



OREGON
HEALTH
AUTHORITY

NON-MEDICAID

Amended and Restated

HEALTH PLAN SERVICES CONTRACT

Coordinated Care Organization

Contract # «NonMedicaid_Contract_»-«NM_2025_restatement»

with

«Registered_Name» «Registered_ABN»

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Coordinated Care Organization – Amended and Restated

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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, 2025 (“2025 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 2025 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”), Contractor shall provide health care services to individuals enrolled in the programs specified in Section 1.1.2 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 and OHP Bridge-BHP Contracts, this Contract may at times be referred to as the “Non-Medicaid Contract.”

1.1.1. 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 substantively 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 or OHP Bridge-BHP Members.

- 1.1.2.** 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:
- 1.1.2.1. 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 for which this Contract was named in Contract Years one and two (2021 and 2022).
 - 1.1.2.2. 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
 - 1.1.2.3. 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.
- 1.1.3.** 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 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 2025 amended and restated Contract is Contract Year five 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 one successive Contract Year following Contract Year five. 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

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.
- 3.3.** Contractor shall comply with any and all new Oregon administrative rules that may be adopted during Contract Year five (2025) that are related to Member Enrollment.

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:

Exhibit A:	Definitions
Exhibit B:	Statement of Work
Exhibit C:	Consideration*
Exhibit D:	Standard Terms and Conditions**
Exhibit E:	Federal Terms and Conditions
Exhibit F:	Insurance Requirements
Exhibit G:	Reporting of Delivery System Network Providers, Cooperative Agreements, and Hospital Adequacy
Exhibit H:	[Reserved]
Exhibit I:	Grievance and Appeal System
Exhibit J:	Health Information Technology
Exhibit K:	Social Determinants of Health and Health Equity
Exhibit L:	Solvency Plan, Financial Reporting, and Sustainable Rate of Growth
Exhibit M:	Behavioral Health
Exhibit N:	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.** *The terms and conditions of Section 4.1.1 in the General Provisions in the Medicaid Contract are incorporated by reference and have the same force and effect as though they are fully set forth herein.*
- 4.1.2.** This Contract is substantively similar to the separate 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 and paragraphs within this Contract that are identical to the Medicaid Contract, the corresponding exhibit, section, or paragraph from the Medicaid Contract is incorporated by reference as though fully set forth in such Exhibits or individual sections or paragraphs. In the event an Exhibit or individual section or paragraph 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 Secs. 4.1 and 4.1.1 of these General Provisions.

4.2. Administration of Contract

The terms and conditions of Section 4.2 in the General Provisions in the Medicaid Contract are incorporated by reference and have the same force and effect as though they are fully set forth herein.

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 Ex. B, Part 1 and the CHP Progress Report Guidance template, which is first referenced in Ex. N, the apparent conflicting provision in Ex. 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 is either (a) expected to have de minimis impact on CCO finances and operations; or (b) 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 statutes, 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 25 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.

[Remainder of page intentionally left blank]

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 Co. _____

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 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:

Emma Sandoe, PhD, 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 6, 2024; 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 of this Contract,
- 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.

“2025 A&R Effective Date” means the date on which this Contract became effective, as amended and restated for Contract Year five, which is January 1, 2025.

“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.

“Healthier Oregon Program” and **“HOP”** 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 Members” and **“HOP Members”** 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

Coordinated Care Organization – Amended and Restated

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” means this Contract.

“Oregon Health Plan Bridge-Basic Health Program Contract” and **“OHP Bridge-BHP Contract”** each means the Health Plan Services Contract, Coordinated Care Organization Contract # «BHP_Contract_» effective July 1, 2024, under which Contractor provides services substantially similar to those covered under the Medicaid and Non-Medicaid Contracts to individuals entitled to such services in accordance with OAR 410-200-0438 and in the same Service Area as both of the aforementioned contracts.

“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.

“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.

[Remainder of page intentionally left blank]

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

1. Governing Board and Governance Structure

The terms and conditions of Section 1, 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.

2. Clinical Advisory Panel

The terms and conditions of Section 2, 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.

3. [RESERVED]

4. Innovator Agent and Learning Collaborative

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.

[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

a. *The terms and conditions of Paragraph a 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.*

b. *The terms and conditions of Paragraph b 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 except for Subparagraph (10), which is provided below.*

(10) Contractor shall pay Indian Health Care Providers as specified in Ex. B, Pt. 8, Sec. 5, Para. g. Further, OHA will provide a Guidance Document to assist Contractor with complying with IHCP payment requirements, including information about which services are excluded from the IHS and PPS encounter rates. Contractor shall comply with all other applicable payment obligations relating to IHCPs as set forth in 25 USC § 1621e and 42 CFR § 438.14(b)(2) and (c);

c. *The terms and conditions of Paragraph c 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: 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: 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. **[RESERVED]**

- c. **[RESERVED]**
- d. *The terms and conditions of Paragraph d of Section 7, 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.*
- e. *The terms and conditions of Paragraph e of Section 7, 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.*
- f. *The terms and conditions of Paragraph f of Section 7, 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.*
- g. *The terms and conditions of Paragraph g of Section 7, 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.*

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 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) The portion of the HOP benefit package administered under Contractor’s separate Medicaid Contract, which is paid with Emergency Health Benefit Funding (“EHB”);
 - (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; and
 - (6) HRSN Services for Members who are enrolled with Contractor, but for whom HRSN Services are the responsibility of OHA’s FFS Program, consistent with OAR 410-141-3826.
- b.** Contractor shall assist its Members in gaining access to certain Behavioral Health services that are Carve-Out Services, including but not limited to the following:
- (1) Mental health drugs specified in OAR 410-141-3855¹ that include but are not limited to 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 group home reimbursed for Members under 21 years of age;
 - (3) Behavior Rehabilitation Services that are paid with State of Oregon general funds under this Non-Medicaid Contract, regulated by OHA in accordance with the State Medicaid Plan, and administered by ODHS Child Welfare, the Oregon Youth Authority, and OHA;
 - (4) Investigation of Members for Civil Commitment;
 - (5) Long Term Psychiatric Care for Members 18 years of age and older;
 - (6) Preadmission screening and resident review for Members seeking admission to a LTPC;
 - (7) 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;
 - (8) Personal care in adult foster homes for Members 18 years of age and older;
 - (9) Residential mental health services for Members 18 years of age and older provided in licensed Community treatment programs;
 - (10) Abuse investigations and protective services as described in OAR Chapter 943, Division 45 and ORS 430.735 through 430.765;
 - (11) Personal care services as described in OARs 411-034-0000 through 411-034-0090, 410-172-0076 through 410-172-0800, and 410-173-0105 through 410-173-0110; and
 - (12) Enhanced Care Services and Enhanced Care Outreach Services as described in OAR 309-019-0155.

10. Non-Covered Health Services without Care Coordination

¹ This existing OAR may be updated prior to 1/1/2025 to add a new carved-out mental health drug.

- 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:
- (1) 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; and
 - (2) HRSN Services are not covered under their dental-only benefits.

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.** The complete HOP benefit package provided to eligible individuals is equivalent to the OHP Plus benefit package. Some of the benefits in the HOP benefit package are provided and paid under this Non-Medicaid Contract while other benefits are provided and paid under Contractor's separate Medicaid Contract. The portion of the HOP benefit package paid under this Non-Medicaid Contract is paid with Supplemental Health Benefit State Funding and is referred to as "**SHB Funding**." SHB Funding is comprised of State of Oregon funds only. The portion of the HOP benefit package paid under Contractor's separate Medicaid Contract is paid with Emergency Health Benefit Funding and is referred to as "**EHB Funding**." EHB Funding is

comprised of federal Medicaid and CHIP funds and State funds to pay for certain emergency, pregnancy, and post-partum services.

(1) EHB paid under Contractor’s Medicaid Contract expressly excludes ILOS described in Section 11 of Ex. B, Part 2 of the Medicaid Contract and organ transplants described in OAR Chapter 410, Division 124. Accordingly, ILOS and organ transplants are included in the SHB paid for under this Contract with SHB Funding only.

b. In some instances, the State pays for all OHP Plus-equivalent benefits provided to certain HOP Members under this Contract using only SHB Funds.

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

The terms and conditions of Section 15, 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.

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

The terms and conditions of Section 16, 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.

17. [RESERVED]

[Remainder of page intentionally left blank]

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, and searchable 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. *The terms and conditions of Paragraph b of Section 6, 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.*

c. *The terms and conditions of Paragraph c of Section 6, 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.*

- d. In order to be included in Contractor’s Provider directory, Contractor’s Providers, whether employed by Contractor or providing services under a Network Provider agreement with Contractor (or a Subcontractor or Downstream Entity), must have agreed to provide the Covered Services or items to its Members.
- e. *The terms and conditions of Paragraph e of Section 6, 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.*
- f. *The terms and conditions of Paragraph f of Section 6, 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.*
- g. *The terms and conditions of Paragraph g of Section 6, 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.*
- h. *The terms and conditions of Paragraph h of Section 6, 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.*
- i. *The terms and conditions of Paragraph i of Section 6, 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.*
- j. *The terms and conditions of Paragraph j of Section 6, 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.*
- k. *The terms and conditions of Paragraph k of Section 6, 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.*

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

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.

- a.** 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. Contractor shall make Covered Services available twenty-four (24) hours a day, seven (7) days a week, when Medically Appropriate as set forth in OAR 410-141-3515. In the case of HRSN Services, Contractor shall make such Services available in accordance with OAR 410-120-2020.

- (1)** For Members requiring Medication Assisted Treatment (MAT), Contractor shall:
- (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.
- (2)** 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

- (3) 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. *The terms and conditions of Paragraph b of Section 2, 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.*
 - c. *The terms and conditions of Paragraph c of Section 2, 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.*
 - d. *The terms and conditions of Paragraph d of Section 2, 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.*
 - e. *The terms and conditions of Paragraph e of Section 2, 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.*
 - f. *The terms and conditions of Paragraph f of Section 2, 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.*
 - g. *The terms and conditions of Paragraph g of Section 2, 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.*
 - h. *The terms and conditions of Paragraph h of Section 2, 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.*
 - i. *The terms and conditions of Paragraph i of Section 2, 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.*

- j.** *The terms and conditions of Paragraph j of Section 2, 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.*
- k.** *The terms and conditions of Paragraph k of Section 2, 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.*
- l.** *The terms and conditions of Paragraph l of Section 2, 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.*
- m.** *The terms and conditions of Paragraph m of Section 2, 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.*
- n.** *The terms and conditions of Paragraph n of Section 2, 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.*
- o.** *The terms and conditions of Paragraph o of Section 2, 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.*
- p.** *The terms and conditions of Paragraph p of Section 2, 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.*
- q.** *The terms and conditions of Paragraph q of Section 2, 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.*
- r.** **[RESERVED]**
- s.** *The terms and conditions of Paragraph s of Section 2, 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.*
- t.** *The terms and conditions of Paragraph t of Section 2, 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.*
- u.** *The terms and conditions of Paragraph u of Section 2, 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.*
- v.** *The terms and conditions of Paragraph v of Section 2, 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.*
- w.** *The terms and conditions of Paragraph w of Section 2, 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.*

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 employed by Contractor or provide services under a Network Provider agreement with Contractor, undergo and meet the requirements for, and pass the background check required of for THWs, as described in OAR 950-060-0070;
- (7)** Ensure that all health care interpreters, whether for spoken or signed languages, are Qualified or Certified Health Care Interpreters in accordance with OAR Chapter 950, Division 50 and that sign language interpreters are licensed pursuant to ORS 676.750 through 676.789 and 676.992 and in accordance with OAR Chapter 816;

- (8) Terminate its Network Provider agreement with a Provider immediately upon receipt of Legal Notice from the State that a Provider is precluded from being enrolled as a Medicaid Provider; and
- (9) 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. *The terms and conditions of Paragraph b of Section 4, 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.*

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. Indian Health Care Providers

a. With respect to Indian Health Care Providers (IHCPs), Contractor shall:

- (1) Offer contracts to all Medicaid eligible IHCPs in its Service Area;
- (2) Provide CCO-enrolled Indian Health Services beneficiaries who have been seen and referred by IHCPs with access to specialty and primary care within Contractor’s Provider Network. The CCO-enrolled Indian Health Services beneficiaries must be provided with such access regardless of whether a referring IHCP is one of Contractor’s Network Providers;
- (3) **[RESERVED]**; and
- (4) Contractors and IHCPs interested in entering into a contract must reach an agreement on the terms of the contract within six months of expression of interest or initial discussion between Contractor and an IHCP, unless an extension is agreed to in writing upon by both parties.
 - (a) If Contractor and an IHCP do not reach an agreement on the terms of the contract within six months, the IHCP may request the assistance of a State representative to assist with negotiation of the contract.
 - (b) The State will use an informal process to facilitate an in-person meeting with Contractor and the IHCP to assist with the resolution of issues.
 - (c) If an informal process does not lead to an agreement, Contractor and the IHCP will use the existing dispute resolution process described in OAR 410-141-3560. The informal process shall be used as guidance and will not be binding.
 - (d) Upon agreement of terms Contractor and the IHCP must finalize and approve the contract within ninety (90) days of reaching an agreement.

8. Care Coordination

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. Care Integration

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. Delivery System Dependencies

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. Evidence-Based Clinical Practice Guidelines

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. Subcontract Requirements

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

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.

14. Adjustments in Service Area or Enrollment

The terms and conditions of Section 14, 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.

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

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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

- a. *The terms and conditions of Paragraph a 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.*
- b. *The terms and conditions of Paragraph b 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.*
- c. *The terms and conditions of Paragraph c 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.*
- d. *The terms and conditions of Paragraph d 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.*
- e. *The terms and conditions of Paragraph e 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.*
- f. *The terms and conditions of Paragraph f 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.*
- g. Contractor shall pay Indian Health Care Providers for Covered Services provided to those Members who are eligible to receive services from such Providers under the otherwise applicable provisions of this Contract, including but not limited to the Non-Participating Provider provisions in OAR 410-120-1295.
- h. **[RESERVED]**

- i. *The terms and conditions of Paragraph i 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.*
 - j. *The terms and conditions of Paragraph j 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.*
 - k. *The terms and conditions of Paragraph k 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.*
 - l. *The terms and conditions of Paragraph l 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.*
 - m. *The terms and conditions of Paragraph m 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. **Health Care Market Oversight Program**
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. **Administrative Performance Program: Valid Encounter Claims Data**
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. **Encounter Data Submission Processes**
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. **Additional Encounter Data Submission Requirements: Non-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. **Pharmacy Encounter Data**
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. Administrative Performance Standard

The terms and conditions of Section 15, 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.

16. [RESERVED]**17. [RESERVED]****18. Third Party Liability, Excluding 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. Personal Injury Liens

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 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. Disclosure of Other Ownership Interests

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. Certain Changes in Control Requiring Pre-Approval from OHA

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. Subrogation

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.

24. Contractor's Governing Board

The terms and conditions of Section 24, 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.

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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. *The terms and conditions of Paragraph a of Section 1, Exhibit C in the Medicaid Contract are incorporated by reference and have the same force and effect as though they are fully set forth herein.*
- b. *The terms and conditions of Paragraph b of Section 1, Exhibit C in the Medicaid Contract are incorporated by reference and have the same force and effect as though they are fully set forth herein.*
- c. *The terms and conditions of Paragraph c of Section 1, Exhibit C in the Medicaid Contract are incorporated by reference and have the same force and effect as though they are fully set forth herein.*
- 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 to include terms and conditions in their managed care contracts that require managed care organizations, such as Contractor and other CCOs, to pay certain providers for specific services, programs, initiatives, or other matters. The CCO Payment Rates that Contractor is paid under its Medicaid Contract have the sums attributable to the QDPs (which are based on actuarially sound calculations) payable under the Medicaid Contract built into the CCO Payment Rates (“**QDPs within CCO Payment Rates**”). In accordance with 42 CFR §438.6(c), QDPs within CCO Payment Rates are subject to prior written approval from CMS. The states, including OHA, obtains approval from CMS by submitting a request using a templated form called a “Preprint.” Contractor’s separate Medicaid Contract also includes QDPs that must align with State Plan payment rates, but those QDPs are not subject to approval from CMS.

Under this Non-Medicaid Contract, Contractor is required to make directed payments related to certain QDPs in the Medicaid Contract. These directed payments are reflected in the CCO Payment Rates set forth in the attached Exhibit C-Attachment 1 to this Non-Medicaid Contract and are described in Sub-Sub.Paras. (a) – (f) of Sub.Para. (1) below of this Para. d. All of the foregoing QDPs are also included in and required to be paid out under Contractor’s separate Medicaid Contract and the amounts payable thereunder shall be based on the services provided under and data related to the Medicaid Contract only.

OHA will provide a Guidance Document to assist Contractor with complying with the QDPs in Sub-Sub.Paras. (a) – (f) of Sub.Para. (1) below and the flexibility relating to Alternative Payment Methodologies in Sub.Para. (2) below.

- (1) The QDPs required to be paid out under this Non-Medicaid Contract are as follows:
 - (a) **“Increased Payments for Assertive Community Treatment (ACT), Supported Employment Services (SE), Outpatient Mental Health Treatment and Services (OP MH), and Outpatient Substance Use Disorder Treatment and Services (OP SUD) for Primarily Medicaid Providers.”** The terms and conditions applicable to the foregoing QDP are set forth in Ex. C, Sec. 1, Para. d, Sub.Para. (2), Sub-Sub.Para. (a) of the Medicaid Contract and are incorporated by reference in this Sub-Sub.Para. (a) as though fully set forth herein.

- (b) **“Culturally and Linguistically Specific Services (CLSS) Payment Increase for BH Participating Providers.”** The terms and conditions applicable to the foregoing QDP are set forth in Ex. C, Sec. 1, Para. d, Sub.Para. (2), Sub-Sub.Para. (b) of the Medicaid Contract and are incorporated by reference in this Sub-Sub.Para. (b) and as though fully set forth herein.
 - (c) **“Culturally and Linguistically Specific Services (CLSS) Payment Increase for Traditional Health Workers (THWs).”** The terms and conditions applicable to the foregoing QDP are set forth in Ex. C, Sec. 1, Para. d, Sub.Para. (2), Sub-Sub.Para. (c) of the Medicaid Contract and are incorporated by reference in this Sub-Sub.Para. (c) as though fully set forth herein.
 - (d) **“Co-Occurring Disorder (COD) Services Payment Increase.”** The terms and conditions applicable to the foregoing QDP are set forth in Ex. C, Sec. 1, Para. d, Sub.Para. (2), Sub-Sub.Para. (d) of the Medicaid Contract and are incorporated by reference in this Sub-Sub.Para. (d) as though fully set forth herein.
 - (e) **“Dental Services Add-on Payment.”** The terms and conditions applicable to the foregoing QDP are set forth in Ex. C, Sec. 1, Para. d, Sub.Para. (2), Sub-Sub.Para. (e) of the Medicaid Contract and are incorporated by reference in this Sub-Sub.Para. (e) as though fully set forth herein.
 - (f) **“Minimum Fee Schedule for Providers of Residential SUD, ABA, Mobile Crisis Services, Mobile Crisis Intervention Services, and Wraparound.”** The terms and conditions applicable to the foregoing QDP are set forth in Ex. C, Sec. 1, Para. d, Sub.Para. (2), Sub-Sub.Para. (h) of the Medicaid Contract and are incorporated by reference in this Sub-Sub.Para. (f) as though fully set forth herein.
- (2) **“Alternative Payment Methodologies (APMs).”** The terms and conditions applicable to the foregoing flexibility relating to QDPs is set forth in Ex. C, Sec. 1, Para. d, Sub.Para. (2), Sub-Sub.Para. (i) of the Medicaid Contract and are incorporated by reference in this Sub.Para. (2) as though fully set forth herein.
 - (3) For the purpose of awareness only, Contractor’s Medicaid Contract includes two QDPs that will utilize data relating to services provided to all (i) Non-Medicaid Members covered by this Non-Medicaid Contract (e.g., HOP, COFA Dental Program, and Veteran Dental Program), (ii) Medicaid Members covered under Contractor’s separate Medicaid Contract; and (iii) OHP Bridge-BHP Members covered under Contractor’s separate OHP Bridge-BHP Contract. Those QDPs are called the “New Dental Provider Incentive” and “Existing Dental Provider Access Incentive,” the terms and conditions of which are set forth in Ex. C, Sec. 1, Para. d, Sub.Para. (2), Sub-Sub.Paras. (f) and (g), respectively, of the Medicaid Contract. However, Contractor is not required to make any payments for the foregoing QDPs under this Non-Medicaid Contract
 - (4) All payments payable under this Non-Medicaid Contract shall be made after OHA receives CMS approval for the QDPs included in the Medicaid Contract. OHA shall notify Contractor of such approval via Administrative Notice.
- 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 terms and conditions of Paragraph a of Section 3, Exhibit C in the Medicaid Contract are incorporated by reference and have the same force and effect as though they are fully set forth herein.*
- 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. *The terms and conditions of Paragraph c of Section 3, Exhibit C in the Medicaid Contract are incorporated by reference and have the same force and effect as though they are fully set forth herein.*
- d. *The terms and conditions of Paragraph d of Section 3, Exhibit C in the Medicaid Contract are incorporated by reference and have the same force and effect as though they are fully set forth herein.*
- 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' EHB covered under Contractor's separate Medicaid Contract.
 - (1) OHA will apply the "HOP MAGI Pregnant and Postpartum (HOP PWO)" rates set forth in Exhibit C-Attachment 1 of this Contract as of the 2025 A&R Effective Date.
 - (2) In the event CHIP administrative funds have been exhausted or other factors prevent OHA from continuing to issue payments under Contractor's separate Medicaid Contract for the HOP PWO population, OHA will instead pay Contractor for all postpartum HOP Members according to the "HOP Postpartum Contingent" rates set forth in Exhibit C-Attachment 1.
 - (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 under Contractor's separate Medicaid Contract until after the effective date of such unavailability. Consequently, the change to the

contract under which Contractor is paid for postpartum HOP Members may require OHA to make coordinated retroactive adjustments in order to recoup Medicaid Contract payments and issue Non-Medicaid Contract 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 days (30) prior written notice of any Reprocessing and the enactment of prospective payments under this Non-Medicaid Contract. 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.** *The terms and conditions of Paragraph f of Section 3, Exhibit C in the Medicaid Contract are incorporated by reference and have the same force and effect as though they are fully set forth herein.*

4. Timing of CCO Payments

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

5. Settlement of Accounts

- a.** *The terms and conditions of Paragraph a of Section 5, Exhibit C in the Medicaid Contract are incorporated by reference and have the same force and effect as though they are fully set forth herein.*
- 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, the Medicaid Contract, or the OHP Bridge-BHP Contract (or any combination thereof) to the extent that Sanctions imposed under this Contract, the Medicaid Contract, or the OHP Bridge-BHP Contract (or any combination thereof) include suspending or withholding Payments.
- c.** *The terms and conditions of Paragraph c of Section 5, Exhibit C in the Medicaid Contract are incorporated by reference and have the same force and effect as though they are fully set forth herein.*
- 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 and the OHP Bridge-BHP 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.** *The terms and conditions of Paragraph e of Section 5, Exhibit C in the Medicaid Contract are incorporated by reference and have the same force and effect as though they are fully set forth herein.*
- f.** *The terms and conditions of Paragraph f of Section 5, Exhibit C in the Medicaid Contract are incorporated by reference and have the same force and effect as though they are fully set forth herein.*

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

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, 2025, through December 31, 2025.
- (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. For the purpose of clarity, HOP Expenses do not include Contractor’s payments to IHCP Providers at IHS or PPS encounter rates.
- (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 24, 2026, 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) 2025 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**

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

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, 2025, through December 31, 2025, the following rates apply:

Rate Type
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**

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

2. **Compliance with Applicable Law**

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

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

4. **Representations and Warranties**

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

5. **Correction of Deficient Documents**

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

6. **Funds Available and Authorized; Payments**

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

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

8. Indemnity

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

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 breach of any other contract entered into with the State pursuant to which Contractor provides the same or substantively similar services as those provided under this Contract (e.g., the Medicaid Contract or the OHP Bridge-BHP Contract, or another CCO contract entered into with OHA pursuant to which Contractor administers a Medical Assistance Program in a different Service Area than this Contract).
 - (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. 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, the Medicaid Contract, or the OHP Bridge-BHP Contract (or any combination thereof);
 - (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. *The terms and conditions of Paragraph c of Section 9, Exhibit D in the Medicaid Contract are incorporated by reference and have the same force and effect as though they are fully set forth herein.*
- d. *The terms and conditions of Paragraph d of Section 9, Exhibit D in the Medicaid Contract are incorporated by reference and have the same force and effect as though they are fully set forth herein.*
- 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 HOP Member, COFA Member, or Veteran Member (or any and all combination thereof) 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) OHA's Right to Terminate due to Termination or Non-Renewal of a Similar Contract.
- (a) In the event OHA terminates a different contract that Contractor has entered into with the State pursuant to which Contractor provides the same or substantively similar services as those provided under this Contract (e.g., the Medicaid Contract, the OHP Bridge-BHP Contract, or another CCO contract entered into with OHA pursuant to which Contractor administers a Medical Assistance Program in a different Service Area than this Contract), OHA shall have the right, but not the obligation, in its sole discretion, to terminate this Contract.
- (b) In the event Contractor declines to Renew a different contract that Contractor has entered into with the State pursuant to which Contractor provides the same or substantively similar services as those provided under this Contract (e.g., the Medicaid Contract or the OHP Bridge-BHP Contract) which covers the same Service Area as this Contract, OHA shall have the right, but not the obligation, in its sole discretion, to terminate this Contract. For the purpose of clarification, OHA will not have the right to terminate this Contract in the event Contractor declines to Renew another CCO contract entered into with OHA pursuant to which Contractor administers a Medical Assistance Program in a different Service Area than this Contract.
- (4) 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.

- (5) 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.
- (6) 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.
- (7) 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.
- (8) 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 2025 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.

- (9) 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.
- (10) 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.
- (11) 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).
- (12) 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; and
 - (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 terms and conditions of Paragraph b of Section 10, Exhibit D in the Medicaid Contract are incorporated by reference and have the same force and effect as though they are fully set forth herein.*
- 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. *The terms and conditions of Paragraph b of Section 11, Exhibit D in the Medicaid Contract are incorporated by reference and have the same force and effect as though they are fully set forth herein.*
- 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. *The terms and conditions of Paragraph d of Section 11, Exhibit D in the Medicaid Contract are incorporated by reference and have the same force and effect as though they are fully set forth herein.*

- e. *The terms and conditions of Paragraph e of Section 11, Exhibit D in the Medicaid Contract are incorporated by reference and have the same force and effect as though they are fully set forth herein.*
- f. *The terms and conditions of Paragraph f of Section 11, Exhibit D in the Medicaid Contract are incorporated by reference and have the same force and effect as though they are fully set forth herein.*

12. Limitation of Liabilities

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

13. Insurance

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

14. Transparency: Public Posting of Contractor Reports

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

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. *The terms and conditions of Paragraph b of Section 15, Exhibit D in the Medicaid Contract are incorporated by reference and have the same force and effect as though they are fully set forth herein.*

- c. *The terms and conditions of Paragraph c of Section 15, Exhibit D in the Medicaid Contract are incorporated by reference and have the same force and effect as though they are fully set forth herein.*

16. Force Majeure

The terms and conditions of Section 16, Exhibit D in the Medicaid Contract are incorporated by reference and have the same force and effect as though they are fully set forth herein.

17. Foreign Contractor

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

18. Assignment of Contract, Successors in Interest

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

19. Subcontracts

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

20. No Third Party Beneficiaries

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

21. Amendments

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

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

23. Severability

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

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

The terms and conditions of Section 25, Exhibit D in the Medicaid Contract are incorporated by reference and have the same force and effect as though they are fully set forth herein.

26. Construction

The terms and conditions of Section 26, Exhibit D in the Medicaid Contract are incorporated by reference and have the same force and effect as though they are fully set forth herein.

27. Headings and Table of Contents

The terms and conditions of Section 27, Exhibit D in the Medicaid Contract are incorporated by reference and have the same force and effect as though they are fully set forth herein.

28. Merger Clause

The terms and conditions of Section 28, Exhibit D in the Medicaid Contract are incorporated by reference and have the same force and effect as though they are fully set forth herein.

29. Counterparts

The terms and conditions of Section 29, Exhibit D in the Medicaid Contract are incorporated by reference and have the same force and effect as though they are fully set forth herein.

30. Equal Access

The terms and conditions of Section 30, Exhibit D in the Medicaid Contract are incorporated by reference and have the same force and effect as though they are fully set forth herein.

31. Media Disclosure

The terms and conditions of Section 31, Exhibit D in the Medicaid Contract are incorporated by reference and have the same force and effect as though they are fully set forth herein.

32. Mandatory Reporting of Abuse

The terms and conditions of Section 32, Exhibit D 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 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

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

3. [RESERVED]

4. 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).

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

6. HIPAA Compliance

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

7. [RESERVED]

8. Audits

- a. *The terms and conditions of Paragraph a of Section 8, Exhibit E in the Medicaid Contract are incorporated by reference and have the same force and effect as though they are fully set forth herein.*
- b. **[RESERVED]**

9. 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.

10. Pro-Children Act

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

11. 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.

12. Agency-based Voter Registration

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

13. Clinical Laboratory Improvements

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

14. Advance Directives

The terms and conditions of Section 14, Exhibit E 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. Conflict of Interest Safeguards

- a. *The terms and conditions of Paragraph a of Section 17, Exhibit E in the Medicaid Contract are incorporated by reference and have the same force and effect as though they are fully set forth herein.*
- b. *The terms and conditions of Paragraph b of Section 17, Exhibit E in the Medicaid Contract are incorporated by reference and have the same force and effect as though they are fully set forth herein.*
- c. *The terms and conditions of Paragraph c of Section 17, Exhibit E in the Medicaid Contract are incorporated by reference and have the same force and effect as though they are fully set forth herein.*
- d. *The terms and conditions of Paragraph d of Section 17, Exhibit E in the Medicaid Contract are incorporated by reference and have the same force and effect as though they are fully set forth herein.*
- e. *The terms and conditions of Paragraph e of Section 17, Exhibit E in the Medicaid Contract are incorporated by reference and have the same force and effect as though they are fully set forth herein.*
- f. *The terms and conditions of Paragraph f of Section 17, Exhibit E in the Medicaid Contract are incorporated by reference and have the same force and effect as though they are fully set forth herein.*
- 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. 17 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 terms and conditions of Paragraph h of Section 17, Exhibit E in the Medicaid Contract are incorporated by reference and have the same force and effect as though they are fully set forth herein.*

18. Non-Discrimination

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

19. OASIS

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

20. Patient Rights Condition of Participation

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

21. [RESERVED]

22. Mental Health Parity

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

23. [RESERVED]

24. ACA Section 1557 Coordinator

The terms and conditions of Section 24, Exhibit E 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 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 enter into Network Provider agreements 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.** *The terms and conditions of Paragraph b of Section 1, 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.*
- c.** *The terms and conditions of Paragraph c of Section 1, 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.*
- d.** *The terms and conditions of Paragraph d of Section 1, 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.*
- 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 terms and conditions of Paragraph f of Section 1, 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.*
- g.** *The terms and conditions of Paragraph g of Section 1, 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.*

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

[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 exhibits, sections, and paragraphs within Exhibits A through N of this Contract that are identical to those in the Medicaid Contract are incorporated by reference as though fully set forth in this Contract. In alignment with this structure, the tables below provide the permanent URL for individual OARs and for OAR Chapters and Divisions that appear in the body of this Contract. The tables do not include the URLs for OARs and OAR Chapters and Divisions that appear in content that is incorporated by reference to the Medicaid Contract.

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

<i>Definitions</i>		
OAR	Rule Title	Permanent Link to OAR
410-120-1210	Medical Assistance Benefit Packages and Delivery System	https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-120-1210
410-200-0438	Specific Requirements: OHP Bridge – Basic Health Program	https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-200-0438

<i>Exhibit B – Statement of Work – Part 1 – Governance and Organizational Relationships</i>		
OAR	Rule Title	Permanent Link to OAR
None		

<i>Exhibit B – Statement of Work – Part 2 – Covered and Non-Covered Services</i>		
OAR	Rule Title	Permanent Link to OAR
410-120-1210	Medical Assistance Benefit Packages and Delivery System	https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-120-1210
410-130-0240	Medical Services	https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-130-0240
410-141-3826	Responsibility for Particular Covered Services Based on Plan Type	https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3826
410-141-3855	Pharmaceutical Services	https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3855
Chapter 410, Division 124	Transplant Services	https://secure.sos.state.or.us/oard/displayDivisionRules.action?selectedDivision=1712
Chapter 410, Division 172	Medicaid Payment for Behavioral Health Services	https://secure.sos.state.or.us/oard/displayDivisionRules.action?selectedDivision=17400
Chapter 410, Division 173	1915(i) Home and Community Based Services State Plan Option	https://secure.sos.state.or.us/oard/displayDivisionRules.action?selectedDivision=5379

<i>Exhibit B – Statement of Work – Part 2 – Covered and Non-Covered Services</i>		
OAR	Rule Title	Permanent Link to OAR
Chapter 411, Division 34	State Plan Personal Care Services	https://secure.sos.state.or.us/oard/displayDivisionRules.action?selectedDivision=1764
Chapter 943, Division 45	Office of Training, Investigations and Safety – Adult Abuse	https://secure.sos.state.or.us/oard/displayDivisionRules.action?selectedDivision=4204

<i>Exhibit B – Statement of Work – Part 3 – Patient Rights and Responsibilities, Engagement and Choice</i>		
OAR	Rule Title	Permanent Link to OAR
None		

<i>Exhibit B – Statement of Work – Part 4 – Providers and Delivery Systems</i>		
OAR	Rule Title	Permanent Link to OAR
410-141-3510	Provider Contracting and Credentialing	https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3510
410-141-3515	Network Adequacy	https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3515
410-141-3560	Resolving Contract Disputes Between Health Care Entities and CCOs	https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3560
950-060-0070	Background Check Requirements	https://secure.sos.state.or.us/oard/view.action?ruleNumber=950-060-0070
Chapter 950, Division 50	Standards for Health Care Interpreter Registry Enrollment and Requirements to Work with Qualified or Certified Health Care Interpreters	https://secure.sos.state.or.us/oard/displayDivisionRules.action?selectedDivision=7797

Exhibit B, Parts 5 through 7 are reserved.

<i>Exhibit B – Statement of Work – Part 8 – Accountability and Transparency of Operations</i>		
OAR	Rule Title	Permanent Link to OAR
410-120-1295	Non-Participating Provider	https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-120-1295

<i>Exhibit B – Statement of Work – Part 9 – Program Integrity</i>		
OAR	Rule Title	Permanent Link to OAR
None		

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

<i>Exhibit C – Consideration</i>		
OAR	Rule Title	Permanent Link to OAR

<i>Exhibit D – Standard Terms and Conditions</i>		
OAR	Rule Title	Permanent Link to OAR
410-120-1560	Provider Appeals	https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-120-1560
410-120-1580	Provider Appeals — Administrative Review	https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-120-1580
410-141-3565	Managed Care Entity Billing	https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3565
410-141-3710	Contract Termination and Close-Out Requirements	https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3710

<i>Exhibit E – Federal Terms and Conditions</i>		
OAR	Rule Title	Permanent Link to OAR
None		

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

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

<i>Exhibit H – Value Based Payment is reserved.</i>		
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<i>Exhibit I – Grievance and Appeal System</i>		
OAR	Rule Title	Permanent Link to OAR
None		

<i>Exhibit J – Health Information Technology</i>		
OAR	Rule Title	Permanent Link to OAR
None		

<i>Exhibit K – Social Determinants of Health and Equity</i>		
OAR	Rule Title	Permanent Link to OAR
None		

<i>Exhibit L – Solvency Plan, Financial Reporting, and Sustainable Rate of Growth</i>		
OAR	Rule Title	Permanent Link to OAR
None		

<i>Exhibit M – Behavioral Health</i>		
OAR	Rule Title	Permanent Link to OAR
None		

<i>Exhibit N – Privacy and Security</i>		
OAR	Rule Title	Permanent Link to OAR
None		

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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.]