensuring HRSN Service Providers deliver the HRSN Services to all HRSN Authorized Members referred thereto in accordance with each applicable Person Centered Service Plan (as such plan is required under Para. m below of this Sec. 16). In the event an HRSN Service Provider fails to deliver the HRSN Services as required, Contractor shall assign the affected HRSN Authorized Member with a new, alternative HRSN Service Provider that is capable of providing the necessary, authorized HRSN Services as expeditiously as possible.
 - (2) Contractor must expressly require all HRSN Service Providers to provide notice to Contractor of their acceptance or denial of each HRSN Authorized Member

referred to the HRSN Service Provider (i.e., Closed Loop Referrals). HRSN Service Providers must provide Contractor with the required notice within a reasonable period of time in light of the circumstances giving rise to the HRSN Services need.

- (3) Contractor must expressly require all HRSN Service Providers to provide Contractor with confirmation that the HRSN Services have been delivered to the referred HRSN Authorized Member.
- (4) Contractor must expressly require all HRSN Service Providers to document the date, time, duration, and description of the HRSN Outreach and Engagement Services.

b. Support of Closed Loop Referrals. Contractor shall:

- (1) Develop a plan to support Closed Loop Referrals as detailed in the HRSN Guidance Document;
- (2) Develop a plan to support and incentivize HRSN Service Providers to adopt and use technology for Closed Loop Referrals during Contract Years 2024-2026, such as, but not limited to: (i) developing and awarding grants, (ii) providing technical assistance, (iii) conducting outreach and education, and (iv) engaging HRSN Service Providers in providing feedback. Contractor must report on progress made on the plan in its annual CCO HIT Roadmap as required; and
- (3) Notwithstanding any use of technology by Contractor and HRSN Service Providers for Closed Loop Referrals when making HRSN Service referrals, Contractor shall not, during Contract Year 2024, require HRSN Service Providers to use technology (e.g., CIE) for Closed Loop Referrals to conduct HRSN Service requests as the sole referral method.

c. HRSN Policies and Procedures. By no later than March 1, 2024, Contractor shall develop HRSN Services policies and procedures that address all elements of the HRSN Services as set forth in Sec. 15 above and this Sec. 16 of this Ex. B, Part 2 as well as the HRSN Guidance Document (“HRSN P&Ps”).

- (1) Contractor shall provide OHA with its written HRSN P&Ps for review and approval upon request. OHA will make any such request to Contractor via Administrative Notice. Contractor shall provide OHA with its HRSN P&Ps in the manner and to the location identified by OHA in its request. OHA will review Contractor’s HRSN P&Ps for compliance with Sec. 15 above and this Sec. 16 of this Ex. B, Part 2, and any other applicable provisions of this Contract.
- (2) OHA will notify Contractor within thirty (30) days from the date the HRSN P&Ps are due to OHA, or within thirty (30) days from the received date if after the due date, of the approval status of Contractor’s P&Ps. OHA will notify Contractor within the same period if additional time is needed for review.
- (3) In the event OHA disapproves of Contractor’s HRSN P&Ps, Contractor shall, in order to remedy the deficiencies in Contractor’s HRSN P&Ps, follow the process set forth in Ex. D, Sec. 5 of this Contract.

d. Readiness Plan. Contractor shall submit, via Administrative Notice, readiness documents demonstrating its ability to deliver HRSN Climate-Related Supports (“**HRSN Readiness Plan**”) by May 30, 2024. Successful completion of the HRSN Readiness Plan is required prior to OHA’s issuance of Contractor’s non-risk settlement and payment.

- (1) Contractor shall use the HRSN Readiness Plan template posted on the CCO Forms Website to document such Plan.
- (2) Contractor’s HRSN Readiness Plan shall consist of the following information to be provided by Contractor:
 - (a) Attestation of compliance;
 - (b) Service Authorization standards;
 - (c) Appeals and Grievance Process;
 - (d) Pre-identification of the Member’s Plan;
 - (e) Delivery of Services plan, (including available service capacity information and number of Members Contractor estimates it will provide HRSN Services to annually)
 - (f) Payment method plan;
 - (g) Internal and external Monitoring and evaluation plan; and
 - (h) Any other documentation that may be reasonably requested by OHA (as described in Sub.Para. (3) below of this Para. d).
- (3) OHA will provide additional information about HRSN Readiness Plan requirements on the CCO Contract Forms Website prior to the effective date of this Amendment. In the event the additional information is not posted at least ninety (90) days prior to the due date, OHA will notify Contractor, via Administrative Notice, of a new due date for Contractor’s HRSN Readiness Plan that is at least ninety (90) days from the date of posting.
- (4) OHA will review Contractor’s HRSN Readiness Plan and may request additional detail or documentation or an on-site review (or both) Any requested additional documentation shall be “required documentation” as identified in Sub-Sub.Para. (h) of Sub.Para. (2) of this Para. d.

e. Access to HRSN Services

- (1) Contractor shall provide Culturally and Linguistically Appropriate HRSN Services in accordance with Ex. B, Part 4, Sec. 2, “Access to Care.”
- (2) Contractor shall ensure HRSN Services are accessible to HRSN Eligible Members who are Authorized to received HRSN Services, which includes ensuring that HRSN Service Providers have the operating hours and the staff necessary to meet HRSN Authorized Member needs.
- (3) Contractor shall report to OHA any barriers Members face accessing HRSN Services and draft a strategic plan for removing such barriers in accordance with Para. b of Ex. B, Part 4, Sec. 2.

- (4) Contractor shall, in accordance with Para. d of Ex. B, Part 4, Sec. 2, ensure that HRSN Service Providers do not discriminate in the provision of HRSN Services and HRSN Outreach and Engagement Services, including hours of operation, to Contractor's Members, OHA's Fee-for-Service Members, and individuals who are not enrolled in OHP but to whom the HRSN Service Provider also provides the same or substantially the same services.
- (5) Contractor shall comply with the requirements of Title III of the Americans with Disabilities Act and Title VI of the Civil Rights Act by assuring denials, approvals and delivery of, and communications about HRSN Services to Members with diverse cultural and ethnic backgrounds including through interpreter services, in accordance with Para. h of Ex B., Part 4, Sec. 2.
- (6) Contractor shall maintain written policies, procedures, and plans relating to the communication about and delivery of HRSN Services in compliance with Para. i of Ex. B, Part 4, Sec. 2.
- (7) Contractor shall comply with the requirement of Title III of the Americans with Disabilities Act by ensuring that HRSN Services provided to Members with disabilities are provided in appropriate, integrated settings, in accordance with Para. j of Ex. B, Part 4, Sec. 2.
- (8) Contractor shall ensure that its employees, Subcontractors, and facilities are able to meet the HRSN Service needs of Members who require accommodations due to disability or limited English proficiency, in accordance with Para. k of Ex. B, Part 4, Sec. 2.
- (9) Contractor shall develop a methodology for evaluating access to HRSN Services in accordance with Para. l of Ex. B, Part 4, Sec. 2; however, Contractor's network of HRSN Service Providers is not subject to quantitative metric requirements as described in OAR 410-141-3515.
- (10) In the event Contractor is unable to provide local access to HRSN Services, Contractor must use its best efforts to provide reasonable alternatives to care.

f. HRSN Delivery System and Provider Capacity

- (1) Contractor shall maintain and Monitor an HRSN Service Provider Network that (i) is supported with written agreements, and (ii) has sufficient capacity and expertise to provide adequate access to HRSN services in a reasonable period of time and in accordance with Para. a, Sub.Para. (1) of Ex. B, Part 4, Sec. 3, "Delivery System and Provider Capacity." However, Contractor's network of HRSN Providers is not subject to quantitative metric requirements as described in OAR 410-141-3515.
- (2) Contractor shall ensure that all Members have access to an HRSN Service Provider Network that meets the HRSN Services needs of Members in accordance with Para. a, Sub.Para. (2) of Ex. B, Part 4, Sec. 3.
- (3) In establishing and maintaining its HRSN Service Provider Network, Contractor shall develop and implement a methodology to establish and Monitor capacity, in

accordance with all factors outlined in Para. a, Sub.Para (2) of Ex. B, Part 4, Sec. 3.

- (4) Contractor shall prepare a report on its HRSN Service Provider Network in accordance with Para. a, Sub.Para. (3) of Ex. B, Part 4, Sec. 3 and Ex. G of this Contract.
- (5) Contractor shall allow each Member to choose an HRSN Service Provider to the extent possible in accordance with Para. a, Sub.Para. (4) of Ex. B, Part 4, Sec. 3.
- (6) Contractor shall ensure that HRSN Services Providers meet cultural responsiveness and linguistic appropriateness needs of Members in accordance with Para. a, Sub.Para. (7) of Ex. B, Part 4, Sec. 3.

g. HRSN Service Provider Selection

- (1) Contractor shall establish and maintain an HRSN Service Provider network in accordance with Para. a of Ex. B, Part 4, Sec. 4, "Provider Selection," except that:
 - (a) Contractor's network of HRSN Service Providers is not subject to quantitative metric requirements as described in OAR 410-141-3515.
 - (b) Contractor must make payments to HRSN Service Providers in accordance with OHA's HRSN Fee Schedule, which is incorporated by reference as though fully set forth herein. The foregoing HRSN Fee Schedule is located at the following URL:
<https://www.oregon.gov/oha/hpa/analytics/pages/ohp-rates.aspx>
- (2) Contractor shall ensure that all HRSN Service Providers:
 - (a) Meet all HRSN Provider Qualifications in accordance with the HRSN Guidance Document;
 - (b) Have the ability to fulfill all obligations related to participating in the Closed Loop Referral process (acceptance and confirmation), invoicing for covered HRSN Services, and complying with oversight and Monitoring requirements);
 - (c) Maintain an active business registration with the Oregon Secretary of State;
 - (d) Have the financial resources to be able to fulfill their HRSN Services obligations. The confirmation of sufficient financial resources may be confirmed by Contractor by reviewing any existing annual financial reports, the HRSN Service Provider's financial institution providing Contractor with a letter of solvency or credit, or other similar due diligence that is reasonable;
 - (e) Comply with all applicable federal, state and local laws, which Contractor must confirm by conducting its own due diligence that is reasonable in light of the circumstances; and
 - (f) Are not Delegated any responsibility for HRSN Service authorization or Service Planning.

h. HRSN-Related Credentialing. Contractor shall, for all HRSN Service Providers, comply with all of the following credentialing requirements below and as further identified in the HRSN Guidance Document.

- (1) Contractor shall require for all HRSN Service Providers that are licensed by a State of Oregon board or licensing agency comply with the credentialing provisions set forth in Ex. B, Part 4, Sec. 5, “Credentialing.”
- (2) For all HRSN Service Providers that are not required to be licensed or certified by a State of Oregon board or licensing agency, Contractor shall require such Providers to have the education, experience, and competence necessary to perform the specified assigned duties.
- (3) Contractor shall not require HRSN Service Providers to have a National Provider Identifier (NPI).
- (4) In the event Contractor determines it will not continue to contract with an HRSN Service Provider in a subsequent Contract Year, Contractor shall provide written notice to all such HRSN Service Providers in accordance with Para. j of Ex. B, Part 4, Sec. 5.
- (5) Contractor shall provide Administrative Notice to OHA’s Provider Enrollment Unit of all for-cause terminations of HRSN Service Provider contracts in accordance with Para. k of Ex. B, Part 4, Sec. 5.
- (6) In accordance with Para. e of Ex. B, Part 4, Sec. 5, Contractor shall not use HRSN Providers that have been terminated from OHA or excluded as Medicare, CHIP, or Medicaid Providers by CMS or who are subject to exclusion for any lawful conviction by a court for which the Provider could be excluded under 42 CFR § 1001.101 and 42 CFR § 455.3(b). Contractor shall not employ or contract with HRSN Providers excluded from participation in Federal health care programs under 42 CFR § 438.214(d).

i. HRSN Subcontract & Contract Requirements. Contractor’s relationship with its HRSN Service Providers may meet the definition of Subcontractor as defined in this Contract.

- (1) In the event any relationship between Contractor and any of its HRSN Service Provider meets the definition of a Subcontractor, Contractor shall, with respect to such HRSN Service Providers, comply with Sec. 11, “Subcontract Requirements,” of Ex. B, Part 4 and any other applicable Subcontractor requirements set forth in this Contract.
- (2) In the event any relationship between Contractor and any of its HRSN Service Providers does not meet the definition of a Subcontractor, Contractor shall, notwithstanding the foregoing, comply with the following provisions of Sec. 11, “Subcontract Requirements,” of Ex. B, Part 4: Para. a, Sub.Paras. (2), (3), (5), (6), (10), and (11); Para.b, Sub.Para. (1), Sub-Sub.Paras. (e), (f), (g), (i), and (j); Para. b, Sub.Para. (2), and any other provisions that may be identified in the HRSN Guidance.

- (3) **HRSN Conflicts of Interest Safeguards.** All Subcontracts and contracts entered into between Contractor and all of its HRSN Service Providers shall include a provision that prohibits HRSN Service Providers from having any involvement in (i) authorizing or denying any HRSN Service or (ii) service planning for an HRSN Eligible Member. However, for Climate-Related Supports, Contractor may conduct the Eligibility Screening, Authorization, and HRSN Service planning and provision subject to Contractor conducting the foregoing activities in a manner that safeguards against conflicts of interest.
- j. **HRSN Provider Directory.** Contractor shall include all HRSN Service Providers in Contractor’s Provider Directory in accordance with Ex. B, Part 3, Sec. 6.
- k. **Public Webpage for HRSN Service Providers.** No later than April 1, 2024, Contractor shall provide to OHA, via Administrative Notice, the URL for its public webpage that provides relevant information to HRSN Service Providers. Such public webpage shall also prominently display Contractor’s contact information sufficient to assist HRSN Service Providers. OHA will post Contractor’s URL on a public-facing webpage targeted to HRSN Service Providers that includes information about HRSN Services, including:
- (1) Process and qualifications to become an HRSN Service Provider;
 - (2) Information on invoicing and fee schedules for HRSN Services;
 - (3) Information on how the HRSN Service Providers can conduct Closed Loop Referrals; and
 - (4) Clinical and Social Risk Factor criteria that individuals must meet in order to access HRSN Services.
- l. **Notification to all Network Providers.** No later than April 1, 2024, Contractor shall notify all its Network Providers of the effective date of the HRSN Services and provide the URL to its public webpage for HRSN Service Providers that includes information about HRSN Services.
- m. **Reporting on HRSN Service Provider Network.** Contractor shall comply with all reporting requirements for HRSN Service Providers as detailed in the HRSN Guidance Document. In addition, to the extent the provisions in the following authorities apply to HRSN Service Providers and as further detailed in the HRSN Guidance Document, Contractor shall comply with:
- (1) All requirements in Ex. G, Sec. 1, “Delivery System Network (DSN) Provider Monitoring and Reporting Overview.” However, Contractor’s network of HRSN Providers is not subject to any quantitative metric requirements including those described in OAR 410-141-3515.
 - (2) All requirements in Ex. G, Sec. 2, “Delivery System Network Provider Monitoring and Reporting Requirements” as they relate to HRSN Service Providers. However, Contractor’s network of HRSN Providers is not subject to any quantitative metric requirements including those described in OAR 410-141-3515.
- n. **Person-Centered Service Plan.** Upon Contractor’s authorization of HRSN Services, Contractor and the HRSN Authorized Member shall update the Member’s Care Plan as

outlined in OAR 410-141-3870, to include a Person-Centered Service Plan (PCSP) for the Member to obtain the HRSN Service(s).

- (1) The PCSP shall be in writing and developed with and agreed upon by the HRSN Eligible Member, Member Representative, or both, as applicable.
- (2) The HRSN PCSP must include the following:
 - (a) The recommended HRSN Service(s),
 - (b) The authorized HRSN Service duration,
 - (c) The HRSN Service Provider, supporting member choice of provider,
 - (d) The goals of the HRSN Service(s), identifying other HRSN services and other OHP services the member may need, and
 - (e) The follow-up and transition plan, including conducting reassessment for HRSN Services prior to the conclusion of the service.
- (3) Contractor is responsible for managing the Member's HRSN Services and PCSP.
- (4) At a time that is convenient for the Member, either before or after the HRSN Service delivery, depending upon the urgency of receipt of the HRSN Service, Contractor shall, at a minimum, have one meeting with the HRSN Authorized Member, the HRSN Authorized Member Representative, or both, as applicable, either in person or by telephone or videoconference, during development of the PCSP, unless such Member declines participation. If efforts to have a meeting are unsuccessful, or if the Member declines participation in the development of the PCSP, Contractor shall document connection attempts, barriers to having a meeting, or Member's reasons for deciding not to participate in the development of the PCSP (or all of or any combination of the foregoing) and the justification for the continued provision of HRSN Services. At a minimum, Contractor will conduct a six (6) month check-in to evaluate or understand whether (a) the HRSN services are meeting the Member's needs, (b) additional/new services are needed if the service duration is longer than six (6) months, and (c) HRSN services are duplicating other services they are receiving.
- (5) Regardless of whether the Member participates in the development of the PCSP, they are still entitled to receive the HRSN Services for which they have been authorized.
- (6) A Member Representative may receive the HRSN Service on their child's behalf if it is developmentally appropriate, as determined through the PCSP.
- (7) The HRSN Eligible Member's PCSP shall be updated to include the date on which the HRSN Service was delivered.
- (8) The PCSP shall be contained within the same document as the Member's Care Plan, as outlined in OAR 410-141-3870.

o. Contractor Payment to HRSN Service Providers

OHA will reimburse Contractor for the provision of covered HRSN Services as set forth below in this Para. o.

- (1) **HRSN Fee Schedule.** Contractor shall reimburse HRSN Service Providers for the delivery and installation of climate-related devices when performed in accordance with this Para. o, and OHA will reimburse Contractor for the cost of the other HRSN Services furnished to HRSN Authorized Members up to the amounts described as Oregon HRSN Climate Fee Schedule and Methodology Document, which is located at <https://www.oregon.gov/oha/hpa/analytics/pages/ohp-rates.aspx>.
- (2) **Fees Payable for HRSN Outreach and Engagement Services:** Contractor may compensate HRSN Service Providers for conducting HRSN Outreach and Engagement Services to Members presumed eligible for HRSN Climate-Related Supports up to a maximum of five (5) hours per Member over a thirty-six (36) month period, in accordance with the HRSN Fee Schedule. After the thirty-six (36) month period has expired, a Member may be rescreened for HRSN Climate-Related Supports Eligibility.
- (3) **Non-Risk Invoicing Process and HRSN Required Reporting Data.**
 - (a) HRSN Service Providers shall submit invoices and documentation to Contractor for payment for all HRSN Services furnished to HRSN Eligible Members who are authorized to receive HRSN Services. Such invoices and documentation shall be submitted to OHA in accordance with Sub-Sub.Para. (d) below of this Sub.Para. (2) of Para. o. OHA will pay Contractor based on HRSN Services provided and submitted either through invoices or Contractor's Encounter Data.
 - (b) Contractor has the right and flexibility to make interim payments to HRSN Service Providers at its own judgment prior to the delivery of HRSN Services to an Authorized Member and then reconcile the interim payments to previously made to the HRSN Services Provider.
 - (c) Contractor shall process all complete and accurate HRSN Service Provider invoices for HRSN Services provided to HRSN Authorized Members and pay all complete and accurate claims from HRSN Service Providers in a timely manner consistent with timelines for processing HRSN Service Provider invoices and paying claims for other Covered Services as described in the HRSN Guidance Document.
 - i. Invoices must include the documentation of the specific climate related support device provided, including model number. This includes labor-only invoices when a climate support device is provided by OHA and installed by Contractor's HRSN Service Provider or HRSN Service Vendor.
 - (d) Bi-annually on September 30, 2024, and April 30, 2025, Contractor shall submit to OHA the following:
 - i. All invoice data as specifically required by the HRSN Guidance Document in a format defined by OHA ("**2024 HRSN Non-Risk Settlement Template**") posted to the CCO Contract Forms Website, including but not limited to certain data included on

invoices for HRSN Services reimbursed by Contractor for which Contractor is requesting reimbursement from OHA.

- (e) Quarterly, and as reasonably requested by OHA from time to time and as requested by CMS, Contractor shall submit to OHA the HRSN specific tabs on Exhibit L, detailing Member level and Provider level reporting data.
 - (f) Contractor shall provide all data, files, and information requested by OHA related to the operationalization and administration of the invoicing processes.
 - (g) Contractor shall not submit any additional invoices and Encounter Data for HRSN Services after Contractor has submitted to OHA its invoices and claims reporting data for each bi-annual period. If Contractor deems additional run-out time is needed to accurately include all HRSN Services for the settlement time period within the final invoice submission, Contractor may request an extension. OHA may elect to provide Contractor with additional run-out time to complete the submission, as necessary.
 - (h) OHA will review the HRSN Services required reporting and invoicing data, in accordance with the HRSN Guidance Document and allowable fee schedule parameters, and any requested supporting documentation, which may include Encounter Data, templates, and invoices. OHA will notify Contractor of any identified errors or concerns with the HRSN Services required reporting data within a reasonable period of time after receipt of required reporting package. If no errors or concerns are identified, OHA will proceed with payment in a timely manner after OHA's review of the required reporting package and requested supporting documentation is complete. If OHA identifies any errors in or concerns with Contractor's submission, OHA will provide Contractor with a reasonable amount of time to resolve all reporting errors and concerns. Once all such errors and concerns are resolved to OHA's satisfaction, in OHA's sole discretion, OHA will make payment to Contractor in a timely manner.
 - (i) Effective on the date specified in the Administrative Notice referenced in Sub-Sub.Para. (a) of Sub.Para. (4) below of this Para. o, Contractor shall submit Encounter Data for all Covered Services in accordance with the requirements of this Contract and the HRSN Guidance Document and shall maintain supporting records in a manner consistent with those maintained for other Covered Services.
 - (j) HRSN expenses and revenue will be excluded from Medical Loss Ratio Rebate calculations for Contract Year 2024.
- (4) HRSN Administrative Payments.**
- (a) OHA will pay Contractor for HRSN administrative services, such as Case Management/Care Coordination, Outreach and Engagement, screening, Provider Network Management, Community capacity building fund

administration, Payment and Claims processing, and Member services. OHA will pay Contractor in two ways:

- i. A fixed administrative fee, at the CCO Payment Rate specified in Appendix A to this Amendment (which is incorporated by reference as though fully set forth in this Sub-Sub.Para. (a), for the administration of covered HRSN Services for Contractor's Members in the CCOA and CCOB Plan Types; and
 - ii. A variable administrative fee per device based on the HRSN Fee Schedule.
- (b) Contractor shall submit HRSN direct administrative supporting documentation in a manner and format defined by OHA ("**2024 HRSN Administrative Settlement Template**") posted on the CCO Contract Forms Website by April 30, 2024. The foregoing submission shall be made to OHA via Secure File Transfer Protocol. Administrative expenses will be itemized in guidance for reporting purposes in a format defined by OHA. The foregoing submission shall be made on April 30, 2025, after the close of the rating period, March 1, 2024 through December 31, 2024.
- (c) OHA will review the report on HRSN administrative expenses and shall notify Contractor of any identified errors or concerns. This review may include a comparison to HRSN administrative funding, total administrative funding for all OHA programs, Third-Party Contractor HRSN administrative funding, and a relativity to volume of HRSN services administered. This review may include consideration for each CCO individually and all CCOs collectively. This review may include other considerations and comparisons. This review may result in an increase in the HRSN administrative services fixed administrative fee on a retroactive basis if, in OHA's sole discretion, a Contractor's reported HRSN administrative expenses are reasonable and appropriate and significantly in excess of the Contractor's funding. Accordingly, in OHA's sole discretion, OHA may increase the HRSN administrative services fixed administrative fee on a retroactive basis and will notify Contractor of OHA's decision.
- (d) In accordance with 42 CFR §447.362(b), total HRSN administrative services payments to CCOs will not exceed the net savings of administrative costs the Medicaid agency achieves by contracting with Contractor.
- i. The HRSN administrative services payments may be retroactively adjusted per CMS rule if they exceed:
 - A. The percent of direct service costs equivalent paid to the State's Third-Party Contractor to administer HRSN Covered Services to the State's Medicaid FFS enrollees for the calendar year; and

of this Contract are applicable to such Contractor-Subcontractor relationship. Accordingly, Contractor and Subcontractors are reimbursed for HRSN Outreach and Engagement through the administrative fees and they are not eligible for separate reimbursement for HRSN Outreach and Engagement Services under the HRSN Fee Schedule.

p. Community Capacity Building Funds.

OHA intends to offer Contractor, and expects Contractor to enter into, a grant agreement with OHA/the State specific to the Community Capacity Building Funds. Contractor shall:

- (1) Be responsible for the distribution and administration of the HRSN Capacity Building Funding to community-based organizations to enable them to become HRSN Service Providers;
- (2) Ensure the distribution and management of HRSN Capacity Funding is part of Contractor's administrative and network responsibilities; and
- (3) Ensure compliance with the reporting requirements as defined by OHA and specified in a forthcoming contract specific to the Community Capacity Building Fund.

q. Prohibited Conduct. Without limiting any other applicable provisions of this Contract, Contractor shall not:

- (1) Condition any Member's coverage or authorization of any benefit or service to which a Member is entitled on such Member's receipt of HRSN Services; or
- (2) Use HRSN Services to reduce the availability of, discourage the use of, or jeopardize any Member's access to Covered Services; or
- (3) Deny Medically Necessary Covered Services to any Member on the basis that the Member has requested, is currently receiving, or has previously received HRSN Services.

5. Contractor shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to Contractor and the Contract. OHA's performance under the Contract is conditioned upon Contractor's compliance with the obligations of contractors under ORS 279B.220, 279B.230 and 279B.235, which are incorporated by reference herein.

6. Except as expressly amended above, all other terms and conditions of the Contract, which includes any previous amendments thereto, remain in full force and effect. Contractor certifies that the representations, warranties and certifications previously made in the Contract are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

7. **Certification.** Without limiting the generality of the foregoing, by signature on this Contract Amendment, the undersigned hereby certifies under penalty of perjury that:

- a. Contractor is in compliance with all insurance requirements in Exhibit F of the Contract and notwithstanding any provision to the contrary, Contractor shall deliver to OHA's Contract Administrator, in accordance with Section 5 of the Contract, the required Certificate(s) of Insurance for any extension of the insurance coverage required by Exhibit F of the Contract,

within 30 days of execution of this Contract Amendment. By certifying compliance with all insurance requirements set forth in the Contract, Contractor acknowledges it may be found in breach of the Contract for failure to obtain and maintain all required insurance throughout the term of the Contract. Contractor may also be in breach of the Contract for failure to provide Certificate(s) of Insurance as required therein;

- b.** Contractor acknowledges that the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any “claim” (as defined by ORS 180.750) that is made by (or caused by) the Contractor and that pertains to the Contract. Contractor certifies that no claim described in the previous sentence is or will be a “false claim” (as defined by ORS 180.750) or an act prohibited by ORS 180.755. Contractor further acknowledges that in addition to the remedies under the Contract, if it makes (or causes to be made) a false claim or performs (or causes to be performed) an act prohibited under the Oregon False Claims Act, the Oregon Attorney General shall have the right to pursue any and all remedies provided by the Oregon False Claims Act against Contractor;
- c.** The undersigned is authorized to act on behalf of Contractor and represents and warrants that Contractor has complied with all applicable tax laws of the State of Oregon and the applicable tax laws of any political subdivision of the State of Oregon. Contractor shall, throughout the duration of this Contract and any extensions, comply with all tax laws of Oregon and all applicable tax laws of any political subdivision of the State of Oregon. For the purposes of this Section, “tax laws” includes: (i) All tax laws of Oregon, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318; (ii) Any tax provisions imposed by a political subdivision of Oregon that applied to Contractor, to Contractor’s property, operations, receipts, or income, or to Contractor’s performance of or compensation for any work performed by Contractor; (iii) Any tax provisions imposed by a political subdivision of Oregon that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and (iv) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.
- d.** Contractor acknowledges that the Oregon Department of Administrative Services will report this Contract to the Oregon Department of Revenue. The Oregon Department of Revenue may take any and all actions permitted by law relative to the collection of taxes due to the State of Oregon or a political subdivision, including (i) garnishing the Contractor’s compensation under this Contract or (ii) exercising a right of setoff against Contractor’s compensation under this Contract for any amounts that may be due and unpaid to the State of Oregon or its political subdivisions for which the Oregon Department of Revenue collects debts;
- e.** The information shown in “Contractor Data and Certification” of the Contract is Contractor’s true, accurate and correct information;
- f.** To the best of the undersigned’s knowledge, Contractor has not discriminated against and shall not discriminate against minority, women or emerging small business enterprises certified under ORS 200.055 in obtaining any required subcontracts;
- g.** Contractor and none of Contractor’s employees and agents are not included on the list titled “Specially Designated Nationals” maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at:

<https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>;

- h.** Contractor is not listed on the non-procurement portion of the General Service Administration’s “List of Parties Excluded from Federal procurement or Non-procurement Programs” found at: <https://www.sam.gov/SAM/>;
- i.** Contractor is not subject to backup withholding because:
 - (1) Contractor is exempt from backup withholding;
 - (2) Contractor has not been notified by the IRS that Contractor is subject to backup withholding as a result of a failure to report all interest or dividends; or
 - (3) The IRS has notified Contractor that Contractor is no longer subject to backup withholding; and
- j.** Contractor hereby certifies that the FEIN or SSN provided to OHA is true and accurate. If this information changes, Contractor shall provide OHA with the new FEIN or SSN within 10 days of such change.

7. Signatures.

«Registered_Name» «Registered_ABN»

By:

Authorized Signature Printed Name

Title Date

Reviewed and approved by OHA Health Systems Division (HSD) CCO Operations Unit

By:

David Inbody, CCO Operations Director Date

State of Oregon, acting by and through its Oregon Health Authority

By:

Vivian Levy, Interim Medicaid Director Date

Approved for Legal Sufficiency:

Electronic approval by Ellen D. Taussig Conaty, Senior Assistant Attorney General, Health and Human Services Section, on February 23, 2024; email in Contract file.

Appendix A
CCO Rate for Administration of HRSN Services