



**NON-MEDICAID**

**Amended and Restated**

**HEALTH PLAN SERVICES CONTRACT**

**Coordinated Care Organization**

**Contract # «nonMedicaid\_Contract\_»-«M\_2024\_nonM\_restatement»**

**with**

**«Registered\_Name» «Registered\_ABN»**

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**NON-MEDICAID  
HEALTH PLAN SERVICES CONTRACT  
COORDINATED CARE ORGANIZATION**

This Health Plan Services Contract, Coordinated Care Organization, Contract # «nonMedicaid\_Contract\_» is between the State of Oregon, acting by and through its Oregon Health Authority, hereinafter referred to as “OHA,” and

«Registered\_Name» «Registered\_ABN», an Oregon «Entity\_Type», with its principal place of business located at:

«Physical\_AddressStreet»  
«Physical\_AddressCityStateZip»

hereinafter referred to as “Contractor.” OHA and Contractor are referred to as the “Parties.”

This Contract, effective as of January 1, 2021, is hereby amended and restated in its entirety effective as of January 1, 2024 (“2024 A&R Effective Date”), regardless of the date of signature. The amendment and restatement of this Contract does not affect its terms and conditions for Work prior to the 2024 A&R Effective Date.

Work to be performed under this Contract relates principally to the following Division of OHA:

Health Systems Division (HSD)  
500 Summer Street NE, E35  
Salem, Oregon 97301

**GENERAL PROVISIONS**

**1. Purpose; Effective Date; Duration of Contract**

**1.1.** Subject to the terms and conditions of this Non-Medicaid Health Plan Services Contract (the “Contract”) formerly known as the “Cover All Kids Contract,” Contractor shall provide health care services to individuals enrolled in the programs specified in Section 1.1.1 below of these General Provisions. All payments to Contractor under this Contract will be paid from State of Oregon general funds and funds from the Oregon Lottery (“Lottery Funds” and together with Oregon general funds, “State Funds”) only and there will not be any federal financial participation involving Medicaid or CHIP funds (hereinafter referred to individually and collectively as “Medicaid Funds”).

To distinguish this Contract from the separate Medicaid Contract, this Contract may at times be referred to as the “Non-Medicaid Contract.”

Under the separate Medicaid Contract, Contractor provides Medicaid services to individuals eligible for Medicaid in accordance with Applicable Law. Individuals provided services through the programs

covered by this Contract may not be provided services under the Medicaid Contract. By submitting an application in response to RFA OHA-4690-19 and accepting OHA’s award of the Medicaid Contract, Contractor also agreed to enter into this Contract, which requires Contractor to provide Medicaid-equivalent services to individuals not eligible for Medicaid. The services required to be provided to the individuals identified in this Contract are substantively similar to those provided to Medicaid Members under the Medicaid Contract. Likewise, as further detailed in Section 4.1.2 below of these General Provisions, the terms and conditions of this Contract and the Medicaid Contract are also substantially similar. In no event shall Contractor, its Providers, Subcontractors, and other third-parties with which Contractor contracts treat HOP Members, COFA Members, or Veteran Members (as such terms are defined in Section 1.1.2 below of this Section 1) differently or otherwise distinguish such Members from Contractor’s Medicaid Members.

**1.1.1.** The individuals who are required to be provided with services pursuant to this Contract, and the health care and health-related services that are required to be provided to such individuals under this Contract are as follows:

**1.1.1.1. Cover All People/Healthier Oregon Program.** As provided for in ORS 414.231(2) the Cover All People program was established for the purpose of making affordable, accessible health care available to those children and adults identified sections (3) and (4) of ORS 414.231. Notwithstanding the name of the program as provided for in ORS 414.231, OHA has renamed the Cover All People program as the “**Healthier Oregon Program**” (also referred to in this Contract as “**HOP**”). HOP and this Contract are an expansion of, and the successor to, the Cover All Kids Program.

**1.1.1.2. Compact of Free Association (“COFA”) Dental Program.** Enrolled Oregon Senate Bill 1538 (2022 Regular Session) established the COFA Dental Program pursuant to which the COFA citizens identified in Section (5) of such Senate Bill are to receive the oral health care services identified in this Contract; and

**1.1.1.3. Veterans Dental Program.** Enrolled Oregon House Bill 4095 (2022 Regular Session) established the Veterans Dental Program pursuant to which the veterans identified in Section (5) of such House Bill are able to receive the oral health care services identified in this Contract.

**1.1.2.** The individuals enrolled in the HOP program and entitled to the services agreed to under this Contract are referred to in this Contract as “**HOP Member(s)**.” The individuals enrolled in the COFA Dental Program and entitled to the services agreed to under this Contract are referred to in this Contract as “**COFA Member(s)**.” The individuals enrolled in the Veterans Dental Program and entitled to the services agreed to under this Contract are referred to in this Contract as “**Veteran Member(s)**.” HOP Members, COFA Members, and Veteran Members, (as well as any two of the foregoing three groups), are collectively referred to in this Contract as “**Members**.”

**1.2.** The Term of this Contract (formerly referred to as the Cover All Kids Contract) is six (6) years from its Effective Date of January 1, 2021, unless terminated earlier as provided for herein. This six-year Term reflects the original four-year Term of the Contract and the two-year extension authorized under Enrolled Oregon House Bill 2446 (2023). This 2024 amended and restated Contract is Contract Year four of the six-year Term. Notwithstanding the foregoing, this Contract may be amended every twelve (12) months upon expiration of each Contract Year. In the event Contractor is not in breach of this Contract at the end of a Contract Year, OHA will offer, subject to any amendments to the terms and conditions of this Contract, to Renew this Contract for up to two successive Contract Years following Contract Year four. In the event the Parties Renew this Contract for all additional Contract Years and is not earlier terminated

in accordance with its terms, the Expiration Date of the Term of this Contract is December 31, 2026. Neither expiration nor termination of this Contract extinguishes or prejudices OHA’s right to enforce this Contract with respect to any default by Contractor, nor does this amendment and restatement.

**1.3.** If Contractor declines to Renew this Contract for an additional Contract Year, Contractor shall provide OHA with Legal Notice of its intention not to enter into the Renewal Contract no later than fourteen (14) days after Contractor’s receipt of Administrative Notice of OHA’s proposed amendments to the Contract for the subsequent Contract Year.

## **2. Contract Administrators**

### **2.1. Contractor designates:**

«NamePrimary\_CCO\_contract\_admin\_per\_Sec»  
«Registered\_Name» «Registered\_ABN»  
«Mailing\_AddressStreetPOB»  
«Mailing\_AddressCityStateZip»  
Phone: «PhonePrimary»  
Fax: «FaxPrimary»  
Email: «EmailPrimary»

as its Contract Administrator. Contractor shall provide OHA with Administrative Notice if its Contract Administrator or the associated contact information changes.

### **2.2. OHA designates:**

Cheryl L. Henning  
OHA HSD  
500 Summer Street NE, E35  
Salem, OR 97301  
Phone: 503-593-6894  
Email: [Cheryl.L.Henning@oha.oregon.gov](mailto:Cheryl.L.Henning@oha.oregon.gov)

as its Contract Administrator. OHA shall provide Contractor’s Contract Administrator with Administrative Notice if OHA’s Contract Administrator or the associated contact information changes.

## **3. Enrollment Limits and Service Area**

**3.1.** Contractor’s maximum Enrollment limit by County for the Non-Medicaid CCO Members covered under this Contract is included in the maximum Enrollment limit by County as identified in Section 3.1 of the General Provisions to Contractor’s Medicaid Contract and is incorporated by reference as though fully set forth in this Section 3.1.

**3.2.** Contractor’s maximum Enrollment limit is included in the total maximum Enrollment limit as identified in Section 3.2 of the General Provisions to Contractor’s Medicaid Contract and is incorporated by reference as though fully set forth in this Section 3.2. The maximum Enrollment limit established in this section is expressly subject to such additional Enrollment as may be assigned to Contractor by OHA in Ex. B, Part 3, Sec. 8 of this Contract; however, such additional Enrollment does not create a new maximum Enrollment limit.

## **4. Entire Contract; Administration of Contract; Interpretation of Contract**

### **4.1. Entire Contract**



This Contract consists of the preamble and Secs. 1 through 5 (the “**General Provisions**”), together with the following Exhibits and Exhibit attachments, and Reference Documents described in Sec. 4.1.1 below of these General Provisions to the Contract:

<b>Exhibit A:</b>	Definitions
<b>Exhibit B:</b>	Statement of Work
<b>Exhibit C:</b>	Consideration*
<b>Exhibit D:</b>	Standard Terms and Conditions**
<b>Exhibit E:</b>	Federal Terms and Conditions
<b>Exhibit F:</b>	Insurance Requirements
<b>Exhibit G:</b>	Reporting of Delivery System Network Providers, Cooperative Agreements, and Hospital Adequacy
<b>Exhibit H:</b>	[Reserved]
<b>Exhibit I:</b>	Grievance and Appeal System
<b>Exhibit J:</b>	Health Information Technology
<b>Exhibit K:</b>	Social Determinants of Health and Health Equity
<b>Exhibit L:</b>	Solvency Plan, Financial Reporting, and Sustainable Rate of Growth
<b>Exhibit M:</b>	Behavioral Health
<b>Exhibit N:</b>	Privacy and Security

\*Exhibit C-Attachment 1 (CCO Payment Rates) and \*\*Exhibit D-Attachment 1 (Deliverables and Required Notices) are attached after Ex. N.

**4.1.1.** Reference Documents are posted on the CCO Contract Forms Website located at:

<https://www.oregon.gov/oha/HSD/OHP/Pages/CCO-Contract-Forms.aspx>

and other webpages expressly referenced in this Contract and are by this reference incorporated into the Contract. OHA may change the CCO Contract Forms Website URL after providing Administrative Notice of such change, with such change to be effective as of the date identified in such Administrative Notice.

All completed Reporting forms must be submitted and, as may be applicable, attested to, by Contractor’s Chief Executive Officer, Chief Financial Officer, or an individual who has delegated authority to sign for Reports as designated by the “Delegation Authorization and Signature Form” available on the CCO Contract Forms Website. Contractor shall submit the completed form to OHA, via Administrative Notice, to add or remove an employee with delegated authority and to change the name, contact information, or submission type(s) authorized for a delegated employee.

**4.1.2.** This Contract is substantially similar to the separate Medicaid Contract # «Medicaid\_Contract\_» (“**Medicaid Contract**”) that OHA and Contractor have entered into and is based on the template for that separate contract. To minimize redundancy and duplication, this Contract is structured such that for Exhibits A through N hereof, and, as applicable, individual sections within this Contract that are identical to the Medicaid Contract, the corresponding exhibit or section from the Medicaid Contract is incorporated by reference as though fully set forth in such Exhibits or individual sections. In the event an Exhibit or individual section of this Contract does not explicitly refer to the Medicaid Contract, the terms and conditions stated in this Contract shall apply.

**4.1.2.1.** Where the Medicaid Contract uses the term “Medicaid” to describe services or benefits, such term shall mean, as applied to this Contract, “Medicaid-equivalent services or benefits” since the Members to whom Contractor provides services under this Contract are not eligible for Medicaid and Contractor shall not be paid for services provided under this Contract with any Medicaid Funds.

**4.1.2.2.** Where the Medicaid Contract refers to “Full Benefit Dual Eligible” or “FBDE,” “FBDE Members,” “Medicare,” “Medicare Advantage,” or “Dual Special Needs Plan,” Contractor shall disregard the terms and conditions specifically applicable to such populations or payers or both as they are not applicable to this Contract.

**4.1.2.3.** Where the Medicaid Contract refers to the right of CMS, HHS, the Office of the Inspector General, the Comptroller General of the United States, or their duly authorized representatives and designees, or all of them, or any combination of them, to audit, evaluate, and inspect any books, Records, contracts, computers or other electronic systems of the Subcontractor, or of the Subcontractor’s contractor, that pertain to any aspect of services and activities performed, or determination of amounts payable, the right of such agencies and persons shall not apply to this Contract. Notwithstanding the foregoing, the right of the Oregon Secretary of State to have reasonable access and conduct audits remains in full force and effect as set forth in Section 15 of Exhibit D of this Contract. Similarly, where the Medicaid Contract refers to reporting by OHA to CMS of Sanctions, such reporting shall not apply to this Contract.

**4.1.3.** This Contract is only comprised of documents that are expressly identified in these General Provisions and Exhibits A through G and I through N.

## **4.2. Administration of Contract**

OHA has adopted policies, procedures, rules, and interpretations to promote orderly and efficient administration of this Contract and to ensure Contractor’s performance. For convenience, OHA has provided in Attachment 1 to these General Provisions the permanent URL for each Oregon Administrative Rule (OAR) and OAR Chapter and Division referenced in this Contract, organized by exhibit, and sorted numerically

## **4.3. Interpretation of Contract**

In the provision of services required to be performed under this Contract, the Parties shall comply with: (a) all Applicable Laws and regulations and (b) the terms and conditions of this Contract and all amendments thereto that are in effect on the Contract Effective Date or come into effect during the Term of this Contract. To the extent any provision of this Contract incorporates by reference provisions of the Medicaid Contract that references a Medicaid specific federal statute or regulation, the text of such statute or regulation (or both) shall be deemed incorporated into this Contract and shall be deemed the terms and conditions of this Contract as opposed to an obligation under Applicable Law.

**4.3.1.** To the extent provisions contained in more than one of the documents listed in Sec. 4.1 above of these General Provisions apply in any given situation, the parties agree: (i) to read such provisions together whenever possible to avoid conflict, and (ii) to apply the order of precedence set forth in Sections 4.3.1.1 and 4.3.1.2 only in the event of an irreconcilable conflict. And, in such event, the conflict will be resolved by considering the version(s) of the provision(s) that was in effect when the applicable event, obligation or action occurred:

**4.3.1.1.** These General Provisions of the Contract (without Exhibits, Exhibit attachments, or Reference Documents) over any Exhibits, Exhibit attachments, or Reference Documents.

**4.3.1.2.** The Exhibits to these General Provisions in the following order of precedence:

- i.** Exhibit N: Privacy and Security
- ii.** Exhibit A: Definitions
- iii.** Exhibit B: Statement of Work
- iv.** Exhibit D: Standard Terms and Conditions

- v. Exhibit E: Federal Terms and Conditions
- vi. Exhibit C: Consideration
- vii. Exhibit L: Solvency Plan, Financial Reporting, and Sustainable Rate of Growth
- viii. Exhibit I: Grievance and Appeal System
- ix. Exhibit G: Reporting of Delivery System Network Providers, Cooperative Agreements, and Hospital Adequacy
- x. Exhibit M: Behavioral Health
- xi. Exhibit K: Social Determinants of Health and Equity
- xii. Exhibit J: Health Information Technology
- xiii. Exhibit F: Insurance Requirements

- 4.3.1.3.** This Contract (with Exhibits and Exhibit attachments) over any Reference Documents.
- 4.3.1.4.** When determining the order of precedence of any Reference Document with respect to an Exhibit, the Exhibit in which such Reference Document is referenced shall take precedence over such Reference Document. When determining the order of precedence of a Reference Document with respect to an Exhibit other than the Exhibit in which the Reference Document is referenced, the Reference Document will be given the same order of precedence as the Exhibit in which the Reference Document is first identified. For purposes of illustration only, if the Parties cannot reconcile an apparent conflict between Exhibit B, Part 1 and the CHP Progress Report Guidance template, which is first referenced in Ex. N, the apparent conflicting provision in Exhibit B, Part 1, shall take precedence over the CHP Progress Report Guidance template. In addition, and again for illustrative purposes only, if the Parties cannot reconcile an apparent conflict between Ex. N and the CHP Progress Report Guidance template, which is the Exhibit in which such Guidance template is first referenced, the provisions expressly set forth in Ex. N shall take precedence.

**4.3.2.** In the event that the Parties need to look outside of this Contract for interpreting its terms, the Parties shall consider only the sources in the list set forth below in this Sec. 4.3.2 of these General Provisions in the order of precedence as listed. The sources shall be considered in the form they took at the time the event occurred, or at the time of the obligation or action that gave rise to the need for interpretation. But if a different time period or order of precedence is otherwise identified in a provision of this Contract, then such identified order of precedence shall govern.

- 4.3.2.1.** The Oregon Revised Statutes or other enacted Oregon Laws concerning the Medical Assistance Program.
- 4.3.2.2.** The Oregon Administrative Rules promulgated by OHA and other OARs applicable to Medical Assistance Programs and health services prior to the Contract Effective Date, or subsequent amendments to the Contract, to implement the Medical Assistance Program.
- 4.3.2.3.** The OARs promulgated after the Contract Effective Date or subsequent amendments to the Contract, if OHA includes with the rulemaking a statement that the rule either (a) is expected to have de minimis impact on CCO finances and operations; or (b) is required by changes in State law, changes in federal law or written guidance, or changes in OHA's OHP waivers or State plan.

- 4.3.3.** If Contractor believes that any provision of this Contract or OHA’s interpretation thereof is in conflict with federal or State statutes or regulations, Contractor shall promptly notify OHA.
- 4.3.4.** This Contract refers to state and federal laws, rules, and regulations that apply to the federal government’s Medicaid program. Such Medicaid Laws apply to and govern the services required to be performed under this Contract for the purposes of establishing the standards, obligations, and rights of the parties.
- 4.3.5.** Except as expressly stated otherwise in this Contract and except for the Services required to be provided to the Member population served under this Contract, where an obligation under this Contract is the same as one set forth in the Medicaid Contract, Contractor shall be deemed to have met the obligation under this Contract if Contractor has met the same obligation under the Medicaid Contract. For purposes of illustration and without limiting Contractor’s obligations under this Contract, Contractor’s obligations under this Contract that are the same as those under the Medicaid Contract include, without limitation, the following: (i) the obligation to convene a Governing Board under Section 1 of Exhibit B, Part 1; (ii) the obligation to provide Non-Emergent Medical Transportation reports to OHA in accordance with Exhibit B, Part 2; (iii) the obligation to create and implement a Fraud, Waste, and Abuse Prevention Plan and a Fraud, Waste, and Abuse Prevention Handbook under Exhibit B, Part 9; (iv) the obligation to convene a Community Advisory Council under Sections 1 through 4 of Exhibit K to this Contract; (iv) the obligation to create and implement a Grievance and Appeal System and submit deliverables relating thereto under Exhibit I to this Contract; and (v) the obligation to participate in and submit documentation for an annual Mental Health Parity analysis under Section 23 of Exhibit M to this Contract.
- 4.3.5.1.** Contractor shall rely on Exhibit D-Attachment 1 provided with Contractor’s Medicaid Contract for every Report where Contractor’s obligation is the same in this Contract as that in the Medicaid Contract. Differences in contract citations between this Contract and Exhibit D-Attachment 1 provided with the Medicaid Contract shall be regarded as non-substantive and shall have no effect on Contractor’s obligation. Exhibit D-Attachment 1 provided with this Contract shall identify only those Reports where Contractor’s obligation is not the same as for the Medicaid Contract.

## 5. Contractor Data and Certification

**Contractor Information.** Contractor shall provide the information required as set forth below. This information is requested pursuant to ORS 305.385.

If Contractor is self-insured for any of the Insurance Requirements specified in Ex. F of this Contract, Contractor may so indicate by: (i) writing “Self-Insured” on the appropriate line(s) below; and (ii) delivering, via Administrative Notice, a certificate of insurance as required under Ex. F, Sec. 14.

***Please print or type the following information:***

Name (exactly as filed with the IRS)

\_\_\_\_\_

Street Address \_\_\_\_\_

City, State, Zip Code \_\_\_\_\_

Telephone \_\_\_\_\_ Facsimile Number \_\_\_\_\_

E-mail address: \_\_\_\_\_

Federal Employer Identification Number (FEIN) \_\_\_\_\_

**Is Contractor a nonresident alien, as defined in 26 U.S.C. § 7701(b)(1)?**  YES  NO

***Contractor Proof of Insurance:***

All insurance listed must be in effect at the time of provision of services under this Contract.

Professional Liability Insurance Co. \_\_\_\_\_

Policy # \_\_\_\_\_ Expiration Date \_\_\_\_\_

Commercial General Liability Insurance Co. \_\_\_\_\_

Policy # \_\_\_\_\_ Expiration Date \_\_\_\_\_

Automobile Liability Insurance Co. \_\_\_\_\_

Policy # \_\_\_\_\_ Expiration Date \_\_\_\_\_

Network Security & Privacy Liability Insurance Co. \_\_\_\_\_

Policy # \_\_\_\_\_ Expiration Date \_\_\_\_\_

**Workers’ Compensation:** Does Contractor have any subject workers, as defined in ORS 656.027?

YES  NO If Yes, provide the following information:

Workers’ Compensation Insurance Company \_\_\_\_\_

Policy # \_\_\_\_\_ Expiration Date \_\_\_\_\_

Contractor shall provide proof of Insurance upon request by OHA or OHA designee.

**Form of Legal Entity:** (mark one box)

Professional Corporation

Nonprofit Corporation

Insurance Corporation

Limited Liability Company

Business Corporation

## 5.1. Certification and Acknowledgement

Without limiting the applicability of any other State or federal law, by signature on this Contract, Contractor hereby certifies and acknowledges that:

- 5.1.1. 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) Contractor and that pertains to this Contract.
  - 5.1.1.1. No claim described in Sec. 5.1.1 above is or will be a “False Claim” (as defined by ORS 180.750) or an act prohibited by ORS 180.755.
  - 5.1.1.2. In addition to the remedies under this Contract, if Contractor 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 may enforce the liabilities and penalties provided by the Oregon False Claims Act against Contractor.
- 5.1.2. Contractor has a written policy and practice that meets the requirements, described in ORS 279A.112, of preventing sexual harassment, sexual assault, and discrimination against employees who are members of a protected class.
  - 5.1.2.1. Contractor agrees, as a material term of the Contract, to maintain such a policy and practice in force during the entire Contract Term.
- 5.1.3. Under penalty of perjury, the undersigned is authorized to act on behalf of Contractor and that Contractor is, to the best of the undersigned’s knowledge after due inquiry for a period of no fewer than six (6) calendar years preceding the Contract Effective Date, has complied with all applicable Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means a State tax imposed by ORS 320.005 to 320.150 and 403.200 to 403.250 and ORS Chapters 118, 314, 316, 317, 318, 321 and 323; and local taxes administered by the Department of Revenue under ORS 305.620;
- 5.1.4. The Oregon Department of Administrative Services will report this Contract to the Oregon Department of Revenue (“DOR”). The DOR 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 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 DOR collects debts;
- 5.1.5. The information shown in Sec. 5 of the General Provisions, “Contractor Data and Certification” is Contractor’s true, accurate and correct information;
- 5.1.6. To the best of the undersigned’s knowledge after diligent inquiry, Contractor has not discriminated against and will not discriminate against minority, women, or emerging small business enterprises certified under ORS 200.055, in obtaining any required Subcontracts;
- 5.1.7. Contractor and Contractor’s employees and Agents are not included on the list titled “Specially Designated Nationals and Blocked Persons” maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at:  
<http://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>;
- 5.1.8. Contractor is not listed on the non-procurement portion of the General Service Administration’s “List of Parties Excluded from Federal procurement or Nonprocurement Programs” found at:  
<https://www.sam.gov/SAM> or such alternative system required for use by Medicaid programs.
- 5.1.9. Contractor is not subject to backup withholding because:
  - 5.1.9.1. Contractor is exempt from backup withholding;

**5.1.9.2.** 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

**5.1.9.3.** The IRS has notified Contractor that Contractor is no longer subject to backup withholding.

**5.1.10.** Contractor is an independent contractor as defined in ORS 670.600.

**5.2.** By Contractor’s signature on this Contract, Contractor hereby certifies that the FEIN provided in Sec. 5.1 above of these General Provisions is true and accurate. If this information changes, Contractor shall provide OHA with the new FEIN within ten (10) days of the date of change.

**5.3. Signatures**

**BY SIGNATURES BELOW, THE PARTIES AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS CONTRACT.**

«Registered\_Name» «Registered\_ABN»

**By:**

\_\_\_\_\_

Authorized Signature

\_\_\_\_\_

Printed Name

\_\_\_\_\_

Title

\_\_\_\_\_

Date

**Reviewed and approved by 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 as to Legal Sufficiency:**

**Electronic approval by Ellen D. Taussig Conaty, Senior Assistant Attorney General, Health and Human Services Section, on November 1, 2023; email in Contract file.**

## Exhibit A – Definitions

This Ex. A provides definitions for terms used in this Contract that are not defined in the Medicaid Contract. The order of precedence for interpreting conflicting definitions for terms used in this Contract is (in descending order of priority):

- a. Express definitions in Ex. A;
- b. Express definitions in Ex. A of the Medicaid Contract;
- c. Express definitions elsewhere in this Contract;
- d. Definitions in the OARs cited in Ex. A; and
- e. Definitions in OARs not specifically cited in Ex. A.

**For purposes of this Contract, the terms below shall have the following meanings when capitalized. The meanings below shall apply when terms are capitalized. The meanings shall also apply when both capitalized and used:**

- i. **With a possessive case (such as “s” or “s”),**
- ii. **In noun form when defined as a verb or vice versa,**
- iii. **In a phrase or with a hyphen to create a compound adjective or noun,**
- iv. **With a participle (such as “-ed” or “-ing”),**
- v. **With a different tense than the defined term,**
- vi. **In plural form when defined as singular and vice versa.**

References to “they” when used in the singular or plural tense shall refer to all genders.

Terms not capitalized, whether or not listed below, shall have their commonly understood meaning and usage, including as applicable, the meaning as understood within the health care field and community.

Terms listed below used in this Contract that are not capitalized shall have the meanings listed below when the Parties mutually agree the context determines the term is intended to be used with the defined meaning.

Terms defined within the text of this Contract (including its Reference Documents and Report templates) shall have the meanings as provided when such terms are not listed below.

“**2024 A&R Effective Date**” means the date on which this Contract became effective, as amended and restated for Contract Year four, which is January 1, 2024.

“**BMH**”<sup>1</sup> is OHA’s internal, shorthand benefit package identifier for the OHP Plus-equivalent benefit package. BMH is not an acronym.

“**Citizenship Waived Medical**” and “**CWM**”<sup>2</sup> each has the meaning provided for in OAR 410-120-0000. “CWM” also means one of the benefit packages for Healthier Oregon Program Members described in OAR 410-134-0003. “CWM” is OHA’s internal, shorthand benefit package identifier for such benefit package.

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<sup>1</sup> OHA expects to propose administrative rules effective 1/1/2024 that may supersede this contract language..

<sup>2</sup> OHA expects to propose administrative rules effective 1/1/2024 that may supersede this contract language.



“**Citizen Waived Medical Plus**”<sup>3</sup> is one of the benefit packages for Healthier Oregon Program Members described in OAR 410-134-0003. “CWX” is OHA’s internal, shorthand benefit package identifier for the Citizen Waived Medical Plus benefit package. “CWX” is not an acronym per se.

“**Contract Effective Date**” means the date this Contract became effective, which was January 1, 2021, and as identified in Sec. 1 of the General Provisions of this Contract.

“**Cover All Kids**” and “**CAK**”<sup>4</sup> each means the same as “Healthier Oregon Program Children” (aka “HOP Children”) which is one of the benefit packages described in OAR 410-134-0003. In certain instances, a child covered by the CAK benefit package is referred to as a “CAK/HOP Child.” Since the “HOP Children” benefit package is comprised of the OHP-Plus equivalent benefit package, “BMH” is used by OHA as its internal, shorthand identifier for such benefit package.

“**Healthier Oregon Program**” and “**HOP**”<sup>5</sup> each means the totality of the different benefit packages established pursuant to ORS 414.231. For the purpose of clarification, the term “Cover All People” as used in ORS 414.231 is synonymous with “Healthier Oregon Program” and “HOP.”

“**Healthier Oregon Program Child**” and “**HOP Child**”<sup>6</sup> each means an individual Member covered by the “Healthier Oregon Program Children” benefit package described in OAR 410-134-0003. In certain instances, a child covered by the HOP Children benefit package is referred to as a “CAK/HOP Child.”

“**Healthier Oregon Program Members**” and “**HOP Members**”<sup>7</sup> each means some or all of the individuals enrolled under the HOP rate groups identified in the CCO Payment Rates provided in Exhibit C-Attachment 1 of this Contract.

“**Medicaid Contract**” means the Oregon Health Plan, Health Plan Services Contract, Coordinated Care Organization Contract # «Medicaid\_Contract\_» awarded to Contractor for Medicaid services in the same Service Area as this Contract as a result of RFA OHA-4690-19, entered into by Contractor and OHA, effective as of October 1, 2019, as may be amended or restated from time to time.

“**Non-Medicaid Contract**” and “**Non-Medicaid Services Contract**” each means this Contract.

“**Oregon Health Plan Plus**” and “**OHP Plus**” each means the benefit package described in OAR 410-120-1210.

“**Renewal Contract**” means an amended and restated Contract for the succeeding Contract Year.

“**Reproductive Health Equity Act**” and “**RHEA**”<sup>8</sup> each means the legislation that was passed by the Oregon State Legislature during the 79th Oregon Legislative Assembly as set forth in Enrolled House Bill 3391 (2017).

“**Term**” means, notwithstanding ORS 414.590(2)(a) but in accordance with Enrolled Oregon House Bill 2446 (2023), the entire six-year Term that Contractor is required to provide services to Members under this Contract commencing on January 1, 2021, and expiring, unless earlier terminated or not Renewed in accordance with Sec. 1.2 of the General Provisions and as otherwise provided for in this Contract, December 31, 2026. Unless expressly stated otherwise, all terms and conditions of the Contract shall be applicable for its entire Term.

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<sup>3</sup> OHA expects to propose administrative rules effective 1/1/2024 that may supersede this contract language.

<sup>4</sup> OHA expects to propose administrative rules effective 1/1/2024 that may supersede this contract language.

<sup>5</sup> OHA expects to propose administrative rules effective 1/1/2024 that may supersede this contract language.

<sup>6</sup> OHA expects to propose administrative rules effective 1/1/2024 that may supersede this contract language.

<sup>7</sup> OHA expects to propose administrative rules effective 1/1/2024 that may supersede this contract language.

<sup>8</sup> OHA expects to propose administrative rules effective 1/1/2024 that may supersede this contract language.

**Exhibit B – Statement of Work – Part 1 – Governance and Organizational Relationships**

*The terms and conditions of Exhibit B, Part 1 in the Medicaid Contract are incorporated by reference and have the same force and effect as though they are fully set forth herein.*

*[Remainder of page intentionally left blank]*

## **Exhibit B – Statement of Work – Part 2 – Covered and Non-Covered Services**

### **1. Covered Services**

*The terms and conditions of Section 1, Exhibit B, Part 2 in the Medicaid Contract are incorporated by reference and have the same force and effect as though they are fully set forth herein.*

### **2. Provision of Covered Services**

*The terms and conditions of Section 2, Exhibit B, Part 2 in the Medicaid Contract are incorporated by reference and have the same force and effect as though they are fully set forth herein.*

### **3. Authorization or Denial of Covered Services**

*The terms and conditions of Section 3, Exhibit B, Part 2 in the Medicaid Contract are incorporated by reference and have the same force and effect as though they are fully set forth herein.*

### **4. Covered Service Component: Crisis, Urgent and Emergency Services**

*The terms and conditions of Section 4, Exhibit B, Part 2 in the Medicaid Contract are incorporated by reference and have the same force and effect as though they are fully set forth herein.*

### **5. Covered Service Component: Covered Service Component: Non-Emergent Medical Transportation (NEMT)**

*The terms and conditions of Section 5, Exhibit B, Part 2 in the Medicaid Contract are incorporated by reference and have the same force and effect as though they are fully set forth herein.*

### **6. Covered Service Components: Covered Service Components: Preventive Care, Family Planning, Sterilizations & Hysterectomies and Post Hospital Extended Care**

*The terms and conditions of Section 6, Exhibit B, Part 2 in the Medicaid Contract are incorporated by reference and have the same force and effect as though they are fully set forth herein.*

### **7. Covered Service Component: Medication Management**

- a.** Except as otherwise provided in this Contract, prescription drugs are a Covered Service for funded Condition/Treatment Pairs, and Contractor shall pay for prescription drugs. Contractor shall provide covered prescription drugs in accordance with OAR 410-141-3855.
- b.** Contractor shall develop and maintain written policies and procedures to ensure children, especially those in custody of DHS, who need, or who are being considered for, psychotropic medications, receive medications that are for medically accepted indications. Such policies and procedures shall require Contractor to prioritize service coordination and the provision of other Behavioral Health services and supports for these children. Contractor shall provide OHA, via Administrative Notice, with such policies and procedures within five (5) Business Days of request by OHA.
- c.** Oregon Prescription Drug Program; Agreements with Pharmacy Benefit Managers; Drug Coverage Criteria.
  - (1)** Contractor may Subcontract with the OPDP to provide PBM services.
  - (2)** In the alternative, Contractor may Subcontract with an entity other than OPDP for PBM services provided that its Subcontract with its PBM include, in addition to those requirements set forth in Sec. 11 of Ex. B, Part 4 of this Contract, all of the provisions in this Para. c, Sec. 7, Ex. B, Part 2. Contractor may obtain, prior to submitting its PBM Subcontract for review and approval, technical guidance from OHA to ensure its PBM

Subcontract complies with all requirements. Technical guidance may be obtained by contacting OHA's Director of OPDP/Pharmacy Purchasing in the Office of Delivery Systems Innovation. Subject to the foregoing, Contractor shall contractually require, without limitation, its PBM to do all of the following:

- (a) Incorporate all Applicable Laws relating to PBM services and transparency;
- (b) Pass through one hundred percent (100%) of pharmacy costs such that a claim level audit will clearly show that payments made to a pharmacy by the PBM matches the amount Contractor has paid to the PBM;
- (c) Pass through all rebates and other utilization-based payments made to the PBM by the manufacturers;
- (d) Permit Contractor to perform an annual audit to ensure its PBM is compliant with contractual requirements and is market competitive;
- (e) Fully cooperate with Contractor to participate in a market check which shall clearly identify the comparator data used as the benchmark for the market check and include an analysis of the PBM's current performance in relation thereto.
  - i. The market check must be performed annually by a neutral, unaffiliated third-party and be completed and delivered to Contractor by July 1 of each Contract Year. Contractor shall use the template provided by OHA on the CCO Contract Forms Website to submit the findings of the third-party market check. Contractor shall submit the findings to OHA, via Administrative Notice, within seven (7) days of delivery of the third-party market check to Contractor.
- (f) Renegotiate and amend the Subcontract with Contractor whenever a third-party market check determines the PBM's performance is more than one percent (1%) or more behind the current market in terms of aggregated gross plan pharmacy cost savings. Accordingly, the Subcontract with Contractor's PBM must include provisions that define the specific market check findings that trigger a review of pricing terms and when market check findings trigger a required renegotiation of terms with the Subcontractor. The Subcontract must explicitly require negotiation of improved terms that result from market check triggered amendments be made effective no later than October 1st, of the evaluation year.: For the purposes of this requirement, "aggregated gross plan pharmacy cost savings" is defined as eligible charges plus all administrative fees paid to the PBM, including but not limited to pay for performance payments made by Contractor or otherwise captured by Subcontractor based on Contractor's pharmacy claims adjudication and or rebate administration or both.
- (g) Identify all provisions that are deemed to be Trade Secrets, Protected Information, and any other provisions that are exempt from public disclosure under Applicable Law;
- (h) Provide Contractor with Reports that detail services at the claim level, including NPI or NAPB data fields (or both NPI and NAPB data fields);
- (i) Make an attestation of financial and organizational accountability and its commitment to the principle of transparency;

- (j) Provide Contractor and OHA with the right to have access to: (i) financial statements upon request, and (ii) the PBMs’ officers who have knowledge of the strategic, financial, and operational relationships and business transactions that may directly or indirectly affect performance under the Subcontract with Contractor; and
    - (k) Provide full, clear, complete, and adequate disclosure to Contractor and OHA the services provided and all forms of income, compensation, and other remuneration it receives and pays out or expects to receive or pay out under the Subcontract with Contractor.
- (3) Prior to entering into any Subcontract with a PBM Contractor shall provide OHA, via Administrative Notice, with a copy of the proposed Subcontract. OHA will review the Subcontract for compliance with this Para. c, Sec. 7, Ex. B, Part 2 as well as Sec. 11 of Ex. B, Part 4 of this Contract and provide Contractor’s Contract Administrator with Administrative Notice of its approval or disapproval within thirty (30) days of receipt. In the event OHA disapproves of Contractor’s Subcontract, Contractor shall follow the process set forth in Sec. 5, Ex. D of this Contract.
- (4) Contractor may enter into a pay for performance model Subcontract. In such event, Contractor shall provide OHA, via Administrative Notice, with a copy of its proposed pay-for-performance Subcontract prior to execution by either Contractor and the PBM. OHA will review Contractor’s pay-for-performance Subcontract for compliance with this Sub. Para. (4), Para. c, Sec. 7, Ex. B, Part 2 and provide Contractor’s Contract Administrator with Administrative Notice of its approval or disapproval of such Subcontract within thirty (30) days of receipt. In the event OHA disapproves Contractor’s Subcontract, Contractor shall follow the process set forth in Sec. 5, Ex. D of this Contract. In no event shall Contractor enter into a pay-for-performance Subcontract with any PBM prior to receipt of OHA’s Administrative Notice of approval.
- (a) Contractor’s model pay-for-performance Subcontract with its PBM shall include all of the following terms and conditions:
  - i. Require the PBM to provide Contractor with quarterly pharmacy network performance reports that analyze actual pharmacy network performance versus the PBM’s rate guarantee in the pay-for-performance Subcontract. Actual pharmacy network performance shall be based off of the PBM’s actual contract rate guarantees with its pharmacies in the PBM’s pharmacy network. All of which shall be auditable to the claim level;
  - ii. All such pay-for-performance Reports shall be supported by claim level detail and include pharmacy identifiers, either NPI or NAPB (or both NPI and NAPB data fields);
  - iii. Require the PBM, upon request, to provide to Contractor, OHA, or their authorized designees (or all or any combination thereof), all contracts the PBM holds with pharmacies for the purpose of verifying that all such contracts comply with OHA’s PBM contracting standards; and
  - iv. Require the PBM to comply with Sub. Paras. (2)(a), (c)-(k) above of this Para. c, Sec. 7, Ex. B, Part 2 of this Contract.
- (b) In the event Contractor, after having received approval from OHA, enters into a pay-for-performance contract with a PBM, Contractor shall be required to provide

OHA with Reports and provide additional information or documentation (or both) relating to its administrative costs as follows:

- i.** Contractor shall submit to OHA a Report detailing its total administrative costs per claim. Such administrative costs shall be calculated by including all payments made to its PBM, including Over-Performance. Claim administrative costs paid to its PBM shall be detailed on a line item basis and all reporting shall be submitted in Microsoft Excel file format. Total administrative costs paid per claim shall not exceed OPDP's contracted administrative costs per claim as determined by OHA. Contractor shall submit such Reports to OHA, via Administrative Notice, on a quarterly basis within thirty (30) days after each calendar quarter. OHA shall review Contractor's quarterly Reports to determine whether its administrative costs meet or exceed OPDP's contracted administrative cost per claim as determined by OHA. OHA shall provide Contractor's Contract Administrator with Administrative Notice of its determination within thirty (30) days from the due date, or within thirty (30) days from the received date if after the due date, of each quarterly Report.
  - ii.** In the event OHA determines that Contractor's total administrative costs per claim exceed OPDP's contracted administrative cost per claim, Contractor shall promptly negotiate new Subcontract terms with its PBM to comply with Sub.Para. (2)(b) above of this Para. c, Sec. 7, Ex. B, Part 2 of this Contract. Prior to Contractor and the PBM Subcontractor executing the amended Subcontract, Contractor shall submit the proposed amended Subcontract for review and approval in accordance with Sub.Para. (4)(a) of this Para. c, Sec. 7, Ex. B, Part 2 of this Contract. Upon receipt of OHA's approval of the proposed amended PBM Subcontract, which shall be made via Administrative Notice to Contractor's Contract Administrator, Contractor and its PBM shall execute the approved Subcontract which shall be effective upon the first day of the first full quarter following receipt of OHA's approval. In the event OHA disapproves of Contractor's amended Subcontract, Contractor shall either terminate the then-current PBM Subcontract and transition to the OPDP or follow the process set forth in Sec. 5, Ex. D of this Contract.
  - iii.** Promptly supply additional information and reporting relating to its PBM pay-for-performance Subcontract as may be requested by OHA from time to time.
  - iv.** In the event Contractor requires an extension of a particular deadline, Contractor shall submit such request via Administrative Notice to OHA.
- (5)** OHA reserves the right to require Contractor to align, for all or some drug classes, its Preferred Drug List with OHA's approved Fee-For-Service Preferred Drug List, including identical preferred and non-preferred drugs and identical criteria for Prior Authorization. OHA shall provide Contractor's Contract Administrator with Administrative Notice of any and all such alignment requirements.
- (6)** On or before January 15 of each Contract Year, and again within five (5) Business Days of any change, Contractor shall provide to OHA, via Administrative Notice, in a format required by OHA, the following:

- (a) PDLs for all classes; and
    - (b) Prior Authorization criteria for, at a minimum, all outpatient drugs, including practitioner administered drugs (PADs). Contractor may, at its discretion, include PA criteria for other drugs, in addition to outpatient drugs.
  - (7) Contractor shall publicly post its current PDL and Prior Authorization criteria. Such information must, when posted, be made readily accessible by patients, prescribers, dispensing pharmacies, and OHA.
  - (8) Contractor shall ensure that its medication coverage criteria comply with the requirements of Ex. B, Part 2, Sec. 2, Paras. b and e of this Contract. OHA will provide a Guidance Document for these requirements on the CCO Contract Forms Website.
- d. Contractor shall provide all Members with the option to utilize mail order pharmacy services. At a minimum, mail order pharmacy services must include non-specialty medications, other than controlled substances, for chronic conditions. Contractor may satisfy the requirement for mail order pharmacy services through one or more retail pharmacies in Contractor’s existing Provider Network, a separate mail order pharmacy network, or a combination thereof in order to meet the needs of Members. Contractor does not have the right to require Members to utilize mail order pharmacy services.
  - (1) Contractor shall inform Members about the option to utilize mail order pharmacy services through its Member Handbook. Such information shall include instructions for how to opt-in to the services and all terms and conditions associated with Members’ use of the services.
- e. With respect to Hepatitis C DAA Drugs, Contractor shall ensure that:
  - (1) Any preferred drug list as described in OAR 410-141-3855(3) includes, at a minimum, the Hepatitis C DAA drugs included on the OHA-approved Fee-for-Service Preferred Drug List, also known as the Practitioner Managed Prescription Drug Plan (PMPDP). Contractor may continue to include other additional preferred Hepatitis C DAA Drugs on its preferred drug list, so long as doing so does not conflict with any Statewide Supplemental Rebate Agreement entered into by OHA;
  - (2) Contractor follows or has followed, in approving or denying all Members who have sought or seek approval for Hepatitis C DAA Drugs, the same criteria and Prior Authorization protocol as specified in the OHA-approved coverage criteria for FFS Members. Notwithstanding the foregoing, the FFS criteria do not apply when Medicaid is the secondary payer. Contractor may specify alternative criteria for non-preferred PMPDP Hepatitis C DAA Drugs, provided that doing so does not conflict with any Statewide Supplemental Rebate Agreements entered into by OHA; and
  - (3) Contractor has no conflicting supplemental rebates for Hepatitis C DAA Drugs. Contractor may continue to collect supplemental rebates for Hepatitis C DAA Drugs, provided that doing so does not conflict with any Statewide Supplemental Rebate Agreements entered into by OHA.

## **8. Covered Service Components: Other Services**

*The terms and conditions of Section 8, Exhibit B, Part 2 in the Medicaid Contract are incorporated by reference and have the same force and effect as though they are fully set forth herein.*

## 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<sup>9</sup> 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;
  - (4) CWM or CWX<sup>10</sup> benefits administered under Contractor's separate Medicaid Contract; and
  - (5) Prescription drugs for Contractor's COFA and Veteran Members that are prescribed by an Oral Health Provider for treatment of an Oral Health condition covered by the Member's benefit package described in OAR 410-120-1210. These medications are Carve-Out Services paid by OHA through the Oregon Prescription Drug Program.
- 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;

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<sup>9</sup> New OHA administrative rule effective 1/1/2024.

<sup>10</sup> OHA expects to propose administrative rules effective 1/1/2024 that may supersede this contract language..



- (3) Therapeutic group home reimbursed for Members under 21 years of age;
- (4) Behavioral rehabilitative services that are financed through another payment source 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; and
- (12) Personal care services as described in OAR 411-034-0000 through 411-034-0090 and OAR 309-040-0300 through 309-040-0330.

**10. Non-Covered Health Services without Care Coordination**

- a. Contractor must provide information in its Member Handbook about the availability of support from OHA or its designee to access Non-Covered Health Services without Care Coordination described in this Para. a. of Sec. 10. Additionally, Contractor is responsible for ensuring its Members have access to NEMT services for the services described in this Para. a. of Sec. 10.

Non-Covered Services for which Contractor is not required to provide Care Coordination include, but are not limited, to:

- (1) Physician assisted suicide under the Oregon Death with Dignity Act, ORS 127.800-127.897;
  - (2) Hospice services for Members who reside in a Skilled Nursing Facility;
  - (3) School-Based Health Services that are Covered Services provided in accordance with Individuals with Disabilities Education Act requirements that are reimbursed with the educational services program;
  - (4) Administrative examinations requested or authorized in accordance with OAR 410-130-0230; and
  - (5) Abortions.
- b. Contractor must provide information in its Member Handbook expressly advising its COFA and Veteran Members that neither OHA nor Contractor provide NEMT services, nor support for or access to physical health and Behavioral Health services which are Non-Covered Services without Care Coordination.

**11. In Lieu of Services (ILOS)**

*The terms and conditions of Section 11, Exhibit B, Part 2 in the Medicaid Contract are incorporated by reference and have the same force and effect as though they are fully set forth herein.*

**12. Family Connects Oregon**

*The terms and conditions of Section 12, Exhibit B, Part 2 in the Medicaid Contract are incorporated by reference and have the same force and effect as though they are fully set forth herein.*

**13. Early and Periodic Screening, Diagnostic, and Treatment (EPSDT)**

*The terms and conditions of Section 13, Exhibit B, Part 2 in the Medicaid Contract are incorporated by reference and have the same force and effect as though they are fully set forth herein.*

**14. Services Not Covered under this Contract**

**a. CWM and CWX.**<sup>11</sup> CWM and CWX benefits for HOP Members are not Covered Services under this Non-Medicaid Contract, nor are they administered under this Contract. Instead, the CWM and CWX benefits for HOP Members are covered and administered under Contractor’s separate Medicaid Contract.

**(1)** CWM and CWX benefits for HOP Members expressly do not include ILOS described in Section 11 of Ex. B, Part 2 of Contractor’s Medicaid Contract or organ transplants described in OAR Chapter 410, Division 124. Instead, ILOS and organ transplants are included in the OHP Plus-equivalent benefits covered and administered under this Non-Medicaid Contract.

**b.** Certain HOP Members are not covered under CWM/CWX and therefore all their OHP Plus-equivalent benefits are covered under this Non-Medicaid Contract.

*[Remainder of page intentionally left blank]*

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<sup>11</sup> OHA expects to propose administrative rules effective 1/1/2024 that may supersede this contract language..

## **Exhibit B – Statement of Work – Part 3 – Patient Rights and Responsibilities, Engagement and Choice**

- 1. Member and Member Representative Engagement in Member Health Care and Treatment Plans**  
*The terms and conditions of Section 1, Exhibit B, Part 3 in the Medicaid Contract are incorporated by reference and have the same force and effect as though they are fully set forth herein.*
- 2. Member Rights and Responsibilities**  
*The terms and conditions of Section 2, Exhibit B, Part 3 in the Medicaid Contract are incorporated by reference and have the same force and effect as though they are fully set forth herein.*
- 3. Provider’s Opinion**  
*The terms and conditions of Section 3, Exhibit B, Part 3 in the Medicaid Contract are incorporated by reference and have the same force and effect as though they are fully set forth herein.*
- 4. Informational Materials for Members and Potential Members: General Information and Education**  
*The terms and conditions of Section 4, Exhibit B, Part 3 in the Medicaid Contract are incorporated by reference and have the same force and effect as though they are fully set forth herein.*
- 5. Informational Materials for Members and Potential Members: Member Handbook**  
*The terms and conditions of Section 5, Exhibit B, Part 3 in the Medicaid Contract are incorporated by reference and have the same force and effect as though they are fully set forth herein.*
- 6. Informational Materials for Members and Potential Members: Provider Directory**
  - a.** In accordance with 42 CFR § 438.10(h), Contractor shall develop a Provider directory for its Members which encompasses the services delivered under this Contract. The Provider directory must be a single, comprehensive resource that encompasses Contractor’s entire Provider Network, including any Providers contracted by Subcontractors that serve Contractor’s Members. Contractor may not utilize a Subcontractor’s separate or standalone Provider directory to meet the Provider directory requirement. The Provider directory shall include all of the information necessary to ensure Member access to an adequate Provider Network that is identical to the Provider Network offered to Medicaid Members under the separate Medicaid Contract. In no event shall Contractor’s Provider Directory direct HOP Members, COFA Members, Veteran Members, or Medicaid Members to different Providers or identify or otherwise indicate any differences between such Members and Medicaid Members. Contractor may also incorporate additional information in its Provider directory to incorporate priorities from its Community Health Assessment and its Community Health Improvement Plan relating to the delivery of integrated and coordinated physical, Oral Health, Behavioral Health, and Substance Use Disorders treatment services and supports.
  - b.** Contractor shall develop and maintain its Provider directory such that it meets the requirements set forth in Sec. 4 above of this Ex. B, Part 3, OAR 410-141-3585, and any other applicable requirements set forth in this Contract. Contractor’s Provider directory shall identify, at a minimum, its contracted Providers, Specialists, pharmacies, Behavioral Health Providers and Hospitals that are located or otherwise serve Contractor’s Members in Contractor’s Service Area(s).
  - c.** In keeping with the requirement that Members must be permitted to choose their Provider to the extent possible and appropriate within Contractor’s Provider Network, Contractor’s Provider directory shall be developed and written such that it provides Members with the information necessary to make informed choices within Contractor’s Provider Network. Contractor’s Provider directory must also include information about Contractor’s Specialists and Mental and Behavioral

Health Providers and such information shall be consistent with and include the same information provided about Contractor’s physical health care Providers.

- d. In order to be included in Contractor’s Provider directory, Contractor’s Providers, whether under contract directly with, or Subcontracted by, Contractor, must have agreed to provide the Covered Services or items to its Members.
- e. Contractor’s Provider directory shall include each of the following Provider types listed below in this Para. e, of this Sec. 6, Ex. B, Part 3. Contractor may also include other Provider types who may provide Covered Services to Contractor’s Members within Contractor’s Service Area(s).
  - (1) Physicians;
  - (2) Hospitals;
  - (3) Pharmacies;
  - (4) Behavioral Health Providers;
  - (5) Dentists;
  - (6) Dental and Oral Health Providers;
  - (7) NEMT Providers; and
  - (8) LTSS Providers, as appropriate.
- f. For each of the Providers listed in the Provider directory, Contractor shall include all of the information specified in OAR 410-141-3585.
- g. Contractor’s written, hard-copy Provider directory must be updated at least monthly. Contractor’s electronic Provider directory as posted on its website must be updated no later than 30 days after any change in Providers. In the event Contractor makes any material changes to its Provider Directory, Contractor shall submit such directory to OH.
- h. Contractor shall develop and maintain written policies and procedures, criteria, and an ongoing process for managing the information flow, writing, and changing of Provider directories. Contractor shall provide OHA with such policies, procedures, criteria, and processes as may be requested from time to time.
- i. Contractor shall require its Participating Providers and Subcontractors to adhere to its established policies for Provider directories and the applicable timeframes for updating the information therein.
- j. Contractor shall make its Provider directory available on its website in a machine readable file and format per 42 CFR § 438.10(h)(4). Contractor shall provide all of its Members with written notice of the availability of the Provider directory on both its website and, upon request, in written hard-copy. Such letter shall comply with all of the criteria for Member materials as set forth in Sec. 4 above of this Ex. B, Part 3 and submitted, prior to being mailed, to OHA, via Administrative Notice, for review and approval in accordance with the criteria set forth herein. In the event Contractor’s letter is not approved, Contractor shall follow the process set forth in Sec. 5 of Ex. D of this Contract.

## **7. Grievance and Appeal System**

*The terms and conditions of Section 7, Exhibit B, Part 3 in the Medicaid Contract are incorporated by reference and have the same force and effect as though they are fully set forth herein.*

**8. Enrollment**

*The terms and conditions of Section 8, Exhibit B, Part 3 in the Medicaid Contract are incorporated by reference and have the same force and effect as though they are fully set forth herein.*

**9. Disenrollment**

*The terms and conditions of Section 9, Exhibit B, Part 3 in the Medicaid Contract are incorporated by reference and have the same force and effect as though they are fully set forth herein.*

**10. Member Benefit Package Changes**

*The terms and conditions of Section 10, Exhibit B, Part 3 in the Medicaid Contract are incorporated by reference and have the same force and effect as though they are fully set forth herein.*

**11. Enrollment Reconciliation**

*The terms and conditions of Section 11, Exhibit B, Part 3 in the Medicaid Contract are incorporated by reference and have the same force and effect as though they are fully set forth herein.*

**12. Identification Cards**

*The terms and conditions of Section 12, Exhibit B, Part 3 in the Medicaid Contract are incorporated by reference and have the same force and effect as though they are fully set forth herein.*

**13. Marketing to Potential Members**

*The terms and conditions of Section 13, Exhibit B, Part 3 in the Medicaid Contract are incorporated by reference and have the same force and effect as though they are fully set forth herein.*

***[Remainder of page intentionally left blank]***

## **Exhibit B – Statement of Work – Part 4 – Providers and Delivery Systems**

### **1. Integration and Coordination**

*The terms and conditions of Section 1, Exhibit B, Part 4 in the Medicaid Contract are incorporated by reference and have the same force and effect as though they are fully set forth herein.*

### **2. Access to Care**

**a.** Contractor shall provide Culturally and Linguistically Appropriate Services and supports in locations as geographically close as possible to where Members reside or seek services. Contractor shall also provide a choice of Providers (including physical health, Behavioral Health, Providers treating Substance Use Disorders, and Oral Health) who are able to provide Culturally and Linguistically Appropriate Services within the Delivery System Network that are, if available, offered in non-traditional settings that are accessible to Families, diverse Communities, and underserved populations. In accordance with ORS 659A.400 through 659A.409, Contractor's Delivery System Network offered to HOP Members pursuant to this Contract shall be identical to the Delivery System Network offered to Medicaid Members pursuant to the Medicaid Contract. Moreover, for the purpose of clarification, the foregoing requirement also applies to the Delivery System Network of Dentists offered to COFA and Veteran Members. Contractor shall meet, and require all Providers to meet, OHP standards for timely access to care and services, taking into account the urgency of need for services. Contractor shall comply with OAR 410-141-3515 and 410-141-3860. Contractor shall make Covered Services available twenty-four (24) hours a day, seven (7) days a week, when Medically Appropriate. Contractor shall prioritize timely access to care for Prioritized Populations as set forth in Sec. 9 below of this Ex. B, Part 4. And, as provided for under OAR 410-141-3515, access to care must be provided to certain Members as follows:

- (1) Pregnant individuals and IV drug users must be provided with an immediate assessment and intake;
- (2) Those with opioid use disorders must be provided with an assessment and intake within seventy-two (72) hours;
- (3) Veterans and their families must be provided with an immediate assessment and intake;
- (4) Those requiring Medication Assisted Treatment (MAT) must be provided with an assessment and induction no more than seventy-two (72) hours but Contractor shall undertake and document efforts to provide care as soon as possible and consider providing ICC Services as applicable under OAR 410-141-3870. With respect to those requiring MAT, Contractor shall also:
  - (a) Assist such Members in navigating the health care system and utilize Community resources such as Hospitals, Peer Support Specialists, and the like, as needed until assessment and induction can occur;
  - (b) Ensure Providers provide interim services daily until assessment and induction can occur and barriers to medication are removed. Such daily services may include utilizing the Community resources identified in Sub. Para. (4)(a) above of this Para. a, Sec. 2, Ex. B, Part 4 or other types of Provider settings. In no event shall Contractor or its Provider require Members to follow a detox protocol as a condition of providing such Members with assessment and induction;
  - (c) Provide such Members with an assessment that includes a full physical as well as a bio-psycho-social spiritual assessment and prescribe and deliver any necessary medication taking into consideration the results of such assessment and also the

- potential risks and harm to the Member in light of the presentation and circumstances; and
- (d) Provide no less than two (2) follow up appointments to such Members within one (1) week after the assessment and induction.
  - (5) For Members with Special Health Care Needs or receiving Long Term Services and Supports determined through an assessment to need a course of treatment or regular care Monitoring, Contractor shall have a mechanism in place to allow Members to directly access a Specialist (for example, through a standing Referral or an approved number of visits), in accordance with 42 CFR § 438.208(c) and as may otherwise be required under this Contract, as appropriate for the Member's condition and identified needs. Contractor shall ensure the services supporting Members with ongoing or chronic conditions, or who require Long-Term care and Long Term Services and Supports, are authorized in a manner that reflects each such Member's ongoing need for such services and supports and does not create a burden to Members who need medications or services to appropriately care for chronic conditions; and
  - (6) Contractor shall have policies and mechanisms for producing, in consultation with the appropriate Providers, an integrated treatment or care plan, or transition of care plan for Members:

    - (a) With Special Health Care Needs,
    - (b) Receiving Long Term Services and Supports,
    - (c) Who are transitioning from a Hospital or Skilled Nursing Facility care,
    - (d) Who are transitioning from institutional or in-patient Behavioral Health care facilities, and
    - (e) Who are receiving Home and Community Based Services for Behavioral Health conditions.
  - b. Report the barriers to access to care for such Members and draft a strategic plan for removing such barriers. Such Report and strategic plan must be provided to OHA upon request. Contractor may request technical support from OHA to assist with the efforts required hereunder.
  - c. For routine Oral Health care Members shall be seen within eight (8) weeks, unless there is a documented, special clinical reason which would require longer access time. Pregnant individuals shall be provided Oral Health care according to the timelines outlined in OAR 410-123-1510.
  - d. Contractor shall ensure that Providers do not discriminate between Members and non-OHP persons with respect to benefits and services to which they are both entitled and shall ensure that Providers offer hours of operation to Members that are no less than those offered to non-Members as provided in OAR 410-141-3515.
  - e. Contractor shall provide each Member with an opportunity to select an appropriate Behavioral Health Practitioner and service site.
  - f. Contractor does not have the right to, and shall not, deny Covered Services to, or request Disenrollment of, a Member based on disruptive or abusive behavior resulting from symptoms of a mental or Substance Use Disorders or from any other disability. Contractor shall develop appropriate Treatment Plans with such Members and their Families or advocates to manage such behavior.

- g.** Contractor shall implement mechanisms to Assess each Member with Special Health Care Needs and Members receiving Long Term Services and Supports in order to identify any ongoing special conditions that require a course of physical health, Behavioral Health services, or care management, or all or any combination thereof. The Assessment mechanisms must use appropriate health care professionals. For those Members with Special Health Care needs and Members receiving Long Term Services and Supports who are determined to need a course of treatment or regular care Monitoring, Contractor shall:<sup>12</sup>
- (1)** Develop and implement a written Intensive Care Coordination Plan. Each Member’s ICCP must be: (i) developed by such Member’s Intensive Care Coordinator with Member participation and in consultation with any Specialists caring for the Member; (ii) approved by Contractor in a timely manner; and (iii) revised upon Assessment of function, need, or at the request of the Member. Such revisions must be done at least every three (3) months for Members receiving ICC Services and every twelve (12) months for other Members, if approval is required. All ICCPs must be developed in accordance with any applicable OHA quality Assessment and performance improvement and Utilization Review standards;
  - (2)** Assist such Members in gaining direct access to Medically Appropriate care from physical health or Behavioral Health Specialists, or both, for treatment of the Member’s condition and identified needs including the assistance available through Intensive Care Coordinators if appropriate; and
  - (3)** Contractor shall implement procedures to share with such Member’s Primary Care Provider the results of its identification and Assessment so that those activities are not duplicated. Contractor’s procedures shall also require that the Members’ Assessments be shared with other MCEs serving the Members. Such coordination and sharing of information must be conducted in accordance with Applicable Laws governing confidentiality.
- h.** 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 communication and delivery of Covered Services to Members with diverse cultural and ethnic backgrounds. Contractor shall, in order to ensure the communication about, and delivery of, Covered Services in compliance with such Acts, provide, without limitation:
- (1)** Certified or Qualified Health Care Interpreter services for those Members who have difficulty communicating due to a medical condition, a disability, or have limited English proficiency; or
  - (2)** Auxiliary aids and services when no adult is available to communicate in English, or Certified or Qualified Health Care Interpreters cannot be made available by telephone.
- i.** Contractor shall maintain written policies, procedures, and plans relating to the communication about, and delivery of Covered Services in compliance with Para. h above of this Section, in accordance with the requirements of OAR 410-141-3515.
- j.** Contractor shall comply with the requirement of Title III of the Americans with Disabilities Act by ensuring that services provided to Members with disabilities are provided in the most integrated setting appropriate to the needs of those Members.

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<sup>12</sup> OHA expects to propose administrative rules effective 1/1/2024 that may supersede this contract language.



- k.** Contractor shall ensure that its employees, Subcontractors, and facilities are prepared to meet the special needs of Members who require accommodations because of a disability or limited English proficiency. Contractor shall include in its Grievance and Appeal procedures, described in Ex. I, a process for Grievances and Appeals concerning communication or access to Covered Services or facilities.
- l.** In addition to access and Continuity of Care standards specified in the rules cited in Para. a, of this Sec. 2, Ex. B, Part 4, Contractor shall develop a methodology for evaluating access to Covered Services as described in Sec. 1, Ex. G of this Contract and Continuity of Care which are consistent with the Accessibility requirements in OAR 410-141-3515, OAR 410-141-3860, and OAR 410-141-3865.

  - (1)** Using the Interpreter Services Self-Assessment reporting template located on the CCO Contract Forms Website, Contractor shall conduct an annual language access self-assessment and submit the completed self-assessment to OHA, via Administrative Notice, by the third Monday of each January.
  - (2)** Using the Language Access and Interpreter Services reporting template located on the CCO Contract Forms Website, Contractor shall collect and report language access and interpreter services to OHA according to the quarterly schedule and for the reporting periods specified in OAR 410-141-3515.
- m.** Contractor shall ensure that each Member has an ongoing source of primary care appropriate to the Member’s needs and a person or entity formally designated as primarily responsible for coordinating the health care services furnished as described in OAR 410-141-3860<sup>13</sup> and required by 42 CFR 438.208 (b)(1) and (2).

  - (1)** In accordance with Enrolled Oregon Senate Bill 1529 (2022), Contractor must allow a Member to choose a new PCP at any time.
- n.** Contractor shall, in accordance with 42 CFR § 438.14(3) permit any and all of its AI/AN Members who are eligible to receive services from an IHCP PCP who is a Participating Provider, to choose such IHCP as their PCP so long as such IHCP PCP has the capacity to provide such services.

  - (1)** Any Referral to another Participating Provider from an IHCP PCP who is a Participating Provider shall be deemed to satisfy any of Contractor’s coordination of care or Referral obligations.
- o.** Contractor shall provide female Members with direct access to women’s health Specialists within the Provider Network for Covered Services necessary to provide women’s routine and preventive health care services. This is in addition to the Member’s designated PCP if the designated PCP is not a women’s health Specialist.
- p.** Contractor shall provide for a second opinion from a Participating Provider, which may include, if appropriate, a Participating Behavioral Health Provider to determine Medically Appropriate services. If a Participating Provider cannot be arranged then Contractor shall arrange for the Member to obtain the second opinion from a Non-Participating Provider, at no cost to the Member.
- q.** In the event Contractor is unable to provide local access to care by Health Care Professionals or other Providers sufficiently qualified and specialized to treat a Member’s condition, it must demonstrate such inability and provide reasonable alternatives to care in accordance with OAR 410-141-3515.

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<sup>13</sup> OHA expects to propose administrative rules effective 1/1/2024 that may supersede this contract language.

r. Contractor shall ensure that a Provider:

- (2) Complies with the requirements of Enrolled Oregon House Bill 2359 (2021) regarding OHA’s health care interpreter registry, language proficiency requirements for bilingual Providers, and documentation of all interpreter services including good faith efforts to work with OHA Qualified or Certified Health Care Interpreters before working with an interpreter who is not listed on OHA’s interpreter registry;;
- (3) Works with a Certified Health Care Interpreter or a Qualified Health Care Interpreter when interacting with Member, or a caregiver of a Member, who has limited English proficiency or who communicates in signed language; and
- (4) Is reimbursed for the cost of the interpreter.

### 3. Delivery System and Provider Capacity

*The terms and conditions of Section 3, Exhibit B, Part 4 in the Medicaid Contract are incorporated by reference and have the same force and effect as though they are fully set forth herein.*

### 4. Provider Selection

Contractor shall establish written policies and procedures that comply with credentialing and re-credentialing requirements outlined in OAR 410-141-3510, the requirements specified in 42 CFR § 438.214, which include selection and retention of Providers and nondiscrimination provisions.

a. In establishing and maintaining the network, Contractor shall:

- (1) Complete and provide OHA with DSN Capacity Provider Reports as set forth in Ex. G to this Contract;
- (2) Use Provider selection policies and procedures, in accordance with 42 CFR § 438.12 and 42 CFR § 438.214, that do not discriminate against Providers that serve high-risk populations or specialize in conditions that require costly treatment;
- (3) Give the affected Providers written notice of the reason for its decision not to include individuals or groups of Providers in its Provider Network, include with such notice Contractor’s Provider selection policy, and provide an internal review process for the affected Providers;
- (4) Not discriminate with respect to participation, reimbursement, or indemnification as to any Provider who is acting within the scope of the Provider’s license or certification as specified in 42 CFR § 438.12 and under OAR 410-141-3510 on the basis of such license or certification. This paragraph does not:
  - (a) Prohibit Contractor from including Providers only to the extent necessary to meet the needs of Members;
  - (b) Require that Contractor contract with any health care Provider willing to abide by the terms and conditions for participation established by Contractor;
  - (c) Preclude Contractor from establishing varying reimbursement rates based on quality or Performance Measures consistent with Contractor’s responsibilities under this Contract; or
  - (d) Preclude Contractor from using different reimbursement amounts for different specialties or for different Practitioners in the same specialty.

- (5) Provide a dispute resolution process, including the use of an independent third-party arbitrator, for a Provider’s refusal to contract with Contractor or for the termination, or non-renewal of a Provider’s contract with Contractor, pursuant to OAR 410-141-3560;
  - (6) Ensure that all Traditional Health Workers, whether they are Subcontractors or Contractor employees, undergo and meet the requirements for, and pass the background check required of for THWs, as described in OAR 950-060-0070; and
  - (7) Terminate its contract or Subcontract with a Provider immediately upon receipt of Legal Notice from the State that a Provider is precluded from being enrolled as a Medicaid Provider.
  - (8) Ensure all Providers who (i) contract directly with Contractor or (ii) contract with Contractor’s Participating Providers, understand that they must comply with applicable state and federal non-discrimination laws, including, without limitation, ORS 659A.400 through 659A.409 and the federal Civil Rights Act.
- b. In accordance with 42 CFR § 438.602(b)(1) OHA will screen and enroll Providers and revalidate all of Contractor’s Providers as Medicaid Providers. Contractor may execute provisional Provider contracts pending the outcome of screening and Enrollment with OHA, for no longer than one hundred and twenty (120) days. Contractor shall terminate the contract immediately if notified by OHA that the Provider is precluded from being enrolled as a Medicaid Provider. Notwithstanding the foregoing, Contractor shall not execute provisional Provider contracts with moderate or high-risk Providers until the Provider has been approved for Enrollment by OHA, as described in Ex. B, Part 4, Sec 5. b.

## **5. Credentialing**

*The terms and conditions of Section 5, Exhibit B, Part 4 in the Medicaid Contract are incorporated by reference and have the same force and effect as though they are fully set forth herein.*

## **6. Patient Centered Primary Care Homes**

*The terms and conditions of Section 6, Exhibit B, Part 4 in the Medicaid Contract are incorporated by reference and have the same force and effect as though they are fully set forth herein.*

## **7. Care Coordination**

*The terms and conditions of Section 7, Exhibit B, Part 4 in the Medicaid Contract are incorporated by reference and have the same force and effect as though they are fully set forth herein.*

## **8. Care Integration**

*The terms and conditions of Section 8, Exhibit B, Part 4 in the Medicaid Contract are incorporated by reference and have the same force and effect as though they are fully set forth herein.*

## **9. Delivery System Dependencies**

*The terms and conditions of Section 9, Exhibit B, Part 4 in the Medicaid Contract are incorporated by reference and have the same force and effect as though they are fully set forth herein.*

## **10. Evidence-Based Clinical Practice Guidelines**

*The terms and conditions of Section 10, Exhibit B, Part 4 in the Medicaid Contract are incorporated by reference and have the same force and effect as though they are fully set forth herein.*

**11. Subcontract Requirements**

*The terms and conditions of Section 11, Exhibit B, Part 4 in the Medicaid Contract are incorporated by reference and have the same force and effect as though they are fully set forth herein.*

**12. Minority-Owned, Woman-Owned and Emerging Small Business Participation**

*The terms and conditions of Section 12, Exhibit B, Part 4 in the Medicaid Contract are incorporated by reference and have the same force and effect as though they are fully set forth herein.*

**13. Adjustments in Service Area or Enrollment**

*The terms and conditions of Section 13, Exhibit B, Part 4 in the Medicaid Contract are incorporated by reference and have the same force and effect as though they are fully set forth herein.*

*[Remainder of page intentionally left blank]*

**[Exhibit B, Parts 5 through 7 are reserved.]**

*[Remainder of page intentionally left blank]*

## **Exhibit B – Statement of Work – Part 8 – Accountability and Transparency of Operations**

### **1. Record Keeping Requirements**

*The terms and conditions of Section 1, Exhibit B, Part 8 in the Medicaid Contract are incorporated by reference and have the same force and effect as though they are fully set forth herein.*

### **2. Privacy, Security, and Retention of Records; Breach Notification**

*The terms and conditions of Section 2, Exhibit B, Part 8 in the Medicaid Contract are incorporated by reference and have the same force and effect as though they are fully set forth herein.*

### **3. Access to Records**

*The terms and conditions of Section 3, Exhibit B, Part 8 in the Medicaid Contract are incorporated by reference and have the same force and effect as though they are fully set forth herein.*

### **4. Payment Procedures**

*The terms and conditions of Section 4, Exhibit B, Part 8 in the Medicaid Contract are incorporated by reference and have the same force and effect as though they are fully set forth herein.*

### **5. Claims Payment**

*The terms and conditions of Section 5, Exhibit B, Part 8 in the Medicaid Contract are incorporated by reference and have the same force and effect as though they are fully set forth herein.*

### **6. [RESERVED]**

### **7. [RESERVED]**

### **8. All Payer All Claims Reporting Program**

*The terms and conditions of Section 8, Exhibit B, Part 8 in the Medicaid Contract are incorporated by reference and have the same force and effect as though they are fully set forth herein.*

### **9. Cost Growth Target Program**

*The terms and conditions of Section 9, Exhibit B, Part 8 in the Medicaid Contract are incorporated by reference and have the same force and effect as though they are fully set forth herein.*

### **10. Administrative Performance Program: Valid Encounter Claims Data**

*The terms and conditions of Section 10, Exhibit B, Part 8 in the Medicaid Contract are incorporated by reference and have the same force and effect as though they are fully set forth herein.*

### **11. Encounter Data Submission Processes**

*The terms and conditions of Section 11, Exhibit B, Part 8 in the Medicaid Contract are incorporated by reference and have the same force and effect as though they are fully set forth herein.*

### **12. Additional Encounter Data Submission Requirements: Non-Pharmacy Encounter Data**

*The terms and conditions of Section 12, Exhibit B, Part 8 in the Medicaid Contract are incorporated by reference and have the same force and effect as though they are fully set forth herein.*

### **13. Pharmacy Encounter Data**

*The terms and conditions of Section 13, Exhibit B, Part 8 in the Medicaid Contract are incorporated by reference and have the same force and effect as though they are fully set forth herein.*

**14. Administrative Performance Standard**

*The terms and conditions of Section 14, Exhibit B, Part 8 in the Medicaid Contract are incorporated by reference and have the same force and effect as though they are fully set forth herein.*

**15. [RESERVED]**

**16. [RESERVED]**

**17. Third Party Liability, Excluding Personal Injury Liens**

*The terms and conditions of Section 17, Exhibit B, Part 8 in the Medicaid Contract are incorporated by reference and have the same force and effect as though they are fully set forth herein.*

**18. Personal Injury Liens**

*The terms and conditions of Section 18, Exhibit B, Part 8 in the Medicaid Contract are incorporated by reference and have the same force and effect as though they are fully set forth herein.*

**19. Disclosure of Ownership Interests**

*The terms and conditions of Section 19, Exhibit B, Part 8 in the Medicaid Contract are incorporated by reference and have the same force and effect as though they are fully set forth herein.*

**20. Disclosure of Other Ownership Interests**

*The terms and conditions of Section 20, Exhibit B, Part 8 in the Medicaid Contract are incorporated by reference and have the same force and effect as though they are fully set forth herein.*

**21. Certain Changes in Control Requiring Pre-Approval from OHA**

*The terms and conditions of Section 21, Exhibit B, Part 8 in the Medicaid Contract are incorporated by reference and have the same force and effect as though they are fully set forth herein.*

**22. Subrogation**

*The terms and conditions of Section 22, Exhibit B, Part 8 in the Medicaid Contract are incorporated by reference and have the same force and effect as though they are fully set forth herein.*

**23. Contractor's Governing Board**

*The terms and conditions of Section 23, Exhibit B, Part 8 in the Medicaid Contract are incorporated by reference and have the same force and effect as though they are fully set forth herein.*

***[Remainder of page intentionally left blank]***

**Exhibit B – Statement of Work – Part 9 – Program Integrity**

*The terms and conditions of Exhibit B, Part 9 in the Medicaid Contract are incorporated by reference and have the same force and effect as though they are fully set forth herein.*

*[Remainder of page intentionally left blank]*



**[Exhibit B – Statement of Work – Part 10 – Transformation Reporting, Performance Measures and External Quality Review is reserved.]**

*[Transformation Reporting, Performance Measures and External Quality Review are not required to be implemented under this Contract. Contractor’s obligations to implement Transformation Reporting, Performance Measures and External Quality Review are only required under the Medicaid Contract.]*

***[Remainder of page intentionally left blank]***

## Exhibit C – Consideration

### 1. Payment Types and Rates

- a. In consideration of all the Work to be performed under this Contract, OHA will pay Contractor a monthly CCO Payment for each Member enrolled under the Contract according to OHA records. The monthly CCO Payment Rate authorized for each Member is that amount indicated in Exhibit C-Attachment 1 (CCO Payment Rates) for each Member’s Rate Group. OHA will prorate the CCO Payment for Members who are enrolled or disenrolled mid-month. OHA may withhold Payment for new Members when, and for so long as, OHA Imposes suspension or denial of Payments as a Sanction under Ex. B, Part 9, Sec. 3, Para. b.
- b. The monthly CCO Payment may include risk adjustment based on factors such as expected cost of care or health status and may reflect one or more Risk Corridors in accordance with Sec. 6 below of this Ex. C.
- c. Contractor shall comply with all applicable payment obligations to ICHPs as set forth in 25 USC § 1621e and 42 CFR § 438.14(b)(2) and (c).
- d. Contractor’s separate Medicaid Contract includes provisions relating to Qualified Directed Payments (QDPs), which are State-directed payments governed by CMS Medicaid managed care regulations. The CMS managed care regulations relating to QDPs permit States direct such payments for specific purposes, including expenses incurred by managed care plans that relate to the implementation of delivery system and provider payment initiatives under Medicaid managed care contracts. Contractor’s separate Medicaid Contract includes QDPs built into the CCO Payment Rates (“QDPs within CCO Payment Rates”), which are required to be used to increase Behavioral Health Provider payment rates (“BH QDPs”), as required by, and with funds appropriated to OHA under, Enrolled Oregon House Bill 5202 (2022) and consistent with the associated CMS preprints, which are subject to CMS approval. The CCO Payment Rates in Exhibit C-Attachment 1 to this Non-Medicaid Contract include an adjustment which is subject to the same directed payment parameters included in the separate Medicaid Contract, which is subject to CMS approval. Contractor shall utilize the QDPs within CCO Payment Rates included in this Non-Medicaid Contract to increase Behavioral Health Provider payment rates in accordance with the CMS approved preprints for services provided to HOP Members covered under this Non-Medicaid Contract. OHA will provide a Guidance Document to assist Contractor with complying with the BH QDP requirements.
- e. As described in OAR 410-141-3565, OHA may require Contractor to reimburse a Rural Type A Hospital or Rural Type B Hospital for the cost of Covered Services based on a Cost-to-Charge Ratio. This section does not prohibit Contractor and such a Hospital from mutually agreeing to reimbursement arrangements.
- f. If Contractor has a contractual relationship with a designated Type A, Type B, or Rural critical access Hospital, Contractor shall provide representations and warranties to OHA that said contract establishes the total reimbursement for the services provided to persons whose medical assistance benefits are administered by Contractor.

### 2. Payment in Full

The consideration described in this Ex. C is the total consideration payable to Contractor for all Work performed under this Contract. OHA will ensure that no Payment is made to a Provider other than Contractor for services available under the Contract between OHA and Contractor.

### 3. Changes in Payment Rates

- a. The CCO Payment Rates may be changed only by amendment to this Contract pursuant to Sec. 21, Ex. D.
- b. In the event CCO Payment Rate adjustments are required by CMS in order to approve the Medicaid Contract which then results in a requirement to adjust the CCO Payment Rates set forth in this Contract, and such Payment Rates hereunder are decreased as a result thereof, OHA shall have the right to recover the difference between amounts paid in excess of the decreased amount required by OHA in accordance with Sec. 7 of Ex. D; however, OHA shall ensure such amounts are recovered in a manner that does not have a material, adverse effect on Contractor's ability to maintain the required minimum amounts of risk-based capital as such minimum amount is set forth in Ex. L of this Contract.
- c. Changes in the CCO Payment Rates as a result of adjustments to the Service Area or to the Enrollment limit may be required pursuant to Sec. 13, Ex. B, Part 4 of this Contract.
- d. The CCO Payments authorized to be paid under this Contract are based on the funded condition-treatment pairs on the Prioritized List of Health Services in effect on the date this Contract is executed, subject to the terms of this Contract. Changes in the Prioritized List may result in changes in CCO Payment Rates, as follows:
  - (1) Pursuant to ORS 414.690, the Prioritized List developed by the Health Evidence Review Commission may be expanded, limited or otherwise changed. Pursuant to ORS 414.690 and 414.735, the funding line for the services on the Prioritized List may be changed by the Legislature.
  - (2) In the event that insufficient resources are available during the Term of this Contract, ORS 414.735 provides that reimbursement shall be adjusted by eliminating services in the order of priority recommended by the Health Evidence Review Commission, starting with the least important and progressing toward the most important.
  - (3) Before instituting reductions in Covered Services pursuant to ORS 414.735, OHA will obtain the approval of the Legislative Assembly or the Emergency Board if the Legislative Assembly is not in session.
  - (4) If legislative scheduling permits, OHA will provide Contractor Administrative Notice to Contractor's Contract Administrator at least two (2) weeks prior to any legislative consideration of such reductions in Covered Services pursuant to ORS 414.735(3).
  - (5) Adjustments made to the Covered Services pursuant to ORS 414.735 during the Term of this Contract will be referred to the actuary who is under contract with OHA for the determination of CCO Payment Rates. The actuary will determine any rate modifications required as the result of cumulative adjustments to the funded list of Covered Services based on the totality of the OHP rates for all Contractors (total OHP rates).
    - (a) For changes made during the first year of the two year per capita cost period since the list was last approved by the Legislative Assembly or the Emergency Board, the actuary will consider whether changes are covered by the trend rate included in the existing total OHP rate(s) and, thus, not subject to adjustment or are services moved from a Non-Covered Service to a Covered Service.
    - (b) If the net result under Para. (5) or Para. (5), Sub.Para. (a) above for services subject to the adjustment is less than 1% of the total OHP rates, no adjustment to the CCO Payment Rates will be made.

- (c) If the net result under Para. (5) or Para. (5), Sub.Para. (a) above is 1% or greater of the total OHP rates, the CCO Payment Rates will be amended pursuant to Sec. 21, Ex. D of this Contract.
      - (d) OHA will make available to Contractor the assumptions and methodologies used by the actuary to determine whether the net result is more or less than 1%.
    - (6) Notwithstanding the foregoing, Para. d, Sub.Paras. (1) through (5) of this Sec. 3, Ex. C do not apply to reductions made by the Legislative Assembly in a legislatively adopted or approved budget.
  - e. With respect to the CCO Payment Rates in Exhibit C-Attachment 1, CMS advised OHA in June 2023 through a State Plan Amendment that OHA may newly claim CHIP administrative funds as federal match for postpartum HOP Members’ CWX benefits covered under Contractor’s separate Medicaid Contract.
    - (1) The “HOP MAGI Postpartum 0-365 Days (HOP PP)” rates set forth in Exhibit C-Attachment 1 of this Contract shall be applied for postpartum HOP Members as of the 2024 A&R Effective Date. However, OHA may instead apply the “HOP MAGI Pregnant Woman (HOP PWO)” rates set forth in Exhibit C-Attachment 1 on or after the 2024 A&R Effective Date. In such event, OHA will notify Contractor, via Administrative Notice, no later than thirty (30) days prior to the effective date of the change in rates.
    - (2) In the event OHA applies the HOP PWO rates as provided for in Sub.Para. (1) above and subsequent thereto either CHIP administrative funds have been exhausted or other factors prevent OHA from continuing to issue payments under the HOP PWO rates, OHA will instead apply HOP PP rates for postpartum HOP Members.
    - (3) Due to regulatory and systems limitations, OHA may not be aware of either the inability to claim CHIP administrative funds or the other factors that may prevent OHA from continuing to pay the HOP PWO rates until after the effective date of such unavailability. Consequently, the change to the HOP PP rates may require OHA to make coordinated retroactive adjustments in order to recoup HOP PWO payments and issue HOP PP payments (collectively, “Reprocessing”). Therefore, OHA will notify Contractor no later than ninety (90) days after the effective date of the retroactive adjustment and the reason therefor. OHA will also provide Contractor with at least thirty (30) days prior written notice of any Reprocessing and the enactment of prospective payments under the HOP PP rates. OHA may provide the two aforementioned notices to Contractor concurrently or consecutively, as determined by OHA based on the circumstances. Notice(s) provided hereunder shall be made by OHA via Administrative Notice.
  - f. This Sec. 3 applies to any change to the CCO Payment Rates made by a Contract amendment that has retroactive effect or that cannot be implemented before the next regularly scheduled date for Payment. If such change increases the CCO Payment owed by OHA to Contractor, then OHA will make a Payment to Contractor, by one-time adjustment to a future regularly scheduled Capitation Payment or by separate Payment. If such change decreases the CCO Payment owed by OHA to Contractor, then any amount paid to Contractor in excess of the decreased amount will be subject to recovery under Para b above of this Sec. 3, Ex. C and Sec. 7, Ex. D and any other applicable provisions of this Contract governing Overpayments.

#### **4. Timing of CCO Payments**

- a. The date on which OHA will process CCO Payments for Contractor’s Members depends on whether the Enrollment occurred during a weekly or monthly Enrollment cycle. OHA will provide

a schedule of Enrollment end of month deadlines for each month of the Contract period. On months where the first of the month falls on a Friday, Saturday or Sunday, CCO Payments will be made available to Contractor no later than the eleventh (11<sup>th</sup>) day of the month to which such payments are applicable.

- (1) Weekly Enrollment: For Clients enrolled with Contractor during a weekly Enrollment cycle, CCO Payments will be made available to Contractor no later than two weeks following the date of Enrollment, except for those occurrences each year when the weekly and monthly Enrollment start date are the same day.
  - (2) Monthly Enrollment: For Clients enrolled with Contractor during a monthly Enrollment cycle, CCO Payments will be made available to Contractor by the tenth (10<sup>th</sup>) day of the month to which such Payments are applicable, except for those occurrences each year when the weekly and monthly CCO Payments coincide with each other.
- b. Both sets of Payments described in Para. a. of this Sec. 4 will appear in the weekly/monthly 820 Group Premium Payment (Capitation) Transaction and in the weekly 835 Payment/Remittance Advice Transaction. To assist Contractor with Enrollment and CCO Payment/Remittance Advice reconciliation, OHA will include in the weekly/monthly 820 Group Premium Payment (Capitation) Transaction the original adjustment amount and the paid amount for each of Contractor's Members. The inclusion of this information does not ensure that the two transaction files will balance. If Contractor believes that there are any errors in the Enrollment information, Contractor shall provide OHA's Contract Administrator with Administrative Notice of such errors. Contractor may request an adjustment to the Remittance Advice no later than eighteen (18) months from the affected Enrollment period.
  - c. OHA will make retroactive CCO Payments to Contractor for any Member(s) erroneously omitted from the Enrollment transaction files. Such payments will be made to Contractor once OHA processes the correction(s).
  - d. OHA will make retroactive CCO Payments to Contractor for newborn Members. Such Payments will be made to Contractor by the tenth (10<sup>th</sup>) day of the month after OHA adds the newborn(s).
  - e. Services that are not Covered Services provided to a Member or for any health care services provided to Fee-for-Service Clients are not entitled to be paid as CCO Payments. Fee-for-service claims for Payment must be billed directly to OHA by Contractor, its Subcontractors, or its Participating Providers, all of which must be enrolled with OHA in order to receive Payment. Billing and Payment of all Fee-for-Service claims shall be pursuant to and under OAR Chapter 410, Division 120.

## 5. Settlement of Accounts

- a. If a Member is Disenrolled, any CCO Payments received by Contractor for the period for which the Member was Disenrolled will be considered an Overpayment and will be recouped by OHA under Para. f. below of this Sec. 5, Ex. C.
- b. OHA will have no obligation to make any Payments to Contractor for any period(s) during which Contractor is in breach of this Contract or the Medicaid Contract, to the extent that Sanctions imposed under this Contract or the Medicaid Contract include suspending or withholding Payments.
- c. If Contractor requests, or is required by OHA, to adjust the Service Area or Enrollment limit or to transfer or reassign Members due to loss of Provider capacity or for other reasons, the Parties will execute an amendment modifying the applicable provisions of the Contract. If Payments made

starting on the effective date of the reduction of the Service Area or Enrollment limit exceed the amount of Payments to which Contractor was entitled under the amendment, OHA will have the right to recover any such Overpayments.

- d.** Any Payments received by Contractor from OHA under this Contract, and any other payments received by Contractor from OHA pursuant to any other contract or agreement between Contractor and OHA, including the Medicaid Contract, or pursuant to any other circumstances that result in a claim by OHA for the recovery of amounts previously paid to Contractor by OHA, or Contractor received funds from any other source, to which Contractor is not entitled under the terms of this Contract, such payments or funds received shall be deemed an Overpayment and OHA will have the right to recover such Overpayment from Contractor in accordance with Sec. 7, Ex. D of this Contract. OHA shall ensure that recovery of Overpayments do not have a material, adverse effect on Contractor’s ability to maintain its required, minimum amount of risk-based capital.
- e.** OHA has the right to recover Sanctions imposed in the form of civil money penalties imposed under Ex. B, Part 9 of this Contract by Recouping such amounts in accordance with Ex. B, Part 9 or Sec. 7 of Ex. D to this Contract.
- f.** Any Overpayment or recovery amount imposed under Ex. B, Part 9 or Ex. C of this Contract may be recovered by Recoupment from any future payments to which Contractor would otherwise be entitled from OHA (e.g., setoff from amounts that may be owing to Contractor), without limitation or waiver of any legal rights. OHA will have the right to withhold payments to Contractor for amounts in dispute and shall not be charged interest on any payments so withheld.
- g.** OHA will Recoup from Contractor Payments made to Contractor or amounts paid to Providers for sterilizations and hysterectomies performed where Contractor failed to meet the requirements of Ex. B, Part 2, Sec. 6, Para. c. of this Contract. The Recoupment amount will be calculated as follows:

  - (1)** Contractor shall, within sixty (60) days of a request from OHA, provide OHA with a list of all Members who received sterilizations or hysterectomies, from Contractor or its Subcontractors during the Contract period and copies of the informed consent forms or certifications. OHA will have the right to review the Medical Records of these individuals selected by OHA for purposes of determining whether Contractor complied with OAR 410-130-0580.
  - (2)** By review of the informed consent forms, certifications, and other relevant Medical Records of Members, OHA will determine for the Contract period at issue the number of sterilizations and hysterectomies provided or authorized by Contractor or its Subcontractors that did not meet the requirements of Ex. B, Part 2, Sec. 6, Para. c of this Contract.
  - (3)** Sterilizations and hysterectomies that Contractor denied for payment shall not be included in the Recoupment calculation, however, they must be reported in the submission. The report of these sterilizations and hysterectomies must be accompanied by a signed statement certifying that Contractor did not make payment for the surgery or any services, which are specifically related to the procedure.
  - (4)** The number of vasectomy, tubal ligation, and hysterectomy procedures that do not meet the documentation requirements of Ex. B, Part 2, Sec. 6, Para. c of this Contract, shall be multiplied by the assigned “value of service.”

- (5) “Value of service” for vasectomy, tubal ligation, and hysterectomy means the OHP amount calculated by OHA’s internal actuarial unit for each category of service using the Encounter Data.
- (6) The results of Sub.Para (4) of this Para. g, Sec. 5, Ex. C will be totaled to determine the amount of Overpayment made to Contractor for hysterectomies and sterilizations subject to recovery pursuant to Sec. 7, Ex. D, this Contract.
- (7) The final results of the review and recovery calculation will be provided to Contractor’s Contract Administrator, via Administrative Notice, in a timely manner within ninety (90) days of OHA determination of amounts owed and recovery shall be made in accordance with Sec. 7, Ex. D of this Contract.

## 6. CCO Risk Corridor

Contractor shall comply with the requirements for administration of the Risk Corridor established in this Sec. 6. The CCO Risk Corridor utilizes specific percentages above and below a target amount, establishing “bands” of risk, which define how Contractor and OHA will settle expenses of HOP Members who received Covered Services under this Contract.

### a. HOP Risk Corridor Definitions

- (1) “**HOP Risk Corridor Period**” means January 1, 2024, through December 31, 2024.
- (2) “**HOP Expense**” means priced encounters offset by reinsurance recoveries and drug rebates, along with other OHA-approved costs or adjustments reflected in Contractor’s completed HOP Settlement Calculation Form, for Covered Services for HOP Members for dates of service during the HOP Risk Corridor Period. For purposes of calculating HOP Expense, Contractor may not claim payment to any Provider for a service provided to a HOP Member under this Contract in an amount greater than the same Provider would be paid by Contractor for the same service if provided to a Member under Contractor’s Medicaid Contract.
- (3) “**HOP Revenue**” means the amount paid to Contractor by OHA for HOP Members in Capitation Payments and case rate payments for dates of service during the HOP Risk Corridor Period, excluding the administrative component of the rates and any managed care tax.
- (4) “**HOP Administrative Allowance**” means the administrative component of Capitation Payments and case rate payments made to Contractor by OHA for HOP Members for dates of service during the HOP Risk Corridor Period.
- (5) “**HOP Service Target**” means the service target printed on capitation and case rate sheets for member months covered by Contractor for HOP Members for dates of service during the HOP Risk Corridor Period.
- (6) “**HOP Settlement Calculation Form**” means the form provided to Contractor by OHA for calculating the HOP settlement covering the HOP Risk Corridor Period.

**b. HOP Risk Corridor Settlement Process.** The process for calculating and settling the HOP Risk Corridor for Covered Services rendered during the HOP Risk Corridor Period is as follows:

- (1) HOP Settlements
  - (a) No later than April 25, 2025, Contractor shall submit Encounter Data to OHA for Covered Services provided to HOP Members for dates of service during the HOP Risk Corridor Period. Contractor is responsible for ensuring that encounter claims

data are received and successfully processed by OHA prior to the submission deadline.

- (b) Following receipt of Encounter Data, OHA shall provide the HOP Settlement Calculation Form to Contractor.
  - i. In preparing the HOP Settlement Calculation Form, OHA will reprice Encounter Data claims that have no paid amounts using methods OHA publishes when it provides the HOP Settlement Calculation Form to Contractor.
  - ii. OHA will use HOP Member enrollment data multiplied by the base services rate component of HOP capitation and case rates for each Category of Aid (COA) to calculate the HOP Revenue.
  - iii. OHA will use HOP Member enrollment data multiplied by the administrative allowance component of HOP capitation and case rates for each COA to calculate the HOP Administrative Allowance.
  - iv. OHA will use HOP enrollment data multiplied by the service target stated on the HOP capitation and case rate sheets for each COA to calculate the HOP Service Target.
- (c) Contractor shall review and reply to the HOP Settlement Calculation Form provided by OHA within forty-five (45) days of receipt. Contractor's reply shall include OHA-requested cost information such as incurred but not reported costs, and other Member service expenses.
- (d) OHA will review Contractor's response to the settlement calculation within forty-five (45) days of the due date for Contractor's response. The outcome of OHA's review will be to accept, modify, or request further information on Contractor's calculation of HOP Expense, and to indicate the amount of the HOP Risk Corridor Payment.
- (e) If Contractor does not agree with OHA's settlement calculation, Contractor may, by notice delivered by email to OHA's Contract Administrator within ten (10) Business Days of OHA's delivery to Contractor of OHA's settlement calculation, seek Administrative Review of Contractor's settlement calculation.

## (2) HOP Risk Corridor Payments

- (a) The outcome of the settlement calculation process will be used to determine whether OHA owes a payment to Contractor or Contractor owes a payment to OHA. The following payments will be made after the HOP Revenue, HOP Administrative Allowance, HOP Service Target, and HOP Expenses have been determined for the HOP Risk Corridor Period.
- (b) Contractor will receive a payment from OHA or owe a payment to OHA in the following amounts under the following circumstances:
  - i. To the extent that Contractor's HOP Expenses for the HOP Risk Corridor Period are less than eighty-five percent (85%) of the HOP Service Target, Contractor will pay OHA a prorated portion of fifty percent (50%) of the HOP Administrative Allowance as calculated in the HOP Settlement Calculation Form; and in addition,



- ii. When Contractor’s HOP Expenses for the HOP Risk Corridor Period are less than one hundred percent (100%) of the HOP Service Target, OHA will pay Contractor an amount equal to one hundred percent (100%) of the excess of HOP Expenses over HOP Revenue, or Contractor shall owe OHA an amount equal to one hundred percent (100%) of the excess of HOP Revenue over HOP Expenses; or
- iii. When Contractor’s HOP Expenses for the HOP Risk Corridor Period are between one hundred percent (100%) and one hundred twenty percent (120%) of the HOP Service Target, OHA will pay Contractor an amount equal to one hundred percent (100%) of the excess of HOP Service Target over HOP Revenue, plus an amount equal to seventy-five (75%) of the HOP Expenses between one hundred percent (100%) and one hundred twenty percent (120%) of the HOP Service Target; or
- iv. When Contractor’s HOP Expenses for the HOP Risk Corridor Period exceed one hundred twenty percent (120%) of the HOP Service Target, OHA will pay Contractor an amount equal to one hundred percent (100%) of the excess of HOP Service Target over HOP Revenue, plus an amount equal to seventy-five percent (75%) of the HOP Expenses between one hundred percent (100%) and one hundred twenty percent (120%) of the HOP Service Target, plus one hundred percent (100%) percent of the excess of HOP Expenses over one hundred twenty percent (120%) of the HOP Service Target.

- (c) If Contractor owes a payment to OHA, then OHA will confer with Contractor about the method and timing of the payment or charge, which may include adjusting future payments to Contractor.

**7. Global Payment Rate Methodology**

OHA has developed actuarially set Adjusted Per Capita Costs (Capitation Rates) to reimburse plans for providing the Covered Services. A full description of the methodology used to calculate per capita costs may be found in the OHA document “Healthier Oregon Program (HOP) 2024 Actuarial Certification - State-Funded.” The Actuarial Report is available at <https://www.oregon.gov/oha/HPA/ANALYTICS/Pages/OHP-Rates.aspx>. The Actuarial Report is not part of this Contract, and except where specifically referred to herein, may not be used in the interpretation or construction of this Contract.

**8. Administrative Performance Penalty**

With implementation of the Administrative Performance (AP) Standard, OHA utilizes an AP Penalty methodology in accordance with Ex. B, Part 8, Sec. 12.

**9. [RESERVED]**

**10. [RESERVED]**

*[Remainder of page intentionally left blank]*

**Exhibit C – Consideration – Attachment 1 – CCO Payment Rates**

This Attachment 1 includes all CCO rate types. The following table reflects which rate types apply to this Contract.

For the period of January 1, 2024, through December 31, 2024, the following rates apply:

<b>Rate Type</b>
Plan Type CCOA – All Services
Plan Type CCOB – Physical Health and Behavioral Health Services
Plan Type CCOE – Behavioral Health Services Only
Plan Type CCOF – Dental Services Only
Plan Type CCOG – Behavioral Health and Dental Services Only

*(CCO Payment Rate documents specific to Contractor are set forth in Attachment 1 to Exhibit C, attached at the end of this Contract)*

*[Remainder of page intentionally left blank]*

## Exhibit D – Standard Terms and Conditions

### 1. Governing Law, Consent to Jurisdiction

This Contract shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding collectively, the “Claim”) between OHA or any other agency or department of the State of Oregon, or both, and Contractor that arises from or relates to this Contract shall be brought and conducted solely and exclusively within the Circuit Court of Marion County or of Multnomah County for the State of Oregon; provided, however, (a) if federal jurisdiction exists then OHA may remove the Claim to federal court, and (b) if a Claim must be brought in or is removed to a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of the jurisdiction of any court or of any form of defense to or immunity from any Claim whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise. **CONTRACTOR, BY EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.**

### 2. Compliance with Applicable Law

- a. Contractor shall comply and cause all Subcontractors to comply with all State and local laws, regulations, executive orders and ordinances applicable to this Contract or to the performance of Work as they may be adopted, amended or repealed from time to time, including but not limited to the following: (i) ORS 659A.142; (ii) OHA rules pertaining to the provision of integrated and coordinated care and services, OAR Chapter 410, Division 141; (iii) all other OHA Rules in OAR Chapter 410; (iv) rules in OAR Chapter 309, Divisions 012, 014, 015, 018, 019, 022, 032 and 040, pertaining to the provisions of Behavioral Health services; (v) rules in OAR Chapter 415 pertaining to the provision of Substance Use Disorders services; (vi) state law establishing requirements for Declaration for Mental Health Treatment in ORS 127.700 through 127.737; and (vii) all other applicable requirements of State civil rights and rehabilitation statutes, rules and regulations. These laws, regulations, executive orders and ordinances are incorporated by reference herein to the extent that they are applicable to this Contract and required by law to be so incorporated. OHA’s performance under this Contract is conditioned upon Contractor's compliance with the provisions of ORS 279B.220, ORS 279B.225, 279B.230, 279B.235 and 279B.270, which are incorporated by reference herein. Contractor shall, to the maximum extent economically feasible in the performance of this Contract, use recycled paper (as defined in ORS 279A.010(1)(gg)), recycled PETE products (as defined in ORS 279A.010(1)(hh)), and other recycled products (as "recycled product" is defined in ORS 279A.010(1)(ii)).
- b. In compliance with the Americans with Disabilities Act, any written material that is generated and provided by Contractor under this Contract to Clients or Members, including Potential Members, shall, at the request of such Clients or Members, be reproduced in alternate formats of communication, to include Braille, large print, audiotape, oral presentation, and electronic format. OHA shall not reimburse Contractor for costs incurred in complying with this provision. Contractor shall cause all Subcontractors under this Contract to comply with the requirements of this provision.
- c. Contractor shall comply with all federal laws applicable to Contractor's performance under this Contract as they may be adopted, amended or repealed from time to time.

### **3. Independent Contractor**

- a.** Contractor is not an officer, employee, or Agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.
- b.** If Contractor is currently performing work for the State of Oregon or the federal government, Contractor by signature to this Contract, represents and warrants that Contractor's Work to be performed under this Contract creates no potential or actual conflict of interest as defined by ORS Chapter 244 and that no statutes, rules or regulations of the State of Oregon or federal agency for which Contractor currently performs work would prohibit Contractor's Work under this Contract. If compensation under this Contract is to be charged against federal funds, Contractor certifies that it is not currently employed by the federal government.
- c.** Contractor is responsible for all federal and State taxes applicable to compensation paid to Contractor under this Contract and, unless Contractor is subject to backup withholding, OHA will not withhold from such compensation any amounts to cover Contractor's federal or State tax obligations. Contractor is not eligible for any social security, unemployment insurance or workers' compensation benefits from compensation paid to Contractor under this Contract, except as a self-employed individual.
- d.** Contractor shall perform all Work as an Independent Contractor. OHA reserves the right (i) to determine and modify the delivery schedule for the Work and (ii) to evaluate the quality of the Work Product; however, OHA may not and will not Control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the Work.

### **4. Representations and Warranties**

- a.** Contractor represents and warrants to OHA that:
  - (1)** Contractor has the power and authority to enter into and perform this Contract;
  - (2)** This Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms;
  - (3)** Contractor has the skill and knowledge possessed by well-informed members of its industry, trade or profession and Contractor will apply that skill and knowledge with care and diligence to perform the Work in a professional manner and in accordance with standards prevalent in Contractor's industry, trade, or profession;
  - (4)** Contractor shall, at all times during the Term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work; and
  - (5)** Contractor prepared its Application related to this Contract, if any, independently from all other Contractors, and without collusion, Fraud, or other dishonesty.
- b.** The warranties set forth in this Section are in addition to, and not in lieu of, any other warranties provided.

### **5. Correction of Deficient Documents**

For all reports, policies and procedures, handbooks, materials, and any other documents required to be provided to OHA or other state agency under this Contract for review and approval (for this Sec. 5, Ex. D only, the "Document(s)"), Contractor shall, unless expressly provided otherwise in this Contract, follow the process set forth below in this Sec. 5, Ex. D to resolve any disagreements in those instances when OHA disapproves of a Document:

- a. Upon determining a Document submitted by Contractor has failed to comply with the standards for approval of such Document, OHA will provide Contractor's Contract Administrator with Administrative Notice of such and identify: (i) the steps Contractor shall take to remedy the deficiencies in the applicable Document, (ii) if not expressly stated otherwise in this Contract, the deadline for submitting the revised Document, and (iii) the means by which such revised Document shall be resubmitted for review and approval;
- b. Upon receipt of OHA's Administrative Notice in that a Document has not been approved by OHA, Contractor shall remedy the Document as directed by OHA;
- c. In the event Contractor fails to comply with OHA's directive to remedy the Document as directed by OHA, or upon resubmission to OHA for re-review and approval OHA again determines the Document fails meet the requirements set forth in this Contract, OHA will have to right to exercise all of its rights and remedies under Ex. B, Part 9.

## 6. Funds Available and Authorized; Payments

- a. Contractor shall not be compensated for Work performed under this Contract by any other agency or department of the State of Oregon or the federal government. OHA certifies that it has sufficient funds currently authorized for expenditure to finance costs of this Contract within OHA's current biennial appropriation or limitation. Contractor understands and agrees that OHA's Payment for Work performed is contingent on OHA receiving appropriations, limitations, allotments, or other expenditure authority sufficient to allow OHA, in the exercise of its reasonable discretion, to continue to make payments under this Contract.
- b. Payments under this Contract will be made by Electronic Funds Transfer unless otherwise mutually agreed. Upon request, Contractor shall provide its taxpayer identification number and other necessary banking information to receive EFT Payment. Contractor shall maintain at its own expense a single financial institution or authorized payment agent capable of receiving and processing EFT using the Automated Clearing House (ACH) transfer method. The most current designation and EFT information will be used for all Payments under this Contract. Contractor shall provide this designation and information on a form provided by OHA. In the event that EFT information changes or Contractor elects to designate a different financial institution for the receipt of any Payment made using EFT procedures, Contractor shall provide the changed information or designation to OHA on an OHA-approved form. OHA is not required to make any Payment under this Contract until receipt of the correct EFT designation and Payment information from Contractor.

## 7. Recovery of Overpayments or Other Amounts Owed by Contractor

- a. **IF PAYMENTS UNDER THIS CONTRACT, OR UNDER ANY OTHER CONTRACT BETWEEN CONTRACTOR AND OHA, INCLUDING THE MEDICAID CONTRACT, RESULT IN PAYMENTS TO CONTRACTOR TO WHICH CONTRACTOR IS NOT ENTITLED (I.E., OVERPAYMENT) OR IN THE EVENT CONTRACTOR FAILS TO TIMELY PAY SUMS OWING TO OHA (E.G., CIVIL MONETARY PENALTIES), OHA SHALL HAVE THE RIGHT TO PURSUE A RECOVERY, FOLLOWING THE ADMINISTRATIVE PROCEDURES SET FORTH BELOW IN PARAGRAPH b OF THIS SEC. 7. FOLLOWING EXHAUSTION OF THE ADMINISTRATIVE PROCEDURES SET FORTH BELOW IN PARAGRAPH b OF THIS SEC. 7, CONTRACTOR HEREBY REASSIGNS TO OHA ANY RIGHT CONTRACTOR MAY HAVE TO RECEIVE SUCH PAYMENTS. OHA RESERVES ITS RIGHT TO PURSUE ANY OR ALL OF THE REMEDIES AVAILABLE TO IT UNDER THIS CONTRACT AND AT LAW OR IN EQUITY INCLUDING OHA'S RIGHT TO SETOFF UNDER THIS CONTRACT, THE MEDICAID CONTRACT (BUT ANY SUCH FUNDS SUBJECT TO SET-OFF UNDER THE MEDICAID CONTRACT FOR AMOUNTS OWING UNDER THIS CONTRACT SHALL NOT BE SET-OFF BY FEDERAL FUNDS RECEIVED**

BY OHA), ANY OTHER CONTRACT ENTERED INTO BY AND BETWEEN OHA AND CONTRACTOR, OR ANY OTHER CIVIL REMEDY.

- b. OHA WILL PROVIDE CONTRACTOR WITH PRIOR WRITTEN LEGAL NOTICE OF ANY PAYMENTS MADE TO WHICH CONTRACTOR WAS NOT ENTITLED (I.E., OVERPAYMENT MADE UNDER THIS CONTRACT OR ANY OTHER CONTRACT BETWEEN CONTRACTOR AND OHA AS SET FORTH IN EX. C, SEC. 5, PARAGRAPH d, AND WHETHER DISCOVERED BY OHA AS A RESULT OF AN AUDIT, OR OTHERWISE) AND WHICH OHA IS ENTITLED TO RECOVER. IN THE EVENT CONTRACTOR BELIEVES CONTRACTOR WAS RIGHTFULLY ENTITLED TO ALL OR PART OF SUCH PAYMENTS, CONTRACTOR MAY APPEAL THE RECOVERY. IN ORDER TO APPEAL OHA'S INTENDED RECOVERY, CONTRACTOR SHALL FILE WITH OHA AS SPECIFIED IN THE LEGAL NOTICE A WRITTEN OBJECTION WITHIN FOURTEEN (14) DAYS FROM THE RECEIPT OF SUCH AN APPEAL AND SETTING FORTH WITH SPECIFICITY THE GROUNDS FOR APPEAL. ANY APPEAL SHALL BE CONDUCTED AS AN ADMINISTRATIVE REVIEW. IN SUCH ADMINISTRATIVE REVIEW, THE PARTIES AGREE TO CONFER IN GOOD FAITH REGARDING THE NATURE AND AMOUNT OF THE OVERPAYMENT OR OTHER SUM IN DISPUTE AND THE MANNER IN WHICH THE OVERPAYMENT OR OTHER SUM IS TO BE REPAYED. THE ADMINISTRATIVE REVIEW PROCESS WILL BE CONDUCTED IN THE MANNER DESCRIBED IN OAR 410-120-1580(4)-(6). CONTRACTOR UNDERSTANDS AND AGREES THAT ADMINISTRATIVE REVIEW IS THE SOLE AVENUE FOR REVIEW OF RECOVERIES. THE DECISION ON ADMINISTRATIVE REVIEW SHALL RESULT IN A FINAL RECOVERY AMOUNT IF AN APPEAL WAS TIMELY FILED.

## 8. Indemnity

- a. **GENERAL INDEMNITY.** CONTRACTOR SHALL DEFEND, SAVE, HOLD HARMLESS, AND INDEMNIFY THE STATE OF OREGON AND OHA AND THEIR OFFICERS, EMPLOYEES, SUBCONTRACTORS, AGENTS, INSURERS, AND ATTORNEYS FROM AND AGAINST ALL OF THE FOLLOWING (HERE, "INDEMNIFIABLE EVENTS"): ALL CLAIMS, SUITS, ACTIONS, LOSSES, DAMAGES, LIABILITIES, SETTLEMENTS, COSTS AND EXPENSES OF ANY NATURE WHATSOEVER (INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES AT TRIAL, AT MEDIATION, ON APPEAL, AND IN CONNECTION WITH ANY PETITION FOR REVIEW) RESULTING FROM, ARISING OUT OF, OR RELATING TO THE ACTIVITIES OF CONTRACTOR OR ITS OFFICERS, EMPLOYEES, SUBCONTRACTORS, AGENTS, INSURERS, AND ATTORNEYS (OR ANY COMBINATION OF THEM) UNDER THIS CONTRACT. INDEMNIFIABLE EVENTS INCLUDE, WITHOUT LIMITATION, (i) UNAUTHORIZED DISCLOSURE OF CONFIDENTIAL RECORDS OR PROTECTED INFORMATION, INCLUDING WITHOUT LIMITATION RECORDS AND INFORMATION PROTECTED BY HIPAA OR 42 CFR PART 2, (ii) ANY BREACH OF SEC. 6, EX. E, (iii) IMPERMISSIBLE DENIAL OF COVERED SERVICES, (iv) FAILURE TO COMPLY WITH ANY REPORTING OBLIGATIONS UNDER THIS CONTRACT, (v) FAILURE TO ENFORCE ANY OBLIGATION OF A SUBCONTRACTOR, AND (vi) SUBCONTRACTING PRECLUDED UNDER THIS CONTRACT.
- b. **CONTROL OF DEFENSE AND SETTLEMENT.** CONTRACTOR SHALL HAVE CONTROL OF THE DEFENSE AND SETTLEMENT OF ANY CLAIM THAT IS SUBJECT TO THIS PARA. a. ABOVE OF THIS SEC. 8, EX. D; HOWEVER, NEITHER CONTRACTOR NOR ANY ATTORNEY ENGAGED BY CONTRACTOR, SHALL DEFEND THE CLAIM IN THE NAME OF THE STATE OF OREGON OR ANY AGENCY OF THE STATE OF OREGON, NOR PURPORT TO ACT AS LEGAL REPRESENTATIVE OF THE STATE OF OREGON OR ANY OF ITS AGENCIES, WITHOUT FIRST RECEIVING PRIOR WRITTEN APPROVAL FROM THE ATTORNEY GENERAL, TO ACT AS LEGAL COUNSEL FOR THE STATE OF OREGON; NOR SHALL CONTRACTOR SETTLE ANY CLAIM ON BEHALF OF THE STATE OF OREGON WITHOUT THE PRIOR WRITTEN APPROVAL OF THE ATTORNEY GENERAL. THE STATE OF OREGON MAY, AT ITS ELECTION ASSUME ITS OWN DEFENSE AND SETTLEMENT IN THE EVENT THE

**STATE OF OREGON DETERMINES THAT CONTRACTOR IS PROHIBITED FROM DEFENDING THE STATE OF OREGON OR IS NOT ADEQUATELY DEFENDING THE STATE OF OREGON'S INTERESTS. THE STATE OF OREGON MAY, AT ITS OWN ELECTION AND EXPENSE ASSUME ITS OWN DEFENSE AND SETTLEMENT IN THE EVENT THE STATE OF OREGON DETERMINES THAT AN IMPORTANT GOVERNMENTAL PRINCIPLE IS AT ISSUE.**

- c. TO THE EXTENT PERMITTED BY ARTICLE XI, SECTION 7 OF THE OREGON CONSTITUTION AND BY OREGON TORT CLAIMS ACT, THE STATE OF OREGON SHALL INDEMNIFY, WITHIN THE LIMITS OF THE TORT CLAIMS ACT, CONTRACTOR AGAINST LIABILITY FOR DAMAGE TO LIFE OR PROPERTY ARISING FROM THE STATE'S ACTIVITY UNDER THIS CONTRACT, PROVIDED THE STATE SHALL NOT BE REQUIRED TO INDEMNIFY CONTRACTOR FOR ANY SUCH LIABILITY ARISING OUT OF THE NEGLIGENT, WILLFUL, OR INTENTIONAL MISCONDUCT OF CONTRACTOR'S EMPLOYEES, SUBCONTRACTORS, OR AGENTS.**
- d. WITHOUT LIMITING ANY OTHER PROVISION IN THIS CONTRACT, IN NO EVENT SHALL OHA BE LIABLE FOR: (i) PAYMENT FOR CONTRACTOR'S OR SUBCONTRACTOR'S DEBTS OR LIABILITIES REGARDLESS OF WHETHER SUCH LIABILITIES ARISE OUT OF SUCH PARTIES' INSOLVENCY OR BANKRUPTCY, (ii) COVERED SERVICES AUTHORIZED OR REQUIRED TO BE PROVIDED BY CONTRACTOR UNDER THIS CONTRACT, REGARDLESS OF WHETHER SUCH COVERED SERVICES WERE PROVIDED OR PERFORMED BY CONTRACTOR, CONTRACTOR'S SUBCONTRACTOR, OR CONTRACTOR'S PARTICIPATING OR NON-PARTICIPATING PROVIDER, OR (iii) BOTH (i) AND (ii) OF THIS PARA. d, SEC. 8, EX. D.**
- e. THE OBLIGATIONS OF THIS SEC. 8 ARE NOT SUBJECT TO THE LIMITATION ON DAMAGES SET FORTH IN SEC. 12 BELOW OF THIS EX. D.**

## **9. Default; Remedies; and Termination**

- a. Default by Contractor.** Contractor shall be in default under this Contract if:
  - (1)** Contractor institutes or has instituted against it insolvency, receivership or bankruptcy proceedings, makes an assignment for the benefit of creditors, or ceases doing business on a regular basis; or
  - (2)** Contractor no longer holds a license or certificate that is required for Contractor to perform its obligations under this Contract and Contractor has not obtained such license or certificate within fourteen (14) days after receipt of OHA's Legal Notice or such longer period as OHA may specify in such Legal Notice; or
  - (3)** Contractor's fails to ensure that no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) occurs without sixty (60) days prior written notice from Contractor or its insurer(s), which shall be made to OHA via Administrative Notice to OHA's Contract Administrator; or
  - (4)** Contractor commits any breach of any covenant, warranty, obligation or agreement under this Contract, fails to perform the Work under this Contract within the time specified herein or any extension thereof, or so fails to pursue the Work as to endanger Contractor's performance under this Contract in accordance with its terms, and such breach or failure is not cured within fourteen (14) days after receipt of OHA's Notice, or such longer period as OHA may specify in such Notice; or
  - (5)** Contractor knowingly has a relationship with a Person described in Sub.Para. (6) below, concerning whom:

- (a) Any license or certificate required by law or regulation to be held by Contractor or Subcontractor to provide services required by this Contract is for any reason denied, revoked, or not renewed; or
    - (b) Is suspended, debarred, or otherwise excluded from participating in procurement activities under Federal Acquisition Regulation or from participating in non-procurement activities under regulations issued pursuant to Executive Order No. 12549 or under guidelines implementing such order; or
    - (c) Is suspended or terminated from the Medical Assistance Program or excluded from participation in the Medicare program; or
    - (d) Is convicted of a felony or misdemeanor related to a crime or violation of Title XVIII, XIX, or XX of the Social Security Act or related laws (or entered a plea of nolo contendere).
  - (6) The prohibited affiliations in Sub.Para. (5) above apply to a Person that:
    - (a) Is a director, officer, or partner of Contractor;
    - (b) Is a subcontractor of Contractor;
    - (c) Has beneficial ownership of 5 percent or more of Contractor’s equity; or
    - (d) Is a network provider or person with an employment, consulting, or other arrangement with Contractor for the provision of items and services that are significant and material to Contractor’s obligations under this Contract.
  - (7) If OHA determines that health or welfare of Members is in jeopardy if this Contract continues; or
  - (8) Contractor fails to enter into an amendment described in Sec. 21, Para. b below of this Ex. D, as necessary for the amendment to go into effect on its proposed effective date; or
  - (9) Contractor is in default under the Medicaid Contract; or
  - (10) Any notice of default by Contractor shall identify, with specificity, the term or terms of this Contract allegedly breached.
- b. OHA’s Remedies for Contractor’s Default.** In the event Contractor is in default under Sec. 9, Para. a, above of this Ex. D, OHA may, at its option, pursue any or all of the remedies available to it under this Contract and at law or in equity, including, but not limited to:
- (1) Termination of this Contract under Sec. 9, Para. e, Sub. Para. (2) below of this Ex. D. below;
  - (2) Withholding all monies due under this Contract or the Medicaid Contract for Work and Work Products that Contractor has failed to deliver within any scheduled completion dates or has performed inadequately or defectively;
  - (3) Sanctions, including civil monetary penalties if applicable, as permitted under Ex. B, Part 9 of this Contract. Contract. OHA shall have the right to set-off civil monetary penalties owing by Contractor under this Contract from CCO Payments owing by OHA to Contractor under this Contract or the Medicaid Contract;
  - (4) Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief; and



- (5) Recoupment or Withholding of Overpayments under Sec. 7 above of this Ex. D or Offset or both.

These remedies are cumulative to the extent the remedies are not inconsistent, and OHA may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.

**c. Default by OHA.** OHA will be in default under this Contract if:

- (1) OHA fails to pay Contractor any amount pursuant to the terms of this Contract, net of any Withholding or Recoupment for Overpayment or other Offset, and OHA fails to cure such failure within fifteen (15) days after receipt of Contractor's Legal Notice of such failure to pay or such longer period as Contractor may specify in such Legal Notice; or
- (2) OHA commits any breach of any covenant, warranty, or obligation under this Contract, and such breach or default is not cured within thirty (30) days after Contractor's Legal Notice or such longer period as Contractor may specify in such Legal Notice.

Any notice of default by Contractor shall identify, with specificity, the term or terms of this Contract allegedly breached.

**d. Contractor's Remedies for OHA's Default.** In the event OHA is in default under Sec. 9, Para. c. above of this Ex. D, Contractor's sole remedy shall be a claim for any unpaid amounts then due and owing from OHA to Contractor, as identified in Ex. C, net of any Recoupment for Overpayment or other Offset. Except as may be expressly permitted under Sec. 8. Para. c of this Ex. D, damages recoverable by Contractor under this Contract shall be limited as provided for in Sec. 12 below of this Ex. D. In no event shall OHA be liable to Contractor for any expenses Contractor incurs that arise out of or are related to termination of this Contract.

**e. Termination**

- (1) OHA's Right to Terminate at its Discretion. At its sole discretion and without liability to Contractor, OHA may terminate this Contract:
  - (a) Without cause upon ninety (90) days' prior written Legal Notice of termination by OHA to Contractor; or
  - (b) Upon receipt of written Legal Notice of termination or the effective date otherwise identified in such Legal Notice if OHA fails to receive funding, appropriations, limitations, allotments or other expenditure authority at levels sufficient to allow OHA, in the exercise of its discretion, to continue to make payments under this Contract; or
  - (c) Upon receipt of written Legal Notice of termination or the effective date otherwise identified in such Legal Notice, if federal or State laws, regulations, or guidelines are modified or interpreted in such a way that OHA's purchase or continued use of the Work or Work Products under this Contract is prohibited or OHA is prohibited from paying for such Work or Work products from the planned funding source; or
  - (d) Notwithstanding any claim Contractor may have under Sec. 16, "Force Majeure," upon receipt of written Legal Notice of termination to Contractor if OHA determines that continuation of the Contract poses a threat to the health, safety, or welfare of any CAK Member or any Medicaid eligible individual under Contractor's care.
- (2) OHA's Right to Terminate for Cause. In addition to any other rights and remedies OHA may have under this Contract, and subject to Sec. 9, Para. e, Sub. Para. (3) below of this

Ex. D, OHA will have the right, at its sole discretion and without liability to Contractor, to issue Legal Notice to Contractor that OHA is terminating this Contract upon the occurrence of any of the following events:

- (a) Contractor is in default under Sec. 9, Para. a, Sub. Para. (1) above of this Ex. D because Contractor has instituted or has had instituted against it insolvency, receivership or bankruptcy proceedings, makes an assignment for the benefit of creditors, or ceases doing business on a regular basis; or
  - (b) Contractor is in default under Sec. 9, Para. a, Sub. Para. (2) above of this Ex. D because Contractor no longer holds a license or certificate that is required for it to perform Work under the Contract and Contractor has not obtained such license or certificate; or
  - (c) Contractor is in default under Sec. 9, Para. a, Sub. Para. (4) above of this Ex. D because Contractor commits any breach of any covenant, warranty, obligation or agreement under this Contract, fails to perform the Work under this Contract within the time specified herein or any extension thereof, or so fails to pursue the Work as to endanger Contractor's performance under this Contract in accordance with its terms.
  - (d) Contractor has failed to carry out the substantive terms of its Contract or meet the applicable requirements of 1932, 1903(m) or 1905(t) of the Social Security Act.
- (3) Before Terminating this Contract under this Sec. 9, Para. e, Sub. Para (1) or Sub. Para. (2) above of this Ex. D, OHA will:
- (a) Provide Contractor an opportunity to request Administrative Review of the Legal Notice of termination or Legal Notice of OHA's intent to terminate pursuant to OAR 410-120-1560 and 410-120-1580. If no Administrative Review is requested or following the Administrative Review and any appeals thereof the Contract shall be terminated in accordance with the Legal Notice of termination. Where termination is based on failure to comply with a Corrective Action and Contractor has already had an Administrative Review on issues substantially similar to the basis for the proposed termination, such Administrative Review, subject to any appeal thereof, is deemed to satisfy any requirement for a pre-termination hearing; and
  - (b) After Administrative Review, give Contractor written Legal Notice, of the decision affirming or reversing the proposed termination of this Contract and, for an affirming decision, the effective date of the termination; and
  - (c) After a decision affirming termination, give Members notice of the termination and information on their options for receiving services following the effective date of the termination, consistent with 42 CFR § 438.10; and
  - (d) After OHA has provided Contractor with Legal Notice that it has terminated its Contract under Sec. 9, Para. e, Sub. Para. (1) or intends to terminate this Contract under Sub. Para. (2, above of this Ex. D, OHA must give the affected Members written notice of OHA's intent to terminate this Contract and allow affected Members to Disenroll immediately without cause.

- (4) Contractor’s Right to Terminate for Cause. Contractor may terminate this Contract for cause if OHA is in default under Sec. 9, Para. c above of this Ex. D and fails to cure such default within the time specified therein.
- (5) Contractor’s Right to Terminate at its Discretion.
  - (a) No later than one hundred and four (104) days prior to the end of a Contract Year, other than Contract Year six, at the end of which this Contract will expire, OHA will provide Contractor’s Contract Administrator with Administrative Notice of the proposed changes to the terms and conditions of this Contract that will be submitted by OHA to CMS for approval for the next Contract Year. At its sole discretion, Contractor may terminate this Contract without cause by written Legal Notice to OHA not later than ninety (90) days prior to the effective date of any Renewal Contract, for termination effective as of the Renewal effective date. A refusal by Contractor to enter into a Renewal Contract terminates this Contract, regardless of whether Contractor provided the Legal Notice described in this Sec. 9, Para. e, Sub. Para. (5) of this Ex. D.
  - (b) If the Oregon Legislature adopts budgetary changes that require OHA to alter the rates under this Contract, OHA will prepare and offer Contractor a required amendment to the rates (the “**Required Rate Amendment**”). No later than one hundred and four (104) days prior to the effective date of the Required Rate Amendment, OHA will provide Contractor’s Contract Administrator with Administrative Notice of the proposed changes to the. At its sole discretion, Contractor may terminate this Contract without cause by written Legal Notice to OHA not later than ninety (90) days prior to the effective date of the Required Rate Amendment, for termination effective as of the effective date of the Required Rate Amendment. A refusal by Contractor to enter into the Required Rate Amendment terminates this Contract, regardless of whether Contractor provided the Legal Notice described in this Sec. 9, Para. e, Sub. Para. (5) of this Ex. D and has the same effect as the failure to enter into a Renewal Contract.
- (6) Notwithstanding Contractor’s Legal Notice of termination or failure to enter into a Renewal Contract or the Required Rate Amendment under Sec. 9, Para. e, Sub. Para. (5) above of this Ex. D, OHA will have the right to require the Contract to remain in full force and effect and be amended as proposed by OHA until ninety (90) days after Contractor has, in accordance with the criteria prescribed by OHA, provided a Transition Plan in accordance with Sec. 10, Para. a below of this Ex. D.
- (7) OHA may waive compliance with the deadlines in Sub. Paras. (5) and (6) of this Sec. 9, Para. e, of this Ex. D if OHA finds that the waiver of the deadlines is consistent with the effective and efficient administration of the services provided under this Contract and the protection of Members. If Contractor does not execute a Renewal Contract (or the Required Rate Amendment) or intends to not Renew (or not enter into the Required Rate Amendment), but fails to provide Legal Notice of non-Renewal (or fails to enter into the 2024 Required Rate Amendment) to OHA ninety (90) days prior to the date of any Renewal Contract, OHA will have the right to extend this Contract for the period of time OHA considers necessary, in its sole discretion, to accomplish the termination planning described in this Sec. 9, Para. e, Sub. Para (6) of this Ex. D.
- (8) After receipt of Contractor’s Notification of intent not to Renew (or not to enter into the Required Rate Amendment), or upon an extension of this Contract as described in Sub.

Paras. (6) and (7) of this Sec. 9, Para. e above of this Ex. D, OHA will issue written Notice to Contractor specifying the effective date of termination, Contractor’s operational and reporting requirements, and timelines for submission of deliverables.

- (9) Mutual Termination. This Contract may be terminated immediately upon mutual written consent of the parties or at such other time as the parties may agree in the written consent.
- (10) Automatic Termination. This Contract will automatically be subject to termination under the condition described in Sec. 9, Para. a, Sub. Para. (7) and Para. e, Sub. Para. (6) above of this Ex. D (refusal to enter into an amended contract).
- (11) The party initiating the termination shall render written Legal Notice of termination to the other party and must specify the provision of this Contract giving the right to terminate, the circumstances giving rise to termination, and the date on which such termination is proposed to become effective.

**10. Effect of Legal Notice of Termination, Non-Renewal, or Failure to Renew: Transition Plan**

- a. After providing or receiving Legal Notice of termination, or, in the case of expiration under Sec. 1.2 of the General Provisions to this Contract, at least ninety (90) days before the Expiration Date of this Contract, Contractor shall commence performing all of the Close-Out Requirements and Runout Activities set forth in Secs. 10-11, Ex. D, and those set forth in OAR 410-141-3710, which includes Contractor drafting and providing to OHA, via Administrative Notice, with a Transition Plan. For purposes of clarity, any and all obligations required to be performed upon termination under this Sec. 10 of this Ex. D, shall also be required to be performed upon expiration. Contractor’s Transition Plan shall include without limitation:
  - (1) Detail how Contractor will fulfill its continuing obligations under this Contract, including, without limitation, operational and reporting requirements, submitting deliverables as required by OHA and OAR 410-141-3710;
  - (2) Identifying a Transition Coordinator (with contact information) as OHA’s single point of contact for all issues related to Contractor’s Transition Plan;
  - (3) A list identifying the prioritization of high-needs Members for Care Coordination and any other Members requiring high level coordination;
  - (4) How and when Contractor will notify its Members, Providers, and Subcontractors of the termination of this Contract:
    - (a) Contractor shall include in the notices sent to Members information relating to Continuity of Care and how Members will be transitioned from Contractor to a new CCO without any disruption to the provision of services;
- b. The Transition Plan is subject to review and approval by OHA for compliance with Secs. 10-11 of this Ex. D. OHA shall provide Contractor’s Transition Coordinator with notice of approval or disapproval via Administrative Notice. Contractor shall make revisions to the plan as necessary in order to obtain approval by OHA. Failure to provide to, and obtain from, OHA approval of a Transition Plan shall give OHA the right to extend the termination date by the amount of time necessary in order for both OHA to approve Contractor’s Transition Plan and for Contractor to carry out its obligations under such approved Transition Plan.
- c. During the Transition Period Contractor shall be required to provide to OHA status reports every thirty (30) days detailing Contractor’s progress in carrying out the Transition Plan. Contractor shall submit a final status Report that describes how Contractor has fulfilled all of its obligations under the Transition Plan including an explanation of how it will resolve any outstanding

responsibilities. During the Transition Period, Contractor shall, at a minimum, do all of the following:

- (1) Continue to perform all financial, management, and administrative services obligations including the maintenance of restricted reserves and insurance coverage for a period of no less than eighteen (18) months following the effective date of termination, or until the State provides Contractor with Legal Notice that all obligations have been fulfilled, whichever is earlier.
- (2) Maintain adequate staffing to perform all functions specified in Contract.
- (3) Promptly supply all information requested by OHA for reimbursement of any claims outstanding at the time of termination.
- (4) Promptly make available any signed Provider agreements requested by OHA.
- (5) Cooperate with OHA to arrange for orderly and timely transfer of Members from coverage under this Contract to coverage under new arrangements authorized by OHA. Such actions of cooperation shall include, but are not limited to Contractor:
  - (a) Forwarding of all records related to Members, including high-needs Care Coordination;
  - (b) Facilitating and scheduling of medically necessary arrangements or appointments for care and services, including arrangements or appointments with Contractor's network Providers for dates of service after the Contract termination date;
  - (c) Identifying chronically ill, high risk, hospitalized, and pregnant Members in their last four (4) weeks of pregnancy;
  - (d) Continuing to provide Care Coordination until appropriate transfer of care can be arranged for those Members in a course of treatment for which a change of Providers could be harmful;
- (6) Make available (including, as applicable, requiring its Providers and Subcontractors to make available) to OHA or another health plan to which OHA has assigned the Member, copies of medical, Behavioral Health, Oral Health, and managed Long Term Services and Supports records, patient files, and any other information necessary for the efficient care management of Members as determined by OHA. Such records shall be in a format or formats directed by OHA and shall be provided at no expense to OHA or the Member. Information required includes but is not limited to:
  - (a) Prior Authorizations approved, denied, or in process;
  - (b) Approved Health-Related Services;
  - (c) Program exceptions approved;
  - (d) Current hospitalizations;
  - (e) Information on Members in Treatment Plans/plans of care who will require Continuity of Care consideration;
  - (f) Any other information or records deemed necessary by OHA to facilitate the transition of care.
  - (g) Arrange for the retention, preservation, and availability of all Records under this Contract, including, but not limited to those Records related to Member Grievance and Appeal records, litigation, base data, financial reports, claims settlement information, as required by Contract, State and federal law.

## **11. Effect of Termination or Expiration: Other Rights and Obligations**

- a.** Expiration of this Contract is deemed to be a termination of this Contract, without regard to whether OHA and Contractor enter into a successor contract, except that:
- (1)** OHA need not furnish a Legal Notice or any other type of notice of termination for a termination by expiration;
  - (2)** If OHA offers Contractor a successor contract to be effective immediately upon expiration of this Contract, then OHA will provide Contractor with Legal Notice of the proposed terms and conditions of the Contract and within fourteen (14) days of receipt of the successor contract, Contractor shall provide OHA with Legal Notice if Contractor does not intend to enter the successor contract. Such Legal Notice will not relieve Contractor of any undertakings Contractor has provided to OHA in the procurement for the successor contract;
  - (3)** If OHA and Contractor enter into a successor contract that is effective immediately after expiration of this Contract, then OHA may waive those duties of Contractor relating to termination of this Contract that OHA deems unnecessary in view of the successor contract; and
  - (4)** Contractor shall perform the actions described in Sec. 10 of this Ex. D relating to Transition Plan and close-out activities, but only to the extent required by OHA in writing. Contractor shall provide a Transition Plan, to the extent required by OHA in writing, ninety (90) days before expiration of this Contract.
- b.** After the effective date of termination (or expiration as provided for in Para. a of this Sec. 11 of Ex. D) of the Contract, Contractor shall:
- (1)** Maintain compliance with all financial requirements set forth in this Contract, including but not limited to restricted reserves and insurance coverage, for, unless a longer period of time is expressly required elsewhere in this Contract, eighteen (18) months following the date of termination, or until OHA provides Contractor written release agreeing that all continuing obligations of this Contract have been fulfilled, whichever is earlier.
  - (2)** Maintain claims processing functions as necessary for a minimum of eighteen (18) months after the date of termination (or longer if it is likely there are additional claims outstanding) in order to complete adjudication of all claims and appeals.
  - (3)** Assist OHA with Grievances and Appeals for Dates of Service prior to the termination date.
  - (4)** Provide as required in Ex. L to this Contract the financial reporting deemed necessary by OHA, including but not limited to:
    - (a)** Quarterly and Audited Financial Statements up to the date specified by OHA; and
    - (b)** Details related to any existing third-party liability or personal injury lien cases, except to the extent Contractor transfers the cases to OHA's Third Party Liability or Personal Injury Lien units, as applicable.
- c.** Unless OHA provides Contractor with Legal or Administrative Notice that Contractor shall do otherwise, Contractor shall, during the Transition Period or during the ninety (90) day period preceding this Contract's Expiration Date, in order to ensure Members receive continuity of services, do all of the following:

- (1) Continue to provide services to Members for the period in which a CCO Payment has been made, including inpatient admissions up until discharge;
  - (2) Plan and carry out an orderly and reasonable transfer of Member care in progress, whether or not those Members are hospitalized;
  - (3) Continue to provide timely submission of information, reports and records, including Encounter Data, required to be provided to OHA during the Term of this Contract; and
  - (4) Continue to make timely payment of Valid Claims for services to Members for dates of service during the Term of this Contract.
- d. If Contractor continues to provide services to a Member after the date of termination, OHA is only authorized to pay for services subject to OHA rules on a Fee-for-Service basis even if the former Member is OHA eligible and not covered under any other OHA Contractor. If Contractor chooses to provide services to a former Member who is no longer OHP eligible, OHA shall have no responsibility to pay for such services.
- e. Upon termination, OHA will conduct an accounting of both CCO Payments paid or payable and Members enrolled during the month in which termination is effective. Payment will then be calculated and Paid to Contractor as follows:
- (1) Mid-Month termination: For a termination of this Contract that occurs during mid-month, the CCO Payments for that month shall be apportioned on a daily basis. Contractor shall be entitled to CCO Payments for the period of time prior to the date of termination and OHA shall be entitled to a refund for the balance of the month.
  - (2) Responsibility for CCO Payment/Claims: Contractor is responsible for any and all claims from Subcontractors or other Providers, including Emergency Service Providers, for Covered Services provided prior to the termination date.
  - (3) Notification of Outstanding OHA Claims: Contractor shall promptly provide OHA with Administrative Notice of any outstanding claims for which OHA may owe, or be liable for, a Fee-for-Service payment(s), which are known to Contractor at the time of termination or when such new claims incurred prior to termination are received. In connection with such Administrative Notice, Contractor shall supply OHA with all information necessary for reimbursement of such claims.
  - (4) Responsibility to Complete Contractual Obligations: Contractor is responsible for completing submission and corrections to Encounter Data for services received by Members during the period of this Contract. Contractor is responsible for Submitting financial and other reports required during the period of this Contract to OHA's Contract Administrator via Administrative Notice.
  - (5) Withholding: Regardless of the reason for termination of this Contract, in the event OHA has not approved Contractor's Transition Plan by sixty (60) days prior to the termination date, OHA will have the right to withhold 20% of Contractor's CCO Payment(s) for the last month this Contract remains in effect and such amount shall be held by OHA, until OHA has given written approval to Contractor's Transition Plan.
- f. After Contractor has satisfied all of its obligations under this Contract, including post-termination obligations and any obligations under any Transition Plan, Contractor shall submit to OHA a written request for release of restricted reserves, stating (under penalty of False Claims liability) that all Contractor's obligations under this Contract and any Transition Plan have been satisfied.

OHA will thereupon provide a written release of reserves, when OHA is satisfied that Contractor has satisfied all of its obligations under this Contract and any Transition Plan.

## **12. Limitation of Liabilities**

- a. SUBJECT TO PARA. b. BELOW OF THIS SEC. 12, EX. D, NEITHER PARTY SHALL BE LIABLE FOR LOST PROFITS, DAMAGES RELATED TO DIMINUTION IN VALUE, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES UNDER THIS CONTRACT.**
- b. NOTWITHSTANDING THE LIMITATIONS SET FORTH IN PARA. a ABOVE OF THIS SEC. 12, EX. D CONTRACTOR SHALL BE LIABLE FOR : (i) FOR CIVIL PENALTIES UNDER EX. B, PART 9 OF THE CONTRACT; (ii) FOR LIQUIDATED DAMAGES UNDER EX. B, PART 9 OF THE CONTRACT; (iii) UNDER THE OREGON FALSE CLAIMS ACT; (iv) FOR INDEMNIFIABLE EVENTS UNDER EX. D, SEC. 8 ABOVE; (v) CLAIMS ARISING OUT OF OR RELATED TO UNAUTHORIZED DISCLOSURE OF CONFIDENTIAL RECORDS OR INFORMATION OF MEMBERS (OR BOTH OF THEM), INCLUDING WITHOUT LIMITATION RECORDS OR INFORMATION PROTECTED BY HIPAA OR 42 CFR PART 2, (vi) OHA’S EXPENSES RELATED TO TERMINATION; OR (vii) DAMAGES SPECIFICALLY AUTHORIZED UNDER ANOTHER PROVISION OF THIS CONTRACT.**

## **13. Insurance**

Contractor shall, from the Contract Effective Date through the date of termination or Expiration Date of this Contract, maintain insurance as set forth in Ex. F, attached hereto.

## **14. Transparency: Public Posting of Contractor Reports**

- a. In accordance with the requirements set forth in ORS 414.593, all Reports required to be submitted by Contractor to OHA under this Contract will be made readily available to the public on OHA’s website. However, OHA will not make such Reports available to the Public until Contractor has redacted all Protected Information and had an opportunity to redact any Trade Secrets of Contractor or its Subcontractors (“Contractor Trade Secrets”), from such Reports. All Reports subject to posting on OHA’s website, or any other easily accessible website as may be directed by OHA, are identified in Exhibit D-Attachment 1. OHA shall provide Contractor with a Guidance Document about the redaction process, including information about the circumstances under which submission of a Redaction Log is required for a redacted Report.**
- b. After providing OHA with a Report in accordance with the applicable provision of this Contract, Contractor shall have twenty (20) Business Days to redact all Protected Information and, if desired, any Contractor Trade Secrets. Once such Report has been redacted, Contractor shall resubmit such Report to OHA, via Administrative Notice, to the same destination used to submit the initial, unredacted Report to OHA. Contractor shall include with its redacted Report the corresponding Redaction Log, as applicable. Contractor shall use the Redaction Log template located on the CCO Contract Forms Website.**
- c. If Contractor’s Redaction Log identifies one or more redactions that OHA determines does not meet the definition of Protected Information or Trade Secrets or both under this Contract, OHA will provide Contractor’s Contract Administrator with Administrative Notice of such determination identifying the redactions that do not constitute Protected Information. Within ten (10) days after receipt of such Administrative Notice, Contractor shall either resubmit a new Report with only those redactions, if any, identified by OHA in its Administrative Notice or contest such determination by following the process set forth in Sec. 5 of this Ex. D. Contractor may redact only Contractor Trade Secrets.**



- d. Contractor is responsible for ensuring that it submits, within the time period described in Para. b above of this Sec. 14, Ex. D a redacted copy of any of its Reports with all Protected Information and, as desired, any Contractor Trade Secrets redacted. Contractor’s redacted copy must obscure all Protected Information and such Trade Secrets so that OHA’s disclosure of the Report will not disclose Protected Information or Contractor Trade Secrets that Contractor desires to redact. If Contractor does not submit a redacted Report within the twenty (20) day period, OHA will have the right to assume the Report contains no Protected Information and no Contractor Trade Secrets that Contractor desires to redact and will post the unredacted Report as provided to OHA. If Contractor does submit a redacted Report within the twenty (20) day period, OHA shall have the right to assume Contractor’s redacted Report is complete and no additional redactions are required to be made prior to OHA posting such Report on the OHA website. OHA shall have no liability whatsoever to Contractor or any third party for any claims arising out of or related to Contractor’s failure to redact, in whole or in part, Protected Information or Trade Secrets from a Report.

**15. Access to Records and Facilities; Records Retention; Information Sharing**

- a. Contractor shall maintain, and require its Subcontractors and Participating Providers to maintain, all financial records relating to this Contract in accordance with best practices or National Association of Insurance Commissioners accounting standards. In addition, Contractor shall maintain any other Records in such a manner as to clearly document Contractor’s performance. Contractor acknowledges and agrees that OHA, the Oregon Secretary of State, the Oregon Department of Justice (DOJ) Medicaid Fraud Control Unit, and their duly authorized representatives shall have access to all Contractor, Participating Provider, and Subcontractor Records for the purpose of performing examinations and audits and make excerpts and transcripts, evaluating compliance with this Contract, and to evaluate the quality, appropriateness and timeliness of services. Contractor further acknowledges and agrees that the foregoing entities may, at any time, inspect the premises, physical facilities, computer systems, and any other equipment and facilities where activities or Work related to this Contract is conducted or equipment is used (or both conducted and used).
  - (1) The right to audit under this section exists for 10 years from, as applicable, the Expiration Date or the date of termination, or from the date of completion of any audit, whichever is later.
  - (2) Contractor shall, upon request and without charge, provide a suitable work area and copying capabilities to facilitate such a review or audit. This right also includes timely and reasonable access to Contractor’s personnel and Subcontractors for the purpose of interview and discussion related to such documents. The rights of access in this section are not limited to the required retention period, but shall last as long as the Records are retained.
- b. Contractor shall retain and keep accessible all Records for the longer of ten years or:
  - (1) The retention period specified in this Contract for certain kinds of Records;
  - (2) The period as may be required by Applicable Law, including the records retention schedules set forth in OAR Chapters 410 and 166; or
  - (3) Until the conclusion of any audit, controversy or litigation arising out of or related to this Contract.
- c. In accordance with OAR 410-141-5080, OHA has the right to provide the Oregon Department of Consumer and Business Services with information reported to OHA by Contractor provided that

OHA and DCBS have entered into information sharing agreements that govern the disclosure of such information.

## **16. Force Majeure**

- a.** Neither OHA nor Contractor shall be held responsible for delay or default caused by riots, acts of God, power outage, fire, civil unrest, labor unrest, government fiat, terrorist acts, other acts of political sabotage or war, earthquake, tsunami, flood, or other similar natural disaster which is beyond the reasonable control of OHA or Contractor, respectively. Each party shall, however, make all reasonable efforts to remove or eliminate such cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Contract. OHA may terminate this Contract upon written Legal Notice to Contractor after determining, in OHA's reasonable discretion, that the delay or default will likely prevent successful performance of this Contract.
- b.** If the rendering of services or benefits under this Contract is delayed or made impractical due to any of the circumstances listed in Para. a, Sec. 16 above, of this Ex. D, care may be deferred until after resolution of those circumstances except in the following situations:
  - (1)** Care is needed for Emergency Services;
  - (2)** Care is needed for Urgent Care Services; or
  - (3)** Care is needed where there is a potential for a serious adverse medical consequence if treatment or diagnosis is delayed more than thirty (30) days.
- c.** If any of the circumstances listed in Para. a, Sec. 16 above, of this Ex. D, disrupts normal execution of Contractor duties under this Contract, Contractor shall notify Members in writing of the situation and direct Members to bring serious health care needs to Contractor's attention.

The foregoing shall not excuse Contractor from performance under this Contract if, and to the extent, the cause of the force majeure event was reasonably foreseeable and a prudent professional in Contractor's profession would have taken commercially reasonable measures prior to the occurrence of the force majeure event to eliminate or minimize the effects of such force majeure event.

## **17. Foreign Contractor**

If Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Department of Revenue and the Secretary of State Corporation Division all information required by those agencies relative to this Contract.

## **18. Assignment of Contract, Successors in Interest**

- a.** Contractor shall not assign or transfer its interest in this Contract, voluntarily or involuntarily, whether by merger, consolidation, dissolution, operation of law, or in any other manner, without prior written consent of OHA. Any such assignment or transfer, if approved, is subject to such conditions and provisions as OHA may deem necessary, including but not limited to Ex. B, Part 8, Sec. 17. No approval by OHA of any assignment or transfer of interest shall be deemed to create any obligation of OHA in addition to those set forth in the Contract.
- b.** The provisions of this Contract shall be binding upon and inure to the benefit of the parties, their respective successors and permitted assigns.

## **19. Subcontracts**

In addition to all of the other provisions OHA requires under this Contract, including, without limitation, information required to be reported under Ex. B, Part 4 of this Contract, and any other information OHA

may requests from time to time, Contractor shall include in any permitted Subcontract under this Contract provisions to ensure that OHA will receive the benefit of Subcontractor performance as if the Subcontractor were Contractor with respect to Secs Sections 1, 2, 3, 4, 15, 16, 18, 19, 24, and 30-32 of this Ex. D. OHA’s consent to any Subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.

## **20. No Third Party Beneficiaries**

OHA and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. The parties agree that Contractor’s performance under this Contract is solely for the benefit of OHA to accomplish its statutory mission. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons any greater than the rights and benefits enjoyed by the general public unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.

## **21. Amendments**

- a.** OHA may amend this Contract to the extent provided herein, or in RFA OHA 4690-19, and to the extent permitted by Applicable Law. No amendment, modification, or change of terms of this Contract shall be binding on either Party unless made in writing and signed by both Parties and when required approved by the Oregon Department of Justice. Any such amendment, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given.
- b.** Contractor understands, acknowledges, and agrees that many, if not all, of Contractor’s obligations under this Contract with respect to drafting and implementing policies, procedures, and work plans, as well as data collection and reporting, and other similar deliverables, mirror those obligations under the Medicaid Contract. In order to avoid unnecessary duplication of efforts, the parties will, upon request of OHA, enter into a memorandum of understanding wherein the obligation to draft and submit separate policies, procedures, and work plans as well as data collection and reporting, and other similar deliverables will be identified with particularity and where not so identified, Contractor and OHA shall deem the obligation met under this Contract when it is met under the Medicaid Contract.
- c.** OHA may, from time to time, require Contractor to enter into an amendment to this Contract under any of the following circumstances:
  - (1)** Due to changes in Applicable Laws including changes in Covered Services and CCO Payments under ORS 414.735, or if failure to amend this Contract to effectuate those changes proposed in the amendment may place OHA at risk of non-compliance with Applicable Law or the requirements of the Legislature or Legislative Emergency Board;
  - (2)** To address budgetary constraints, including those arising from changes in funding, appropriations, limitations, allotments, or other expenditure authority limitations provided in Sec. 6 of this Ex. D;
  - (3)** To reduce or expand the Service Area, or reduce or expand the Enrollment limit, or both, and any CCO Payment Rate change as may be necessary to align with the expansion or reduction thereof and which will be made in accordance with Ex. C, Sec. 3 of this Contract; and
  - (4)** To provide additional information regarding Contractor’s obligations to: (i) collect and report data, and (ii) submit policies, procedures, handbooks, guidebooks, and the like.

- d. Failure of Contractor to enter into an amendment described in Para, c above as necessary for the Amendment to go into effect on its proposed effective date, is a default of Contractor under Sec. 9, Para. a, Sub. Para. (8) of this Ex. D.
- e. Any changes in the CCO Payment Rates under ORS 414.735 shall take effect on the date approved by the Legislative Assembly or the Legislative Emergency Board approving such changes. Any changes required by federal or State law or regulation shall take effect not later than the effective date of the federal or State law or regulation.

## 22. Waiver

No waiver or other consent under this Contract shall bind either party unless it is in writing and signed by the party to be bound. Such waiver or consent shall be effective only in the specific instance and for the specific purpose given. The failure of either party to enforce any provision of this Contract shall not constitute a waiver by that party of that or any other provision.

## 23. Severability

If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Contract did not contain the particular term or provision held to be invalid.

## 24. Survival

All rights and obligations cease upon termination or expiration of this Contract, except for the rights and obligations, and declarations which expressly or by their nature survive termination of this Contract, including without limitation the following Sections or provisions set forth below in this Sec. 24. Without limiting the forgoing or anything else in this Contract, in no event shall Contract expiration or termination extinguish or prejudice OHA's right to enforce this Contract with respect to any default by Contractor that has not been cured.

- a. Exhibit A, Definitions
- b. General Provisions: Secs. 4 and 5
- c. Exhibit D: Secs. 1, 4 through 13, 15, 16, 18 through 29, 31.
- d. Exhibit E: Sec. 6, HIPAA Compliance (but excluding paragraph d) shall survive termination for as long as Contractor holds, stores, or otherwise preserves Individually Identifiable Health Information of Members or for a longer period if required under Sec. 12 of this Ex. D.
- e. Exhibit N shall survive termination for the period of time that Contractor retains any Access (as such term is defined in Sec. 2.1 of Ex. N) to OHA or State Data, Network and Information Systems, and Information Assets.
- f. Special Terms and Conditions:

In addition to any other provisions of this Contract that by their context are meant to survive Contract expiration or termination, the following special terms and conditions survive Contract expiration or termination, for a period of two (2) years unless a longer period is set forth in this Contract:

### (1) Claims Data

- (a) The submission of all Encounter Data for services rendered to Contractor's Members during the contract period;

- (b) Certification that Contractor attests that the submitted encounter claims are complete, truthful and accurate to the best knowledge and belief of Contractor’s authorized representative, subject to False Claims Act liability;
        - (c) Adjustments to encounter claims in the event Contractor receives payment from a Member’s Third Party Liability or Third Party recovery; and
        - (d) Adjustments to encounter claims in the event Contractor recovers any Provider Overpayment from a Provider.
- (2) Financial Reporting
  - (a) Quarterly financial statements as defined in Ex. L;
  - (b) Audited annual financial statements as defined in Ex. L;
  - (c) Submission of details related to ongoing Third Party Liability and Third Party recovery activities by Contractor or its Subcontractors; and
  - (d) Data related to the calculation of quality and performance metrics.
- (3) Operations
  - (a) Point of contact for operations while transitioning;
  - (b) Claims processing;
  - (c) Provider and Member Grievances and Appeals; and
  - (d) Implementation of and any necessary modifications to the Transition Plan.
- (4) Corporate Governance
  - (a) Oversight by Governing Board and Community Advisory Council;
  - (b) Not initiating voluntary bankruptcy, liquidation, or dissolution;
  - (c) Maintenance of all licenses, certifications, and registrations necessary to do the business of a CCO in Oregon; and
  - (d) Responding to subpoenas, investigations, and governmental inquiries.
- (5) Financial Obligations

The following requirements survive Contract expiration or termination indefinitely:

  - (a) Reconciliation of Risk Corridor Payments;
  - (b) Reconciliation and right of setoffs;
  - (c) Recoupment of capitation paid for Members deemed ineligible or who were enrolled into an incorrect benefit category; and
  - (d) Recoupment (by means of setoff or otherwise) of any identified Overpayment.
- (6) Sanctions and Liquidated Damages
  - (a) Contract expiration or termination does not limit OHA’s ability to impose Sanction or Liquidated Damages for the failures or acts (or both) as set out in Ex. B, Part 9.
  - (b) The decision to impose a Sanction or Liquidated Damages does not prevent OHA from imposing additional Sanctions at a later date.

Sanctions imposed on Contractor after Contract expiration or termination will be reported to CMS according to the requirements set out in Ex. B, Part 9.

**25. Legal Notice; Administrative Notice**

Except as expressly provided otherwise in this Contract, notices required under this Contract shall be made in accordance with the terms set forth below in this Sec. 25.

**a. “Legal Notice”** shall be deemed duly given and effective only when delivered as follows: (a) one (1) Business Day after being delivered by hand to the addressee (b) five (5) Business Days after being placed with the US Postal Service and sent via certified mail, return receipt requested with postage paid; or (c) one (1) Business Day after being placed with a reputable over-night commercial carrier, fees pre-paid, and addressed as set forth below of this Para. a. In addition to the foregoing method of notice, on the same date as each such Legal Notice by Contractor to OHA, Contractor shall provide the same document(s) to OHA via Administrative Notice. Similarly, on the same date as each such Legal Notice by OHA to Contractor, OHA shall the provide the same document(s) to Contractor via Administrative Notice.

**(1) If to OHA:** To the physical address identified for OHA’s Contract Administrator as set forth in Sec. 2 of the General Provisions of this Contract

**And with copy to** (and notwithstanding the above requirements of this Para. a., if the copy is sent via U.S. Mail, it need only be sent by first class, not certified mail, in order to be deemed given and effective):

Attorney-in-Charge  
Health and Human Services Section  
General Counsel Division  
Oregon Department of Justice  
1162 Court Street NE  
Salem, Oregon 97301-4096

or to such other Person(s) or address(es) as OHA may identify in writing from time to time in accordance with this Ex. D, Sec. 25, Para. a.

**(2) If to Contractor:** To the physical address identified for Contractor’s Contract Administrator as set forth in Sec. 2 of the General Provisions of this Contract

or to such other Person(s) or address(es) as Contractor may identify in writing from time to time in accordance with this Ex. D, Sec. 25, Para. a.

**b. “Administrative Notice”** shall be deemed duly given and effective only when provided as follows:

**(1) If to OHA:** In the form and to the destination indicated in Exhibit D-Attachment 1 attached to this Contract between the last page of Ex. N and Exhibit C-Attachment 1.

**(a)** Or in such other form(s) or to such other destination(s) as OHA may identify in writing from time to time in accordance with this Ex. D, Sec. 25, Para. b.

**(b)** Contractor shall use its reasonable efforts to include in the subject line or functional equivalent of each Administrative Notice the (i) title of the document attached or purpose of the communication, and (ii) the applicable Section and Exhibit number of the Contract pursuant to which the Administrative Notice is being sent.

- (c) In the event this Contract is silent with respect to the destination for a communication or deliverable and the destination is not listed in Exhibit D-Attachment 1, the communication or deliverable shall be made to OHA’s Contract Administrator by means of Administrative Notice to the following email address: [CCO.MCOTDeliverableReports@odhsoha.oregon.gov](mailto:CCO.MCOTDeliverableReports@odhsoha.oregon.gov).
  - (d) In the event this Contract is silent with respect to a due date for any deliverable, Contractor shall request a due date from OHA, via Administrative Notice, sent to the email address in Sub. Para. (1)(c) of this Para. b, Sec. 25, Ex. D. In the event Contractor requires additional time to comply with the deadline provided by OHA, Contractor and OHA will negotiate in good faith to identify another deadline. If the Parties cannot agree upon a deadline after forty-eight (48) hours of Contractor’s initial request, Contractor shall provide the deliverable to OHA on the date OHA identified in its response to Contractor’s initial request.
- (2) **If to Contractor:** To the email address for Contractor’s Contract Administrator as set forth in Sec. 2 of the General Provisions of this Contract, except as provided for in Sub. Para. (2)(a) of this Para. b, Sec. 25, Ex. D. Or to such other Person(s) or address(es) as Contractor may identify in writing from time to time in accordance with this Ex. D, Sec. 25, Para. b.
- (a) For matters reasonably within the scope of Ex. C or Ex. L or both, OHA will provide Administrative Notice by email to Contractor’s Chief Executive Officer or Chief Financial Officer or both, instead of to Contractor’s Contract Administrator.
- c. **If Contract is Silent.** In the event a particular provision in this Contract is silent with respect to the means or method of communication, the communication shall be made to OHA’s Contract Administrator by Administrative Notice.

## 26. Construction

This Contract is the product of extensive negotiations between OHA and Contractor. The provisions of this Contract are to be interpreted and their legal effects determined as a whole. The rule of construction that ambiguities in a written agreement are to be construed against the party preparing or drafting the agreement shall not be applicable to the interpretation of this Contract.

## 27. Headings and Table of Contents

The headings and captions to sections of this Contract as well as the Table of Contents have been inserted for identification and reference purposes only and shall not be used to construe the meaning or to interpret this Contract.

## 28. Merger Clause

This Contract constitutes the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein, regarding this Contract.

## 29. Counterparts

This Contract and any subsequent Amendments may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Contract and any Amendments so executed shall constitute an original.

**30. Equal Access**

Contractor shall provide equal access to Covered Services for both male and female Members under 18 years of age, including access to appropriate facilities, services and treatment, to achieve the policy in ORS 417.270.

**31. Media Disclosure**

Contractor shall not provide information to the media regarding a recipient of services under this Contract without first consulting with and receiving approval from OHA. Contractor shall make immediate contact with the OHA office when media contact occurs. The OHA office will assist Contractor with an appropriate follow-up response for the media.

**32. Mandatory Reporting of Abuse**

- a.** Contractor shall immediately report any evidence of Child Abuse, neglect or threat of harm to DHS Child Protective Services or law enforcement officials in full accordance with the mandatory Child Abuse Reporting law (ORS 419B.005 to 419B.045). If law enforcement is notified, Contractor shall notify the referring caseworker within 24 hours. Contractor shall immediately contact the local DHS Child Protective Services office if questions arise whether an incident meets the definition of Child Abuse or neglect.
- b.** Contractor shall comply, and shall require its Participating Providers to comply, with all protective services, investigation and reporting requirements described in any of the following laws:
  - (1) OAR Chapter 407, Divisions 45 to 47 (abuse investigations by the Office of Training, Investigations and Safety [OTIS]);
  - (2) ORS 430.735 through 430.765 (abuse reporting for adults with mental illness or developmental disabilities, including adults receiving services for a substance use disorder or a mental illness in a residential facility or a state hospital);
  - (3) ORS 124.005 to 124.040 (elderly persons and persons with disabilities abuse);
  - (4) ORS 441.650 to 441.680 (residents of long term care facilities); and
  - (5) ORS 418.257 to 418.259 (child in care of a Child-Caring Agency, residential facilities for children with intellectual/developmental disabilities and child foster homes).
- c.** Contractor shall report suspected Adult Abuse, neglect or financial exploitation as follows:
  - (1) Adults with developmental disabilities to the local county developmental disability program;
  - (2) Adults with mental illness to the local county mental health program;
  - (3) Patients of the Oregon State Hospital or residents of Substance Use Disorder treatment facilities to DHS OTIS;
  - (4) Elder Abuse to the local DHS Aging & People with Disabilities office or Area Agency for Aging;
  - (5) Nursing facility residents to the DHS Nursing Facility Complaint Unit; or
  - (6) Or by calling 1-855-503-SAFE (7233). This toll-free number allows a report of abuse or neglect of any child or adult to be reported to DHS.

*[Remainder of page intentionally left blank]*



## **Exhibit E – Federal Terms and Conditions**

Contractor shall comply and, as indicated, cause all Subcontractors to comply with the following federal requirements to the extent that they are applicable to this Contract, to Contractor, or to the Work, or to any combination of the foregoing. For purposes of this Contract, all references to federal and State laws are references to federal and State laws as they may be amended from time to time.

### **1. Miscellaneous Federal Provisions**

Contractor shall comply and require all Subcontractors to comply with all federal laws, regulations and executive orders applicable to this Contract or to the delivery of Work. Without limiting the generality of the foregoing, Contractor expressly agrees to comply and require all Subcontractors to comply with the following laws, regulations and executive orders to the extent they are applicable to this Contract: (a) Title VI and VII of the Civil Rights Act of 1964, as amended; (b) 45 CFR Part 84 which implements, Title V, Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (c) the Americans with Disabilities Act of 1990, as amended; (d) Section 1557 of the Patient Protection and Affordable Care Act (PPACA); (e) Executive Order 11246, as amended; (f) the Health Insurance Portability and Accountability Act of 1996, as amended; (g) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (h) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (i) the Mental Health Parity and Addiction Equity Act of 2008, as amended; (j) CMS regulations (including 42 CFR Part 438, subpart K) and guidance regarding mental health parity, including 42 CFR 438.900 et. seq.; (k) all regulations and administrative rules established pursuant to the foregoing laws; (l) all other applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations; and (m) all federal laws requiring reporting of Member abuse. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to this Contract and required by law to be so incorporated.

### **2. Equal Employment Opportunity**

If this Contract, including Amendments, is for more than \$10,000, then Contractor shall comply and require all Subcontractors to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).

### **3. Energy Efficiency**

Contractor shall comply and require all Subcontractors to comply with applicable mandatory standards and policies relating to energy efficiency that are contained in the Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act, 42 USC 6201 et seq. (Pub. L. 94-163).

### **4. Truth in Lobbying**

By signing this Contract, Contractor certifies, to the best of Contractor's knowledge and belief that:

- a.** No funds have been paid or will be paid, by or on behalf of Contractor, to any Person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any State or federal contract, the making of any State or federal grant, the making of any State or federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any State or federal contract, grant, loan or cooperative agreement.
- b.** If any funds have been paid or will be paid to any Person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, State legislator, officer or employee of the State

legislature, or any officer or employee of any State agency or any officer or employee of working within or under any other branch of State government in connection with this contract, grant, loan or cooperative agreement, Contractor shall provide OHA with Administrative Notice of such payment(s).

- c. Contractor shall require that the language of the certification made under this Sec. 5 of this Ex. E be included in the award documents for all subawards at all tiers (including Subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients and Subcontractors shall certify and disclose accordingly.
- d. The certification made under this Sec. 4 of this Ex. E is a material representation of fact upon which reliance was placed when this Contract was made or entered into. Submission of this certification is a prerequisite for making or entering into this Contract imposed by Section 1352, Title 31, of the U.S. Code. Any Person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- e. No part of any funds paid to Contractor under this Contract shall be used other than for normal and recognized executive legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the United States Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government itself.
- f. No part of any funds paid to Contractor under this Contract shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or executive order proposed or pending before the United States Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.
- g. The prohibitions in Paras. e and f of this Section shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.
- h. No part of any funds paid to Contractor under this Contract may be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under Section 202 of the Controlled Substances Act except for normal and recognized executive congressional communications. This limitation shall not apply when there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance of that federally sponsored clinical trials are being conducted to determine therapeutic advantage.

## 5. HIPAA Compliance

The parties acknowledge and agree that each of OHA and Contractor is a “covered entity” for purposes of privacy and security provisions of the Health Insurance Portability and Accountability Act and its implementing federal regulations (collectively referred to as HIPAA). OHA and Contractor shall comply with HIPAA to the extent that any Work or obligations of OHA arising under this Contract are covered by HIPAA. Contractor shall develop and implement such policies and procedures for maintaining the

privacy and security of Records and authorizing the use and disclosure of Records required to comply with this Contract and with HIPAA. Contractor shall comply and cause all Subcontractors to comply with HIPAA and the following:

- a. Privacy and Security of Individually Identifiable Health Information. Individually Identifiable Health Information about specific individuals is protected from unauthorized use or disclosure consistent with the requirements of HIPAA. Individually Identifiable Health Information relating to specific individuals may be exchanged between Contractor and OHA for purposes directly related to the provision of services to Members which are funded in whole or in part under this Contract. However, Contractor shall not use or disclose any Individually Identifiable Health Information about specific individuals in a manner that would violate HIPAA Privacy Rules in 45 CFR Parts 160 and 164, OHA Privacy Rules, OAR Chapter 407 Division 14, and OAR Chapter 943, Division 14, or OHA Notice of Privacy Practices, if done by OHA. A copy of the most recent OHA Notice of Privacy Practices is posted on the OHA web site at: <https://sharesystems.dhsoha.state.or.us/forms/>, Form number ME2090 Notice of Privacy Practices, or may be obtained from OHA.
- b. HIPAA Information Security. Contractor shall adopt and employ reasonable administrative, technical, and physical safeguards consistent with the Security Rules in 45 CFR Part 164 required by HIPAA Privacy Rules in 45 CFR Parts 160 and 164, OAR Chapter 407, Division 014, and OAR Chapter 943, Division 14, and OHA Notice of Privacy Practices to ensure that Member Information shall be used by or disclosed only to the extent necessary for the permitted use or disclosure and consistent with Applicable Laws and the terms and conditions of this Contract. Incidents involving the privacy or security of Member Information must be immediately reported, but no later than one (1) Business Day after discovery, via Administrative Notice, to the Privacy Compliance Officer in OHA's Information Security and Privacy Office (ISPO) at [DHS.PrivacyHelp@odhsoha.oregon.gov](mailto:DHS.PrivacyHelp@odhsoha.oregon.gov), with a follow-up telephone call to ISPO's Privacy Reporting Line at 503-945-5780.
- c. Data Transactions Systems. Contractor shall comply with the HIPAA standards for electronic transactions published in 45 CFR Part 162 and the OHA EDT Rules, 943-120-0100 through 943-120-0200. In order for Contractor to exchange electronic data transactions with OHA in connection with claims or Encounter Data, eligibility or Enrollment information, authorizations or other electronic transaction, Contractor shall execute an EDT Trading Partner Agreement with OHA and shall comply with the OHA EDT Rules.
- d. Consultation and Testing. If Contractor reasonably believes that Contractor's or OHA's data transactions system or other application of HIPAA privacy or security compliance policy may result in a violation of HIPAA requirements, Contractor shall promptly consult the OHA HIPAA officer. Contractor or OHA may initiate a request for testing of HIPAA transaction requirements, subject to available resources and OHA testing schedule.

## 6. Debarment and Suspension

Contractor shall, in accordance with 42 CFR 438.808(b), not permit any Person to be a Subcontractor or Provider if the Person is listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal Procurement or Nonprocurement Programs" in accordance with Executive Orders No. 12549 and No. 12689, "Debarment and Suspension." (See 2 CFR Part 180). This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory authority other than Executive Order No. 12549. Subcontractors with awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.

Contractor shall ensure that no amounts are paid to a Provider that could be excluded from participation in Medicare or Medicaid for any of the following reasons:

- a. The Provider is Controlled by a Sanctioned individual.
- b. The Provider has a contractual relationship that provides for the administration, management or provision of Medical Services, or the establishment of policies, or the provision of operational support for the administration, management or provision of Medical Services, either directly or indirectly, with an individual convicted of certain crimes as described in section 1128(b)(8)(B) of the Social Security Act.
- c. The Provider employs or contracts, directly or indirectly, for the furnishing of health care, Utilization Review, medical social work, or administrative services, with one of the following:
  - (1) Any individual or entity excluded from participation in federal health care programs.
  - (2) Any entity that would provide those services through an excluded individual or entity.
- d. The Contract prohibits Contractor from knowingly having a Person with ownership of 5% or more of Contractor's equity if such Person is (or is Affiliated with a Person or entity that is) debarred, suspended, or excluded from participation in federal healthcare programs.

## **7. Pro-Children Act**

Contractor shall comply and require all Subcontractors to comply with the Pro-Children Act of 1994 (codified at 20 U.S.C. Section 6081 et seq.).

## **8. Additional Laws**

Contractor shall comply with all Applicable Laws and regulations pertaining to the provision of OHP services under the Medicaid Act, Title XIX, 42 USC Section 1396 et seq., and CHIP benefits established by Title XXI of the Social Security Act, including without limitation:

- a. Keep such Records as are necessary to fully disclose the extent of the services provided to individuals receiving OHP assistance and shall furnish such information to any State agency responsible for administering the OHP program regarding any payments claimed by such Person or institution for providing OHP services as the State or federal agency may from time to time request. 42 USC Section 1396a(a)(27); 42 CFR § 431.107(b)(1) & (2); and 42 CFR § 457.950(a)(3).
- b. Comply with all disclosure requirements of 42 CFR § 1002.3(a); 42 CFR § 455 Subpart (B); and 42 CFR § 457.900(a)(2).
- c. Certify when submitting any claim for the provision of OHP services that the information submitted is true, accurate and complete. Contractor shall acknowledge Contractor's understanding that payment of the claim will be from State funds and that any falsification or concealment of a material fact may be prosecuted under State laws.

## **9. Agency-based Voter Registration**

If applicable, Contractor shall comply with the Agency-based Voter Registration sections of the National Voter Registration Act of 1993 that require voter registration opportunities be offered where an individual may apply for or receive an application for public assistance.

## **10. Clinical Laboratory Improvements**

Contractor shall and shall ensure that any Laboratories used by Contractor shall comply with the Clinical Laboratory Improvement Amendments (CLIA 1988), 42 CFR Part 493 Laboratory Requirements and

ORS 438 (Clinical Laboratories, which require that all Laboratory testing sites providing services under this Contract shall have either a Clinical Laboratory Improvement Amendments (CLIA) certificate of waiver or a certificate of registration along with a CLIA identification number. Those Laboratories with certificates of waiver will provide only the eight types of tests permitted under the terms of their waiver. Laboratories with certificates of registration may perform a full range of Laboratory tests.

## **11. Advance Directives**

Contractor shall comply with 42 CFR Part 422.128 for maintaining written policies and procedures for Advance Directives. This includes compliance with 42 CFR 489, Subpart I “Advance Directives” and OAR 410-120-1380, which establishes, among other requirements the requirements for compliance with Section 4751 of the Omnibus Budget Reconciliation Act of 1991 (OBRA) and ORS 127.649, Patient Self-Determination Act. Contractor shall maintain written policies and procedures concerning Advance Directives with respect to all adult Members receiving medical care by Contractor. Contractor shall provide adult Members with written information on Advance Directive policies and include a description of Oregon law. The written information provided by Contractor shall reflect changes in Oregon law as soon as possible, but no later than ninety (90) days after the effective date of any change to Oregon law. Contractor shall also provide written information to adult Members with respect to the following:

- a. Their rights under Oregon law; and
- b. Contractor’s policies respecting the implementation of those rights, including a statement of any limitation regarding the implementation of Advance Directives as a matter of conscience.
- c. Contractor shall inform Members that complaints concerning noncompliance with the Advance Directive requirements may be filed with OHA.

Contractor is prohibited from conditioning the provision of care or otherwise discriminating against a Member based on whether or not the individual has executed an Advance Directive per 42 CFR § 438.3(j); 42 CFR § 422.128; or 42 CFR § 489.102(a)(3).

## **12. Conflict of Interest Safeguards**

- a. Contractor shall not offer, promise, or engage in discussions regarding future employment or business opportunity with any DHS or OHA employee (or their relative or Member of their household), and no DHS or OHA employee shall solicit, accept or engage in discussions regarding future employment or business opportunity, if such DHS or OHA employee participated personally and substantially in the procurement or administration of this Contract as a DHS or OHA employee.
- b. Contractor shall not offer, give, or promise to offer or give to any DHS or OHA employee (or any relative or Member of their household), and such employees shall not accept, demand, solicit, or receive any gift or gifts with an aggregate value in excess of \$50 during a calendar year or any gift of payment of expenses for entertainment. “Gift” for this purpose has the meaning defined in ORS 244.020 and OAR 199-005-0001 to 199-005-0030.
- c. Prior to the award of any replacement contract, Contractor shall not solicit or obtain, from any DHS or OHA employee, and no DHS or OHA employee may disclose, any proprietary or source selection information regarding such procurement, except as expressly authorized by the Director of OHA or DHS.
- d. Contractor shall not retain a former DHS or OHA employee to make any communication with or appearance before OHA on behalf of Contractor in connection with this Contract if that Person participated personally and substantially in the procurement or administration of this Contract as a DHS or OHA employee.

- e. If a former DHS or OHA employee authorized or had a significant role in this Contract, Contractor shall not hire such a Person in a position having a direct, beneficial, financial interest in this Contract during the two-year period following that Person’s termination from DHS or OHA.
- f. Contractor shall develop and maintain (and update as may be needed from time to time) a Conflict of Interest Safeguards Handbook wherein Contractor shall set forth appropriate, written policies and procedures to avoid actual or potential conflict of interest involving Members, DHS, or OHA employees, and Subcontractors. These policies and procedures shall include, at a minimum, safeguards:
  - (1) against Contractor’s disclosure of Applications, bids, proposal information, or source selection information; and
  - (2) requiring Contractor to:
    - (a) promptly report, but in no event seven (7) Business Days after impermissible contact, any contact with a Contractor, bidder, or offeror in writing, via Administrative Notice, to OHA’s Contract Administrator; and
    - (b) reject the any offer or proposed offer of employment; or disqualify itself from further personal and substantial participation in the procurement if Contractor contacts or is contacted by a Person who is a contractor, bidder, or offeror in a procurement involving federal funds regarding possible employment for Contractor.
- g. Contractor shall provide OHA its Conflict of Interest Safeguards Handbook within five (5) Business Days of OHA’s request or at the request of: (i) the Oregon Secretary of State and (ii) any other authorized state federal reviewers, for the purposes of audits or inspections. The foregoing agencies shall have the right to review and approve or disapprove such Handbook for compliance with this Sec. 12 of this Ex. E which shall be provided to Contractor within thirty (30) days of receipt. In the event OHA disapproves of the Conflict of Interest Safeguards Handbook, Contractor shall, in order to remedy the deficiencies in such Handbook, follow the process set forth in Sec. 5, Ex. D of this Contract.
- h. The provisions of this Sec. 12 of Ex. E, Conflict of Interest Safeguards, are intended to be construed to assure the integrity of the procurement and administration of this Contract. For purposes of this Sec. 12:
  - (1) “Contract” includes any Predecessor CCO Contract or other similar contract between Contractor and OHA.
  - (2) Contractor shall apply the definitions in the State Public Ethics Law, ORS 244.020, for “actual conflict of interest,” “potential conflict of interest,” “relative,” and “Member of household.”
  - (3) “Contractor” for purposes of this section includes all Contractor’s Affiliates, assignees, subsidiaries, parent companies, successors and transferees, and persons under common Control with Contractor; any officers, directors, partners, Agents and employees of such Person; and all others acting or claiming to act on their behalf or in concert with them.
  - (4) “Participates” means actions of a DHS or OHA employee, through decision, approval, disapproval, recommendation, the rendering of advice, investigation or otherwise in connection with the Contract.

- (5) “Personally and substantially” has the same meaning as “personal and substantial” as set forth in 5 CFR 2635.402(b)(4).

**13. Non-Discrimination**

Contractor shall comply, and require its Subcontractors to comply, with all federal and State laws and regulations including Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972 (regarding education programs and activities) the Age Discrimination Act of 1975, the Rehabilitation Act of 1973, the Americans with Disabilities Act (ADA) of 1990, and all amendments to those acts and all regulations promulgated thereunder. Contractor shall also comply with all applicable requirements of State civil rights and rehabilitation statutes and rules.

**14. OASIS**

To the extent applicable, Contractor shall comply with, and shall require Subcontractors to comply with, the Outcome and Assessment Information Set reporting requirements and notice requirements for skilled services provided by Home Health Agencies, pursuant to CMS requirements published in 42 CFR 484.20, and such subsequent regulations as CMS may issue in relation to the OASIS program.

**15. Patient Rights Condition of Participation**

To the extent applicable, Contractor shall comply with, and shall require Subcontractors to comply with, the Patient Rights Condition of Participation that Hospitals must meet to continue participation in the Medicaid program, pursuant to 42 CFR Part 482. For purposes of this Contract, Hospitals include short-term, psychiatric, rehabilitation, long-term, and children’s Hospitals.

**16. Mental Health Parity**

Contractor shall adhere to CMS guidelines regarding Mental Health Parity detailed below:

- a. If Contractor does not include an aggregate lifetime or annual dollar limit on any medical/surgical benefits or includes an aggregate lifetime or annual dollar limit that applies to less than one-third of all medical/surgical benefits provided to Members, it may not impose an aggregate lifetime or annual dollar limit, respectively, on mental health or substance use disorder benefits;
- b. If Contractor includes an aggregate lifetime or annual dollar limit on at least two-thirds of all medical/surgical benefits provided to Members, it must either apply the aggregate lifetime or annual dollar limit both to the medical/surgical benefits to which the limit would otherwise apply and to mental health or substance use disorder benefits in a manner that does not distinguish between the medical/surgical benefits and mental health or substance use disorder benefits; or not include an aggregate lifetime or annual dollar limit on mental health or substance use disorder benefits that is more restrictive than the aggregate lifetime or annual dollar limit, respectively, on medical/surgical benefits;
- c. If Contractor includes an aggregate lifetime limit or annual dollar amount that applies to one-third or more but less than two-thirds of all medical/surgical benefits provided to Members, it must either impose no aggregate lifetime or annual dollar limit on mental health or substance use disorder benefits; or impose an aggregate lifetime or annual dollar limit on mental health or substance use disorder benefits that is no more restrictive than an average limit calculated for medical/surgical benefits in accordance with 42 CFR § 438.905(e)(ii);
- d. Contractor shall not apply any financial requirement or treatment limitation to mental health or substance use disorder benefits in any classification that is more restrictive than the predominant financial requirement or treatment limitation of that type applied to substantially all

medical/surgical benefits in the same classification furnished to Members (whether or not the benefits are furnished by Contractor);

- e. If a Member is provided mental health or substance use disorder benefits in any classification of benefits (inpatient, Outpatient, emergency care, or prescription drugs), mental health or substance use disorder benefits must be provided to the Member in every classification in which medical/surgical benefits are provided;
- f. Contractor may not apply any cumulative financial requirements for mental health or substance use disorder benefits in a classification (inpatient, Outpatient, emergency care, prescription drugs) that accumulates separately from any established for medical/surgical benefits in the same classification;
- g. Contractor may not apply more stringent utilization or Prior Authorization standards to mental health or substance use disorder, then standards that are applied to medical/surgical benefits;
- h. Contractor may not impose Non-Quantitative Treatment Limitations (NQTLs) for mental health or substance use disorder benefits in any classification unless, under the policies and procedures of Contractor as written and in operation, any processes, strategies, evidentiary standards, or other factors used in applying the NQTL to mental health or substance use disorder benefits in the classification are comparable to, and are applied no more stringently than, the processes, strategies, evidentiary standards, or other factors used in applying the limitation for medical/surgical benefits in the classification;
- i. Contractor shall provide all necessary documentation and reporting required by OHA to establish and demonstrate compliance with 42 CFR part 438, subpart K regarding parity in mental health and substance use disorder benefits;
- j. Contractor shall use processes, strategies, evidentiary standards or other factors in determining access to out of Network Providers for mental health or substance use disorder benefits that are comparable to and applied no more stringently than, the processes, strategies, evidentiary standards or other factors in determining access to out of Network Providers for medical/surgical benefits in the same classification.

**17. [RESERVED]**

*[Remainder of page intentionally left blank]*



**Exhibit F – Insurance Requirements**

*The terms and conditions of Exhibit F in the Medicaid Contract are incorporated by reference and have the same force and effect as though they are fully set forth herein.*

*[Remainder of page intentionally left blank]*

## **Exhibit G – Reporting of Delivery System Network Providers, Cooperative Agreements, and Hospital Adequacy**

### **1. Delivery System Network Provider Monitoring and Reporting Overview**

- a.** Contractor shall employ or Subcontract with, in accordance with the standards set forth in CFR § 438.206, Ex. B, Part 4 and any other applicable provisions of this Contract, enough Providers to meet the needs of its Members in all categories of service, and types of service Providers, such that Members have timely and appropriate access to services. Contractor shall develop its Provider Network that is consistent with 42 CFR § 438.68, 42 CFR § 457.1230, and OAR 410-141-3515. Contractor shall only employ or otherwise contract with Providers who agree to provide services to HOP, COFA, Veteran, and Medicaid Members and who comply with all applicable state and federal non-discrimination laws including, without limitation, ORS 659A.440 through 659A.409 and the federal Civil Rights Act. Contractor shall incorporate the priorities from its Community Health Assessment, its Community Health Improvement Plan, and Transformation and Quality Strategy such that Contractor’s Provider Network is capable of providing integrated and coordinated physical, Oral Health, Behavioral Health, and Substance Use Disorders treatment services and supports as required under this Contract.
- b.** If necessary to ensure access to an adequate Provider Network, Contractor may be required to contract with Providers located outside of the defined Service Area.
- c.** Contractor shall Monitor, document, report and evaluate its Provider Network as set forth in this Ex. G.
- d.** Contractor’s obligations under Para. c, above of this Ex. G, shall include the development of a system and methodology for Monitoring and evaluating Member access including, but not limited to, the availability of Network Providers within time and distance standards, adherence to standards for wait time to appointment for primary care, specialty care, and Behavioral Health services, and sufficiency of language services and physical accessibility.
- e.** Contractor shall promptly and fully remedy any Provider Network deficiencies identified through the course of self-assessment, in the event of a Material Change, or as a result of OHA Monitoring, or EQRO review under the Medicaid Contract.
- f.** The accuracy of data and completeness submitted in the bi-annual DSN Provider Capacity Report will be periodically validated against available sources. If Provider data is submitted in an invalid format or contains invalid values for required data elements or both, OHA shall have the right to require Contractor to correct its data. If data errors are persistent, as defined by OHA, OHA shall have the right to require Contractor to, in addition to correcting its data, provide more frequent DSN Provider Capacity Reports to OHA, and OHA shall have the right to pursue any and all of its rights and remedies under this Contract.
- g.** If any activities have been Subcontracted, Contractor shall also describe the maintenance, reporting, and Monitoring and its oversight procedures to ensure compliance with the requirements of this Contract and Provider Network adequacy.

### **2. Delivery System Network Provider Monitoring and Reporting Requirements**

*The terms and conditions of Section 2, Exhibit G in the Medicaid Contract are incorporated by reference and have the same force and effect as though they are fully set forth herein.*

### **3. Cooperative Agreements with Publicly Funded Programs**

*The terms and conditions of Section 3, Exhibit G in the Medicaid Contract are incorporated by reference and have the same force and effect as though they are fully set forth herein.*

**4. Cooperative Agreements with Community Social and Support Service and Long Term Care**

*The terms and conditions of Section 4, Exhibit G in the Medicaid Contract are incorporated by reference and have the same force and effect as though they are fully set forth herein.*

**5. Hospital Network Adequacy**

*The terms and conditions of Section 5, Exhibit G in the Medicaid Contract are incorporated by reference and have the same force and effect as though they are fully set forth herein.*

***[Remainder of page intentionally left blank]***

**[Exhibit H – Value Based Payment is reserved.]**

*[Value Based Payments are not required to be implemented under this Contract. Contractor's obligations to implement Value Based Payments are only required under the Medicaid Contract.]*

*[Remainder of page intentionally left blank]*

**Exhibit I – Grievance and Appeal System**

*The terms and conditions of Exhibit I in the Medicaid Contract are incorporated by reference and have the same force and effect as though they are fully set forth herein.*

*[Remainder of page intentionally left blank]*

**Exhibit J – Health Information Technology**

*The terms and conditions of Exhibit J in the Medicaid Contract are incorporated by reference and have the same force and effect as though they are fully set forth herein.*

*[Remainder of page intentionally left blank]*

**Exhibit K – Social Determinants of Health and Equity**

*The terms and conditions of Exhibit K in the Medicaid Contract are incorporated by reference and have the same force and effect as though they are fully set forth herein.*

*[Remainder of page intentionally left blank]*

**Exhibit L – Solvency Plan, Financial Reporting, and Sustainable Rate of Growth**

*The terms and conditions of Exhibit L in the Medicaid Contract are incorporated by reference and have the same force and effect as though they are fully set forth herein.*

*[Remainder of page intentionally left blank]*



**Exhibit M – Behavioral Health**

*The terms and conditions of Exhibit M in the Medicaid Contract are incorporated by reference and have the same force and effect as though they are fully set forth herein.*

*[Remainder of page intentionally left blank]*

**Exhibit N – Privacy and Security**

*The terms and conditions of Exhibit N in the Medicaid Contract are incorporated by reference and have the same force and effect as though they are fully set forth herein.*

*[Remainder of page intentionally left blank]*

**General Provisions – Attachment 1**

***Permanent URLs for OARs***

As described in Section 4.1.2 of the General Provisions, this Contract is structured in a manner that is substantively similar, in form and content, to the Medicaid Contract. Accordingly, in an effort to avoid unintended differences between this Contract and the Medicaid Contract, individual sections within Exhibits A through N of this Contract that are identical to the corresponding Exhibits and sections of the Medicaid Contract, are incorporated by reference as though fully set forth in such Exhibits and individual sections of this Contract. In alignment with this structure, the tables below provide the permanent URL for each OAR and OAR Chapter and Division referenced in this Contract, regardless of whether they appear in the body of this Contract or are incorporated by reference to the Medicaid Contract.

<b><i>General Provisions</i></b>		
<b>OAR</b>	<b>Rule Title</b>	<b>Permanent Link to OAR</b>
None		

<b><i>Definitions</i></b>		
<b>OAR</b>	<b>Rule Title</b>	<b>Permanent Link to OAR</b>
137-004-0080	Reconsideration — Orders in Other than Contested Case	<a href="https://secure.sos.state.or.us/oard/view.action?ruleNumber=137-004-0080">https://secure.sos.state.or.us/oard/view.action?ruleNumber=137-004-0080</a>
137-004-0092	Stay Proceeding and Order — Orders in Other than Contested Case	<a href="https://secure.sos.state.or.us/oard/view.action?ruleNumber=137-004-0092">https://secure.sos.state.or.us/oard/view.action?ruleNumber=137-004-0092</a>
309-019-0105	Definitions (Outpatient Behavioral Health Services)	<a href="https://secure.sos.state.or.us/oard/view.action?ruleNumber=309-019-0105">https://secure.sos.state.or.us/oard/view.action?ruleNumber=309-019-0105</a>
309-019-0167	Intensive In-Home Behavioral Health Treatment (IIBHT) for Children	<a href="https://secure.sos.state.or.us/oard/view.action?ruleNumber=309-019-0167">https://secure.sos.state.or.us/oard/view.action?ruleNumber=309-019-0167</a>
309-019-0225	Assertive Community Treatment (ACT) Definitions	<a href="https://secure.sos.state.or.us/oard/view.action?ruleNumber=309-019-0225">https://secure.sos.state.or.us/oard/view.action?ruleNumber=309-019-0225</a>
309-022-0105	Definitions (Children & Adolescents: Intensive Treatment Services; Integrated Licenses; Children’s Emergency Safety Intervention Specialists)	<a href="https://secure.sos.state.or.us/oard/view.action?ruleNumber=309-022-0105">https://secure.sos.state.or.us/oard/view.action?ruleNumber=309-022-0105</a>
309-032-0860	Definitions (Community Treatment and Support Services)	<a href="https://secure.sos.state.or.us/oard/view.action?ruleNumber=309-032-0860">https://secure.sos.state.or.us/oard/view.action?ruleNumber=309-032-0860</a>
309-036-0105	Definitions (Community Mental Health Housing Fund)	<a href="https://secure.sos.state.or.us/oard/view.action?ruleNumber=309-036-0105">https://secure.sos.state.or.us/oard/view.action?ruleNumber=309-036-0105</a>
409-055-0040	Recognition Criteria	<a href="https://secure.sos.state.or.us/oard/view.action?ruleNumber=409-055-0040">https://secure.sos.state.or.us/oard/view.action?ruleNumber=409-055-0040</a>
410-120-0000	Acronyms and Definitions (Medical Assistance Programs)	<a href="https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-120-0000">https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-120-0000</a>
410-120-1210	Medical Assistance Benefit Packages and Delivery System	<a href="https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-120-1210">https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-120-1210</a>
410-134-0003	CWM Benefit Plans and State-Funded Supplemental Wraparound Services	<a href="https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-134-0003">https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-134-0003</a>
410-141-3500	Definitions (Oregon Health Plan)	<a href="https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3500">https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3500</a>

<b>Definitions</b>		
<b>OAR</b>	<b>Rule Title</b>	<b>Permanent Link to OAR</b>
410-141-3525	Outcome and Quality Measures	<a href="https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3525">https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3525</a>
410-141-3565	Managed Care Entity Billing	<a href="https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3565">https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3565</a>
410-141-3566	Telemedicine and Telehealth Delivered Health Service and Reimbursement Requirements	<a href="https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3566">https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3566</a>
410-141-3570	Managed Care Entity Encounter Claims Data Reporting	<a href="https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3570">https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3570</a>
410-141-3575	MCE Member Relations: Marketing	<a href="https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3575">https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3575</a>
410-141-3700	CCO Application and Contracting Procedures	<a href="https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3700">https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3700</a>
410-141-3710	Contract Termination and Close-Out Requirements	<a href="https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3710">https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3710</a>
410-141-3725	CCO Contract Renewal Notification	<a href="https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3725">https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3725</a>
410-141-3730	Community Health Assessment and Community Health Improvement Plans	<a href="https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3730">https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3730</a>
410-141-3735	Social Determinants of Health and Equity; Health Equity	<a href="https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3735">https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3735</a>
410-141-3810	Disenrollment from MCEs	<a href="https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3810">https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3810</a>
410-141-3820	Covered Services	<a href="https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3820">https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3820</a>
410-141-3845	Health-Related Services	<a href="https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3845">https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3845</a>
410-141-3855	Pharmaceutical Services	<a href="https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3855">https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3855</a>
410-141-3865	Care Coordination Requirements	<a href="https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3865">https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3865</a>
410-141-3870	Intensive Care Coordination	<a href="https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3870">https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3870</a>
410-141-3875	MCE Grievances & Appeals: Definitions and General Requirements	<a href="https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3875">https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3875</a>
410-141-3890	Grievances & Appeals: Appeal Process	<a href="https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3890">https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3890</a>
410-141-5285	CCO Holding Company Regulation: Definitions	<a href="https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-5285">https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-5285</a>
410-170-0020	Definitions (Behavior Rehabilitation Services Program General Rules)	<a href="https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-170-0020">https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-170-0020</a>
Chapter 410, Division 172	Medicaid Payment for Behavioral Health Services	<a href="https://secure.sos.state.or.us/oard/displayDivisionRules.action?selectedDivision=1740">https://secure.sos.state.or.us/oard/displayDivisionRules.action?selectedDivision=1740</a>

<b>Definitions</b>		
<b>OAR</b>	<b>Rule Title</b>	<b>Permanent Link to OAR</b>
410-180-0305	Definitions (Traditional Health Workers)	<a href="https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-180-0305">https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-180-0305</a>
410-200-0400	Specific Requirements; Breast and Cervical Cancer Treatment Program (BCCTP)	<a href="https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-200-0400">https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-200-0400</a>
Chapter 411, Division 4	Home and Community-Based Services and Settings and Person-Centered Service Planning	<a href="https://secure.sos.state.or.us/oard/displayDivisionRules.action?selectedDivision=1746">https://secure.sos.state.or.us/oard/displayDivisionRules.action?selectedDivision=1746</a>
461-195-0301	Definitions (Liens, Overpayments and IPVs)	<a href="https://secure.sos.state.or.us/oard/view.action?ruleNumber=461-195-0301">https://secure.sos.state.or.us/oard/view.action?ruleNumber=461-195-0301</a>
461-195-0303	Personal Injury Claim	<a href="https://secure.sos.state.or.us/oard/view.action?ruleNumber=461-195-0303">https://secure.sos.state.or.us/oard/view.action?ruleNumber=461-195-0303</a>
943-090-0010	Definitions (Cultural Competency Continuing Education for Health Care Professionals)	<a href="https://secure.sos.state.or.us/oard/view.action?ruleNumber=943-090-0010">https://secure.sos.state.or.us/oard/view.action?ruleNumber=943-090-0010</a>
943-120-0100	Definitions (Provider Rules)	<a href="https://secure.sos.state.or.us/oard/view.action?ruleNumber=943-120-0100">https://secure.sos.state.or.us/oard/view.action?ruleNumber=943-120-0100</a>
943-120-0200	Authority System Administration	<a href="https://secure.sos.state.or.us/oard/view.action?ruleNumber=943-120-0200">https://secure.sos.state.or.us/oard/view.action?ruleNumber=943-120-0200</a>

<b>Exhibit B – Statement of Work – Part 1 – Governance and Organizational Relationships</b>		
<b>OAR</b>	<b>Rule Title</b>	<b>Permanent Link to OAR</b>
410-141-3715	CCO Governance; Public Meetings and Transparency	<a href="https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3715">https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3715</a>

<b>Exhibit B – Statement of Work – Part 2 – Covered and Non-Covered Services</b>		
<b>OAR</b>	<b>Rule Title</b>	<b>Permanent Link to OAR</b>
309-019-0155	Enhanced Care Services (ECS) and Enhanced Care Outreach Services (ECOS)	<a href="https://secure.sos.state.or.us/oard/view.action?ruleNumber=309-019-0155">https://secure.sos.state.or.us/oard/view.action?ruleNumber=309-019-0155</a>
309-040-0300	Purpose and Scope (Adult Foster Homes)	<a href="https://secure.sos.state.or.us/oard/view.action?ruleNumber=309-040-0300">https://secure.sos.state.or.us/oard/view.action?ruleNumber=309-040-0300</a>
309-040-0330	Zoning for Adult Foster Homes	<a href="https://secure.sos.state.or.us/oard/view.action?ruleNumber=309-040-0330">https://secure.sos.state.or.us/oard/view.action?ruleNumber=309-040-0330</a>
333-006-0160	Health Benefit Plans Reporting Requirements	<a href="https://secure.sos.state.or.us/oard/view.action?ruleNumber=333-006-0160">https://secure.sos.state.or.us/oard/view.action?ruleNumber=333-006-0160</a>
Chapter 407, Division 45	Office of Training, Investigations and Safety – Adult Abuse	<a href="https://secure.sos.state.or.us/oard/displayDivisionRules.action?selectedDivision=1635">https://secure.sos.state.or.us/oard/displayDivisionRules.action?selectedDivision=1635</a>
410-120-0000	Acronyms and Definitions (Medical Assistance Programs)	<a href="https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-120-0000">https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-120-0000</a>
410-120-1210	Medical Assistance Benefit Packages and Delivery System	<a href="https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-120-1210">https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-120-1210</a>
410-123-1220	Coverage According to the Prioritized List of Health Services	<a href="https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-123-1220">https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-123-1220</a>

<b>Exhibit B – Statement of Work – Part 2 – Covered and Non-Covered Services</b>		
<b>OAR</b>	<b>Rule Title</b>	<b>Permanent Link to OAR</b>
410-123-1260	OHP Dental Benefits	<a href="https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-123-1260">https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-123-1260</a>
Chapter 410, Division 124	Transplant Services	<a href="https://secure.sos.state.or.us/oard/displayDivisionRules.action?selectedDivision=1712">https://secure.sos.state.or.us/oard/displayDivisionRules.action?selectedDivision=1712</a>
410-130-0190	Tobacco Cessation	<a href="https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-130-0190">https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-130-0190</a>
410-130-0230	Administrative Medical Examinations and Reports	<a href="https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-130-0230">https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-130-0230</a>
410-130-0240	Medical Services	<a href="https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-130-0240">https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-130-0240</a>
410-130-0245	Early and Periodic Screening, Diagnostic and Treatment Program	<a href="https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-130-0245">https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-130-0245</a>
410-130-0580	Hysterectomies and Sterilization	<a href="https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-130-0580">https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-130-0580</a>
410-130-0585	Family Planning Services	<a href="https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-130-0585">https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-130-0585</a>
Chapter 410, Division 141	Oregon Health Plan	<a href="https://secure.sos.state.or.us/oard/displayDivisionRules.action?selectedDivision=1728">https://secure.sos.state.or.us/oard/displayDivisionRules.action?selectedDivision=1728</a>
410-141-3510	Provider Contracting and Credentialing	<a href="https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3510">https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3510</a>
410-141-3515	Network Adequacy	<a href="https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3515">https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3515</a>
410-141-3520	Record Keeping and Use of Health Information Technology	<a href="https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3520">https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3520</a>
410-141-3566	Telemedicine and Telehealth Delivered Health Service and Reimbursement Requirements	<a href="https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3566">https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3566</a>
410-141-3570	Managed Care Entity Encounter Claims Data Reporting	<a href="https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3570">https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3570</a>
410-141-3585	MCE Member Relations: Education and Information	<a href="https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3585">https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3585</a>
410-141-3820	Covered Services	<a href="https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3820">https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3820</a>
410-141-3820	Covered Services	<a href="https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3820">https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3820</a>
410-141-3825	Excluded Services and Limitations	<a href="https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3825">https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3825</a>
410-141-3830	Prioritized List of Health Services	<a href="https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3830">https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3830</a>
410-141-3835	MCE Service Authorization	<a href="https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3835">https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3835</a>

<b><i>Exhibit B – Statement of Work – Part 2 – Covered and Non-Covered Services</i></b>		
<b>OAR</b>	<b>Rule Title</b>	<b>Permanent Link to OAR</b>
410-141-3840	Emergency and Urgent Care Services	<a href="https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3840">https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3840</a>
410-141-3855	Pharmaceutical Services	<a href="https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3855">https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3855</a>
410-141-3870	Intensive Care Coordination	<a href="https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3870">https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3870</a>
410-141-3915	Grievances & Appeals: System Recordkeeping	<a href="https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3915">https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3915</a>
410-141-3920	Transportation: NEMT General Requirements	<a href="https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3920">https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3920</a>
410-141-3925	Transportation: Vehicle Equipment and Driver Standards	<a href="https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3925">https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3925</a>
410-141-3935	Transportation: Attendants for Child and Special Needs Transports	<a href="https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3935">https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3935</a>
410-141-3940	Transportation: Secured Transports	<a href="https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3940">https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3940</a>
410-141-3945	Transportation: Ground and Air Ambulance Transports	<a href="https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3945">https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3945</a>
410-141-3955	Transportation: Member Service Modifications and Rights	<a href="https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3955">https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3955</a>
410-141-3965	Reports and Documentation	<a href="https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3965">https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3965</a>
411-034-0000	Purpose (State Plan Personal Care Services)	<a href="https://secure.sos.state.or.us/oard/view.action?ruleNumber=411-034-0000">https://secure.sos.state.or.us/oard/view.action?ruleNumber=411-034-0000</a>
411-034-0090	Payment Limitations	<a href="https://secure.sos.state.or.us/oard/view.action?ruleNumber=411-034-0090">https://secure.sos.state.or.us/oard/view.action?ruleNumber=411-034-0090</a>

<b><i>Exhibit B – Statement of Work – Part 3 – Patient Rights and Responsibilities, Engagement and Choice</i></b>		
<b>OAR</b>	<b>Rule Title</b>	<b>Permanent Link to OAR</b>
410-141-3575	MCE Member Relations: Marketing	<a href="https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3575">https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3575</a>
410-141-3580	MCE Member Relations: Potential Member Information	<a href="https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3580">https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3580</a>
410-141-3585	MCE Member Relations: Education and Information	<a href="https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3585">https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3585</a>
410-141-3590	MCE Member Relations: Member Rights and Responsibilities	<a href="https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3590">https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3590</a>
410-141-3805	Mandatory MCE Enrollment Exceptions	<a href="https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3805">https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3805</a>
410-141-3810	Disenrollment from MCEs	<a href="https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3810">https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3810</a>

<b>Exhibit B – Statement of Work – Part 4 – Providers and Delivery Systems</b>		
<b>OAR</b>	<b>Rule Title</b>	<b>Permanent Link to OAR</b>
409-055-0000	Purpose and Scope (Patient-Centered Primary Care Homes)	<a href="https://secure.sos.state.or.us/oard/view.action?ruleNumber=409-055-0000">https://secure.sos.state.or.us/oard/view.action?ruleNumber=409-055-0000</a>
409-055-0090	Reimbursement Objectives	<a href="https://secure.sos.state.or.us/oard/view.action?ruleNumber=409-055-0090">https://secure.sos.state.or.us/oard/view.action?ruleNumber=409-055-0090</a>
410-123-1510	Additional Dental Care Benefits for Pregnant Individuals	<a href="https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-123-1510">https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-123-1510</a>
410-141-3510	Provider Contracting and Credentialing	<a href="https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3510">https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3510</a>
410-141-3515	Network Adequacy	<a href="https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3515">https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3515</a>
410-141-3560	Resolving Contract Disputes Between Health Care Entities and CCOs	<a href="https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3560">https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3560</a>
410-141-3565	Managed Care Entity Billing	<a href="https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3565">https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3565</a>
410-141-3805	Mandatory MCE Enrollment Exceptions	<a href="https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3805">https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3805</a>
410-141-3810	Disenrollment from MCEs	<a href="https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3810">https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3810</a>
410-141-3850	Transition of Care	<a href="https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3850">https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3850</a>
410-141-3860	Integration and Coordination of Care	<a href="https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3860">https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3860</a>
410-141-3865	Care Coordination Requirements	<a href="https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3865">https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3865</a>
410-141-3870	Intensive Care Coordination	<a href="https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3870">https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3870</a>
410-170-0090	BRS Types of Care	<a href="https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-170-0090">https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-170-0090</a>
410-180-0326	Background Check Requirements	<a href="https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-180-0326">https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-180-0326</a>

*Exhibit B, Parts 5 through 7 are reserved.*

<b>Exhibit B – Statement of Work – Part 8 – Accountability and Transparency of Operations</b>		
<b>OAR</b>	<b>Rule Title</b>	<b>Permanent Link to OAR</b>
409-025-0100	Definitions (All Claims All Payer Data Reporting Program)	<a href="https://secure.sos.state.or.us/oard/view.action?ruleNumber=409-025-0100">https://secure.sos.state.or.us/oard/view.action?ruleNumber=409-025-0100</a>
409-025-0160	Data Access and Release	<a href="https://secure.sos.state.or.us/oard/view.action?ruleNumber=409-025-0160">https://secure.sos.state.or.us/oard/view.action?ruleNumber=409-025-0160</a>
409-025-0170	Public Disclosure	<a href="https://secure.sos.state.or.us/oard/view.action?ruleNumber=409-025-0170">https://secure.sos.state.or.us/oard/view.action?ruleNumber=409-025-0170</a>
409-025-0190	Data Review Committee	<a href="https://secure.sos.state.or.us/oard/view.action?ruleNumber=409-025-0190">https://secure.sos.state.or.us/oard/view.action?ruleNumber=409-025-0190</a>



<b><i>Exhibit B – Statement of Work – Part 8 – Accountability and Transparency of Operations</i></b>		
<b>OAR</b>	<b>Rule Title</b>	<b>Permanent Link to OAR</b>
Chapter 409, Division 65	Sustainable Health Care Cost Growth Target Program	<a href="https://secure.sos.state.or.us/oard/displayDivisionRules.action?selectedDivision=5882">https://secure.sos.state.or.us/oard/displayDivisionRules.action?selectedDivision=5882</a>
409-070-0000	Scope and Purpose (Health Care Market Oversight Program)	<a href="https://secure.sos.state.or.us/oard/view.action?ruleNumber=409-070-0000">https://secure.sos.state.or.us/oard/view.action?ruleNumber=409-070-0000</a>
409-070-0085	Effective Date; Implementation	<a href="https://secure.sos.state.or.us/oard/view.action?ruleNumber=409-070-0085">https://secure.sos.state.or.us/oard/view.action?ruleNumber=409-070-0085</a>
410-120-1260	Provider Enrollment	<a href="https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-120-1260">https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-120-1260</a>
410-120-1280	Billing	<a href="https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-120-1280">https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-120-1280</a>
410-120-1295	Non-Participating Provider	<a href="https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-120-1295">https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-120-1295</a>
410-120-1300	Timely Submission of Claims	<a href="https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-120-1300">https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-120-1300</a>
410-120-1340	Payment	<a href="https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-120-1340">https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-120-1340</a>
410-120-1560	Provider Appeals	<a href="https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-120-1560">https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-120-1560</a>
410-141-3520	Record Keeping and Use of Health Information Technology	<a href="https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3520">https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3520</a>
410-141-3565	Managed Care Entity Billing	<a href="https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3565">https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3565</a>
410-141-3570	Managed Care Entity Encounter Claims Data Reporting	<a href="https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3570">https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3570</a>
410-141-3810	Disenrollment from MCEs	<a href="https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3810">https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3810</a>
410-141-3840	Emergency and Urgent Care Services	<a href="https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3840">https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3840</a>
410-141-5320	CCO Holding Company Regulation: Transactions Within Holding Company	<a href="https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-5320">https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-5320</a>
410-141-5325	CCO Holding Company Regulation: Director and Officer Liability; Effect of Control of CCO Subject to Registration; Board of Directors	<a href="https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-5325">https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-5325</a>
410-141-5310	CCO Holding Company Regulation: Presumption of Control; Rebuttal	<a href="https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-5310">https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-5310</a>
410-141-5315	CCO Holding Company Regulation: Disclaimer of Affiliation	<a href="https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-5315">https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-5315</a>
461-195-0301	Definitions (Liens, Overpayments and IPVs)	<a href="https://secure.sos.state.or.us/oard/view.action?ruleNumber=461-195-0301">https://secure.sos.state.or.us/oard/view.action?ruleNumber=461-195-0301</a>
461-195-0303	Personal Injury Claim	<a href="https://secure.sos.state.or.us/oard/view.action?ruleNumber=461-195-0303">https://secure.sos.state.or.us/oard/view.action?ruleNumber=461-195-0303</a>

<b><i>Exhibit B – Statement of Work – Part 8 – Accountability and Transparency of Operations</i></b>		
<b>OAR</b>	<b>Rule Title</b>	<b>Permanent Link to OAR</b>
461-195-0325	Release or Compromise of Lien	<a href="https://secure.sos.state.or.us/oard/view.action?ruleNumber=461-195-0325">https://secure.sos.state.or.us/oard/view.action?ruleNumber=461-195-0325</a>
461-195-0350	Procedure Where Injured Recipient is a Minor	<a href="https://secure.sos.state.or.us/oard/view.action?ruleNumber=461-195-0350">https://secure.sos.state.or.us/oard/view.action?ruleNumber=461-195-0350</a>
943-014-0010	Purpose (Privacy and Confidentiality)	<a href="https://secure.sos.state.or.us/oard/view.action?ruleNumber=943-014-0010">https://secure.sos.state.or.us/oard/view.action?ruleNumber=943-014-0010</a>
943-014-0300	Scope (Privacy and Confidentiality)	<a href="https://secure.sos.state.or.us/oard/view.action?ruleNumber=943-014-0300">https://secure.sos.state.or.us/oard/view.action?ruleNumber=943-014-0300</a>
943-014-0320	User Responsibility	<a href="https://secure.sos.state.or.us/oard/view.action?ruleNumber=943-014-0320">https://secure.sos.state.or.us/oard/view.action?ruleNumber=943-014-0320</a>
943-120-0100	Definitions (Provider Rules)	<a href="https://secure.sos.state.or.us/oard/view.action?ruleNumber=943-120-0100">https://secure.sos.state.or.us/oard/view.action?ruleNumber=943-120-0100</a>
943-120-0200	Authority System Administration	<a href="https://secure.sos.state.or.us/oard/view.action?ruleNumber=943-120-0200">https://secure.sos.state.or.us/oard/view.action?ruleNumber=943-120-0200</a>

<b><i>Exhibit B – Statement of Work – Part 9 – Program Integrity</i></b>		
<b>OAR</b>	<b>Rule Title</b>	<b>Permanent Link to OAR</b>
410-120-1396	Provider and Contractor Audits	<a href="https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-120-1396">https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-120-1396</a>
410-120-1510	Fraud and Abuse	<a href="https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-120-1510">https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-120-1510</a>
410-120-1580	Provider Appeals — Administrative Review	<a href="https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-120-1580">https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-120-1580</a>
410-141-3520	Record Keeping and Use of Health Information Technology	<a href="https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3520">https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3520</a>
410-141-3530	Sanctions	<a href="https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3530">https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3530</a>
410-141-3531	Sanctions for Failure to Comply with State or Federal Information Security or Privacy Laws	<a href="https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3531">https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3531</a>
410-141-3570	Managed Care Entity Encounter Claims Data Reporting	<a href="https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3570">https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3570</a>
410-141-3625	MCE Assessment: Authority to Audit Records	<a href="https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3625">https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3625</a>
410-141-3835	MCE Service Authorization	<a href="https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3835">https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3835</a>

***Exhibit B – Statement of Work – Part 10 – Transformation Reporting, Performance Measures and External Quality Review is reserved.***

<b><i>Exhibit C – Consideration</i></b>		
<b>OAR</b>	<b>Rule Title</b>	<b>Permanent Link to OAR</b>
309-019-0105	Definitions (Outpatient Behavioral Health Services)	<a href="https://secure.sos.state.or.us/oard/view.action?ruleNumber=309-019-0105">https://secure.sos.state.or.us/oard/view.action?ruleNumber=309-019-0105</a>

309-019-0145	Co-Occurring Mental Health and Substance Use Disorders (COD)	<a href="https://secure.sos.state.or.us/oard/view.action?ruleNumber=309-019-0145">https://secure.sos.state.or.us/oard/view.action?ruleNumber=309-019-0145</a>
Chapter 309, Division 65	Culturally and Linguistically Specific Services	<i>New rule effective 1/1/2023; permanent link to OAR not yet available</i>
Chapter 410, Division 120	Medical Assistance Programs	<a href="https://secure.sos.state.or.us/oard/displayDivisionRules.action?selectedDivision=1708">https://secure.sos.state.or.us/oard/displayDivisionRules.action?selectedDivision=1708</a>
410-130-0580	Hysterectomies and Sterilization	<a href="https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-130-0580">https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-130-0580</a>
410-141-3565	Managed Care Entity Billing	<a href="https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3565">https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3565</a>

**Exhibit D – Standard Terms and Conditions**

<b>OAR</b>	<b>Rule Title</b>	<b>Permanent Link to OAR</b>
Chapter 309, Division 12	Administrative Practice and Procedure	<a href="https://secure.sos.state.or.us/oard/displayDivisionRules.action?selectedDivision=1009">https://secure.sos.state.or.us/oard/displayDivisionRules.action?selectedDivision=1009</a>
Chapter 309, Division 14	Community Mental Health Programs	<a href="https://secure.sos.state.or.us/oard/displayDivisionRules.action?selectedDivision=1011">https://secure.sos.state.or.us/oard/displayDivisionRules.action?selectedDivision=1011</a>
Chapter 309, Division 15	Medicaid Payment for Inpatient Psychiatric Hospital Inpatient Services	<a href="https://secure.sos.state.or.us/oard/displayDivisionRules.action?selectedDivision=1012">https://secure.sos.state.or.us/oard/displayDivisionRules.action?selectedDivision=1012</a>
Chapter 309, Division 18	Residential Substance Use Disorders and Problem Gambling Treatment and Recovery Services	<a href="https://secure.sos.state.or.us/oard/displayDivisionRules.action?selectedDivision=1015">https://secure.sos.state.or.us/oard/displayDivisionRules.action?selectedDivision=1015</a>
Chapter 309, Division 19	Outpatient Behavioral Health Services	<a href="https://secure.sos.state.or.us/oard/displayDivisionRules.action?selectedDivision=1016">https://secure.sos.state.or.us/oard/displayDivisionRules.action?selectedDivision=1016</a>
Chapter 309, Division 22	Children & Adolescents: Intensive Treatment Services; Integrated Licenses; Children’s Emergency Safety Intervention Specialists	<a href="https://secure.sos.state.or.us/oard/displayDivisionRules.action?selectedDivision=1019">https://secure.sos.state.or.us/oard/displayDivisionRules.action?selectedDivision=1019</a>
Chapter 309, Division 32	Community Treatment and Support Services	<a href="https://secure.sos.state.or.us/oard/displayDivisionRules.action?selectedDivision=1026">https://secure.sos.state.or.us/oard/displayDivisionRules.action?selectedDivision=1026</a>
Chapter 309, Division 40	Adult Foster Homes	<a href="https://secure.sos.state.or.us/oard/displayDivisionRules.action?selectedDivision=1034">https://secure.sos.state.or.us/oard/displayDivisionRules.action?selectedDivision=1034</a>
Chapter 407, Division 45	Office of Training, Investigations and Safety – Adult Abuse	<a href="https://secure.sos.state.or.us/oard/displayDivisionRules.action?selectedDivision=1635">https://secure.sos.state.or.us/oard/displayDivisionRules.action?selectedDivision=1635</a>
Chapter 407, Division 46	Office of Training, Investigations and Safety – Child-In-Care Abuse	<a href="https://secure.sos.state.or.us/oard/displayDivisionRules.action?selectedDivision=6493">https://secure.sos.state.or.us/oard/displayDivisionRules.action?selectedDivision=6493</a>
Chapter 407, Division 47	Office of Training, Investigations and Safety – Child Abuse	<a href="https://secure.sos.state.or.us/oard/displayDivisionRules.action?selectedDivision=5419">https://secure.sos.state.or.us/oard/displayDivisionRules.action?selectedDivision=5419</a>

<b><i>Exhibit D – Standard Terms and Conditions</i></b>		
<b>OAR</b>	<b>Rule Title</b>	<b>Permanent Link to OAR</b>
410-120-1560	Provider Appeals	<a href="https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-120-1560">https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-120-1560</a>
410-120-1580	Provider Appeals — Administrative Review	<a href="https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-120-1580">https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-120-1580</a>

Chapter 410, Division 141	Oregon Health Plan	<a href="https://secure.sos.state.or.us/oard/displayDivisionRules.action?selectedDivision=1728">https://secure.sos.state.or.us/oard/displayDivisionRules.action?selectedDivision=1728</a>
410-141-3710	Contract Termination and Close-Out Requirements	<a href="https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3710">https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3710</a>

<b>Exhibit D – Standard Terms and Conditions</b>		
<b>OAR</b>	<b>Rule Title</b>	<b>Permanent Link to OAR</b>
410-141-5080	Financial Solvency Regulation: Transparency	<a href="https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-5080">https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-5080</a>

<b>Exhibit E – Required Federal Terms and Conditions</b>		
<b>OAR</b>	<b>Rule Title</b>	<b>Permanent Link to OAR</b>
199-005-0001	Definitions (Gifts)	<a href="https://secure.sos.state.or.us/oard/view.action?ruleNumber=199-005-0001">https://secure.sos.state.or.us/oard/view.action?ruleNumber=199-005-0001</a>
199-005-0030	Determining the Source of Gifts	<a href="https://secure.sos.state.or.us/oard/view.action?ruleNumber=199-005-0030">https://secure.sos.state.or.us/oard/view.action?ruleNumber=199-005-0030</a>
Chapter 407, Division 14	Privacy and Confidentiality	<a href="https://secure.sos.state.or.us/oard/displayDivisionRules.action?selectedDivision=1629">https://secure.sos.state.or.us/oard/displayDivisionRules.action?selectedDivision=1629</a>
410-120-1380	Compliance with Federal and State Statutes	<a href="https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-120-1380">https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-120-1380</a>
Chapter 943, Division 14	Privacy and Confidentiality	<a href="https://secure.sos.state.or.us/oard/displayDivisionRules.action?selectedDivision=4203">https://secure.sos.state.or.us/oard/displayDivisionRules.action?selectedDivision=4203</a>

<b>Exhibit F – Insurance Requirements</b>		
<b>OAR</b>	<b>Rule Title</b>	<b>Permanent Link to OAR</b>
None		

<b>Exhibit G – Reporting of Delivery System Network Providers, Cooperative Agreements, and Hospital Adequacy</b>		
<b>OAR</b>	<b>Rule Title</b>	<b>Permanent Link to OAR</b>
410-141-3515	Network Adequacy	<a href="https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3515">https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3515</a>

**Exhibit H – Value Based Payment is reserved.**

<b>Exhibit I – Grievance and Appeal System</b>		
<b>OAR</b>	<b>Rule Title</b>	<b>Permanent Link to OAR</b>
410-120-1860	Contested Case Hearing Procedures	<a href="https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-120-1860">https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-120-1860</a>
410-141-3585	MCE Member Relations: Education and Information	<a href="https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3585">https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3585</a>
410-141-3835	MCE Service Authorization	<a href="https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3835">https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3835</a>
410-141-3850	Transition of Care	<a href="https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3850">https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3850</a>
410-141-3875	MCE Grievances & Appeals: Definitions and General Requirements	<a href="https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3875">https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3875</a>
410-141-3880	Grievances & Appeals: Grievance Process Requirements	<a href="https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3880">https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3880</a>

<b><i>Exhibit I – Grievance and Appeal System</i></b>		
<b>OAR</b>	<b>Rule Title</b>	<b>Permanent Link to OAR</b>
410-141-3885	Grievances & Appeals: Notice of Action/Adverse Benefit Determination	<a href="https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3885">https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3885</a>
410-141-3890	Grievances & Appeals: Appeal Process	<a href="https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3890">https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3890</a>
410-141-3895	Grievances & Appeals: Expedited Appeal	<a href="https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3895">https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3895</a>
410-141-3900	Grievances & Appeals: Contested Case Hearings	<a href="https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3900">https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3900</a>
410-141-3905	Grievances & Appeals: Expedited Contested Case Hearings	<a href="https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3905">https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3905</a>
410-141-3910	Grievances & Appeals: Continuation of Benefits	<a href="https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3910">https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3910</a>
410-141-3915	Grievances & Appeals: System Recordkeeping	<a href="https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3915">https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3915</a>
410-141-3920	Transportation: NEMT General Requirements	<a href="https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3920">https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3920</a>

<b><i>Exhibit J – Health Information Technology</i></b>		
<b>OAR</b>	<b>Rule Title</b>	<b>Permanent Link to OAR</b>
410-120-1280	Billing	<a href="https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-120-1280">https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-120-1280</a>
410-141-3520	Record Keeping and Use of Health Information Technology	<a href="https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3520">https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3520</a>
410-141-3565	Managed Care Entity Billing	<a href="https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3565">https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3565</a>
410-141-3570	Managed Care Entity Encounter Claims Data Reporting	<a href="https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3570">https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3570</a>
410-141-3591	MCE Interoperability Requirements	<a href="https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3591">https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3591</a>
Chapter 943, Division 120	Provider Rules	<a href="https://secure.sos.state.or.us/oard/displayDivisionRules.action?selectedDivision=4208">https://secure.sos.state.or.us/oard/displayDivisionRules.action?selectedDivision=4208</a>

<b><i>Exhibit K – Social Determinants of Health and Equity</i></b>		
<b>OAR</b>	<b>Rule Title</b>	<b>Permanent Link to OAR</b>
410-141-3500	Definitions (Oregon Health Plan)	<a href="https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3500">https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3500</a>
410-141-3730	Community Health Assessment and Community Health Improvement Plans	<a href="https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3730">https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3730</a>
410-141-3735	Social Determinants of Health and Equity; Health Equity	<a href="https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3735">https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3735</a>
410-141-3845	Health-Related Services	<a href="https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3845">https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3845</a>

410-141-5000	Financial Solvency Regulation: Definitions	<a href="https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-5000">https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-5000</a>
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<b><i>Exhibit L – Solvency Plan, Financial Reporting, and Sustainable Rate of Growth</i></b>		
<b>OAR</b>	<b>Rule Title</b>	<b>Permanent Link to OAR</b>
410-141-5000	Financial Solvency Regulation: Definitions	<a href="https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-5000">https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-5000</a>
410-141-5005	Financial Solvency Regulation: CCO Financial Solvency Requirement	<a href="https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-5005">https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-5005</a>
410-141-5010	Financial Solvency Regulation: Procedure for General Financial Reporting and for Determining Financial Solvency Matters	<a href="https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-5010">https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-5010</a>
410-141-5015	Financial Solvency Regulation: Financial Statement Reporting	<a href="https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-5015">https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-5015</a>
410-141-5020	Financial Solvency Regulation: Annual Audited Financial Statements and Auditor’s Report	<a href="https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-5020">https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-5020</a>
410-141-5045	Financial Solvency Regulation: Corporate Governance Annual Disclosure Filing	<a href="https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-5045">https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-5045</a>
410-141-5050	Financial Solvency Regulation: Requirements for Reinsurance	<a href="https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-5050">https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-5050</a>
410-141-5055	Financial Solvency Regulation: Requirements for Obtaining Credit for Reinsurance	<a href="https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-5055">https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-5055</a>
410-141-5075	Financial Solvency Regulation: Disallowance of Certain Reinsurance Transactions	<a href="https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-5075">https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-5075</a>
410-141-5170	Capitalization: Capital and Surplus	<a href="https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-5170">https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-5170</a>
410-141-5180	Capitalization: Dividend and Distribution Restrictions	<a href="https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-5180">https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-5180</a>
410-141-5185	Capitalization: Restricted Reserve Account	<a href="https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-5185">https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-5185</a>
410-141-5195	Capitalization: Risk-based Capital (RBC) Definitions	<a href="https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-5195">https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-5195</a>
410-141-5200	Capitalization: RBC Reports	<a href="https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-5200">https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-5200</a>
410-141-5205	Capitalization: Company Action Level Event	<a href="https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-5205">https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-5205</a>
410-141-5220	Capitalization: Mandatory Control Level Event	<a href="https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-5220">https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-5220</a>
410-141-5225	Reporting and Approval of Certain Transactions: Extraordinary Dividends and Other Distributions	<a href="https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-5225">https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-5225</a>
410-141-5240	Reporting and Approval of Certain Transactions: Materiality and Reporting Standards for Changes in Ceded Reinsurance Agreements	<a href="https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-5240">https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-5240</a>



<b><i>Exhibit L – Solvency Plan, Financial Reporting, and Sustainable Rate of Growth</i></b>		
<b>OAR</b>	<b>Rule Title</b>	<b>Permanent Link to OAR</b>
410-141-5245	Examinations: CCO Production of Books and Records	<a href="https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-5245">https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-5245</a>
410-141-5250	Examinations: Authority Examinations of CCOs	<a href="https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-5250">https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-5250</a>
410-141-5300	CCO Holding Company Regulation: Registration Statement Filing	<a href="https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-5300">https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-5300</a>
410-141-5320	CCO Holding Company Regulation: Transactions Within Holding Company	<a href="https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-5320">https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-5320</a>
410-141-5330	CCO Holding Company Regulation: Annual Enterprise Risk Report	<a href="https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-5330">https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-5330</a>
410-141-5380	Civil Penalties	<a href="https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-5380">https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-5380</a>

<b><i>Exhibit M – Behavioral Health</i></b>		
<b>OAR</b>	<b>Rule Title</b>	<b>Permanent Link to OAR</b>
Chapter 309, Division 18	Residential Substance Use Disorders and Problem Gambling Treatment and Recovery Services	<a href="https://secure.sos.state.or.us/oard/displayDivisionRules.action?selectedDivision=1015">https://secure.sos.state.or.us/oard/displayDivisionRules.action?selectedDivision=1015</a>
Chapter 309, Division 19	Outpatient Behavioral Health Services	<a href="https://secure.sos.state.or.us/oard/displayDivisionRules.action?selectedDivision=1016">https://secure.sos.state.or.us/oard/displayDivisionRules.action?selectedDivision=1016</a>
309-019-0105	Definitions (Outpatient Behavioral Health Services)	<a href="https://secure.sos.state.or.us/oard/view.action?ruleNumber=309-019-0105">https://secure.sos.state.or.us/oard/view.action?ruleNumber=309-019-0105</a>
309-019-0135	Entry and Assessment	<a href="https://secure.sos.state.or.us/oard/view.action?ruleNumber=309-019-0135">https://secure.sos.state.or.us/oard/view.action?ruleNumber=309-019-0135</a>
309-019-0162	Youth Wraparound Definitions	<a href="https://secure.sos.state.or.us/oard/view.action?ruleNumber=309-019-0162">https://secure.sos.state.or.us/oard/view.action?ruleNumber=309-019-0162</a>
309-019-0163	Youth Wraparound Program Rules	<a href="https://secure.sos.state.or.us/oard/view.action?ruleNumber=309-019-0163">https://secure.sos.state.or.us/oard/view.action?ruleNumber=309-019-0163</a>
309-019-0225	Assertive Community Treatment (ACT) Definitions	<a href="https://secure.sos.state.or.us/oard/view.action?ruleNumber=309-019-0225">https://secure.sos.state.or.us/oard/view.action?ruleNumber=309-019-0225</a>
309-019-0275	Individual Placement and Support (IPS) Supported Employment Overview	<a href="https://secure.sos.state.or.us/oard/view.action?ruleNumber=309-019-0275">https://secure.sos.state.or.us/oard/view.action?ruleNumber=309-019-0275</a>
309-019-0295	Reporting Requirements	<a href="https://secure.sos.state.or.us/oard/view.action?ruleNumber=309-019-0295">https://secure.sos.state.or.us/oard/view.action?ruleNumber=309-019-0295</a>
309-019-0300	Service Requirements	<a href="https://secure.sos.state.or.us/oard/view.action?ruleNumber=309-019-0300">https://secure.sos.state.or.us/oard/view.action?ruleNumber=309-019-0300</a>
309-019-0320	Documentation Requirements	<a href="https://secure.sos.state.or.us/oard/view.action?ruleNumber=309-019-0320">https://secure.sos.state.or.us/oard/view.action?ruleNumber=309-019-0320</a>
Chapter 309, Division 22	Children & Adolescents: Intensive Treatment Services; Integrated Licenses; Children’s Emergency Safety Intervention Specialists	<a href="https://secure.sos.state.or.us/oard/displayDivisionRules.action?selectedDivision=1019">https://secure.sos.state.or.us/oard/displayDivisionRules.action?selectedDivision=1019</a>
309-022-0155	General Staffing Requirements	<a href="https://secure.sos.state.or.us/oard/view.action?ruleNumber=309-022-0155">https://secure.sos.state.or.us/oard/view.action?ruleNumber=309-022-0155</a>

<b><i>Exhibit M – Behavioral Health</i></b>		
<b>OAR</b>	<b>Rule Title</b>	<b>Permanent Link to OAR</b>
309-032-0850	Purpose (Community Treatment and Support Services)	<a href="https://secure.sos.state.or.us/oard/view.action?ruleNumber=309-032-0850">https://secure.sos.state.or.us/oard/view.action?ruleNumber=309-032-0850</a>
309-032-0870	Standards for Approval of Regional Acute Care Psychiatric Service	<a href="https://secure.sos.state.or.us/oard/view.action?ruleNumber=309-032-0870">https://secure.sos.state.or.us/oard/view.action?ruleNumber=309-032-0870</a>
309-033-0200	Statement of Purpose and Statutory Authority (Involuntary Commitment Proceedings)	<a href="https://secure.sos.state.or.us/oard/view.action?ruleNumber=309-033-0200">https://secure.sos.state.or.us/oard/view.action?ruleNumber=309-033-0200</a>
309-033-0640	Involuntary Administration of Significant Procedures to a Committed Person With Good Cause	<a href="https://secure.sos.state.or.us/oard/view.action?ruleNumber=309-033-0640">https://secure.sos.state.or.us/oard/view.action?ruleNumber=309-033-0640</a>
309-033-0740	Variances	<a href="https://secure.sos.state.or.us/oard/view.action?ruleNumber=309-033-0740">https://secure.sos.state.or.us/oard/view.action?ruleNumber=309-033-0740</a>
309-091-0000	Purpose and Scope (State Hospital Admissions and Discharges)	<a href="https://secure.sos.state.or.us/oard/view.action?ruleNumber=309-091-0000">https://secure.sos.state.or.us/oard/view.action?ruleNumber=309-091-0000</a>
309-091-0015	Determining Need for State Hospital Care	<a href="https://secure.sos.state.or.us/oard/view.action?ruleNumber=309-091-0015">https://secure.sos.state.or.us/oard/view.action?ruleNumber=309-091-0015</a>
309-091-0050	Other Forensic Discharges	<a href="https://secure.sos.state.or.us/oard/view.action?ruleNumber=309-091-0050">https://secure.sos.state.or.us/oard/view.action?ruleNumber=309-091-0050</a>
410-141-3515	Network Adequacy	<a href="https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3515">https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3515</a>
410-141-3585	MCE Member Relations: Education and Information	<a href="https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3585">https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3585</a> d
410-141-3835	MCE Service Authorization	<a href="https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3835">https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3835</a>
410-141-3840	Emergency and Urgent Care Services	<a href="https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3840">https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3840</a>
410-141-3860	Integration and Coordination of Care	<a href="https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3860">https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3860</a>
410-141-3870	Intensive Care Coordination	<a href="https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3870">https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3870</a>
410-172-0690	Admission Procedure for Psychiatric Residential Treatment Services for Children	<a href="https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-172-0690">https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-172-0690</a>
Chapter 415, Division 12	Licensure of Substance Use Disorders and Problem Gambling Residential Treatment and Recovery Services	<a href="https://secure.sos.state.or.us/oard/displayDivisionRules.action?selectedDivision=1922">https://secure.sos.state.or.us/oard/displayDivisionRules.action?selectedDivision=1922</a>
Chapter 415, Division 20	Standards for Outpatient Opioid Treatment Programs	<a href="https://secure.sos.state.or.us/oard/displayDivisionRules.action?selectedDivision=1923">https://secure.sos.state.or.us/oard/displayDivisionRules.action?selectedDivision=1923</a>
Chapter 415, Division 50	Standards for Alcohol Detoxification Centers	<a href="https://secure.sos.state.or.us/oard/displayDivisionRules.action?selectedDivision=1924">https://secure.sos.state.or.us/oard/displayDivisionRules.action?selectedDivision=1924</a>

<b><i>Exhibit N – Privacy and Security</i></b>		
<b>OAR</b>	<b>Rule Title</b>	<b>Permanent Link to OAR</b>

Chapter 407, Division 14	Privacy and Confidentiality	<a href="https://secure.sos.state.or.us/oard/displayDivisionRules.action?selectedDivision=1629">https://secure.sos.state.or.us/oard/displayDivisionRules.action?selectedDivision=1629</a>
410-141-3530	Sanctions	<a href="https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3530">https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3530</a>
410-141-3531	Sanctions for Failure to Comply with State or Federal Information Security or Privacy Laws	<a href="https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3531">https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3531</a>
Chapter 943, Division 14	Privacy and Confidentiality	<a href="https://secure.sos.state.or.us/oard/displayDivisionRules.action?selectedDivision=4203">https://secure.sos.state.or.us/oard/displayDivisionRules.action?selectedDivision=4203</a>

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**Exhibit C – Attachment 1**  
***CCO Payment Rates***

**Exhibit D – Attachment 1**

***Deliverables and Required Notices***

*[Pursuant to Section 4.3.5.1 in General Provisions, this Exhibit D-Attachment 1 only identifies those Reports where Contractor’s obligation is not the same as for the Medicaid Contract. Contractor shall rely on Exhibit D-Attachment 1 provided with Contractor’s Medicaid Contract for all other Reports.]*